



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, MAY 1, 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.

SAN FERNANDO CITY COUNCIL

Regular Meeting Notice and Agenda – May 1, 2023

Page 2 of 6

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. INFORMATIONAL PRESENTATION FROM UNITED STATES CONGRESSMAN TONY CÁRDENAS, 29TH DISTRICT
- B. PRESENTATION OF A CERTIFICATE OF PROCLAMATION DECLARING MAY 2023 AS MENTAL HEALTH AWARENESS MONTH
- C. INFORMATIONAL PRESENTATION FROM METROPOLITAN WATER DISTRICT BOARD CHAIR ADAN ORTEGA
- D. PRESENTATION OF CERTIFICATES OF APPRECIATION TO OUTGOING COMMISSIONERS FOR THEIR SERVICE
 - Parks, Wellness & Recreation Commission – Jason Hayes
 - Transportation and Public Safety Commission – Francisco Arrizon
 - Planning & Preservation Commission – Marvin R. Perez
- E. PRESENTATION OF A CERTIFICATE OF PROCLAMATION DECLARING THE WEEK OF APRIL 30, 2023 TO MAY 6, 2023 AS PROFESSIONAL MUNICIPAL CLERKS WEEK

SAN FERNANDO CITY COUNCIL

Regular Meeting Notice and Agenda – May 1, 2023

Page 3 of 6

DECORUM AND ORDER

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

PUBLIC STATEMENTS

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

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. May 16, 2022 – Regular Meeting | c. March 3, 2023 – Special Meeting |
| b. June 13, 2022 – Special Meeting | d. April 17, 2023 – Special Meeting |

2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER

Recommend that the City Council adopt Resolution No. 23-051 approving the Warrant Register.

SAN FERNANDO CITY COUNCIL

Regular Meeting Notice and Agenda – May 1, 2023

Page 4 of 6

3) RECEIVE AND FILE THE CITY MANAGER’S PROPOSED FISCAL YEAR 2023-2024 ANNUAL BUDGET

Recommend that the City Council receive and file the City Manager’s Proposed Budget for Fiscal Year 2023-2024.

4) CONSIDERATION TO ADOPT A RESOLUTION ESTABLISHING A SECTION 115 TRUST FOR OTHER POST EMPLOYMENT BENEFIT (OPEB) LIABILITIES AND AUTHORIZE THE CITY MANAGER TO EXECUTE ALL RELATED DOCUMENTS

Recommend that the City Council:

- a. Adopt Resolution No. 8229 establishing a Section 115 Trust for OPEB liabilities and related Multiple Employer OPEB/Pension 115 Trust, Adoption Agreement for the Multiple Employer OPEB/Pension 115 Trust, Trust Administrative Services Agreement;
- b. Authorize the City Manager to make non-substantive changes and execute the Multiple Employer OPEB/Pension 115 Trust, Adoption Agreement for the Multiple Employer OPEB/Pension 115 Trust, Trust Administrative Services Agreement; and
- c. Authorize the City Manager to enter into an administrative professional services agreement with Shuster Advisory Group, LLC to provide financial advisory services related to the ongoing investment management of funds deposited in the Section 115 Trust and execute all related Trust documents.

5) CONSIDERATION TO APPROVE THE UPDATED SANITARY SEWER MANAGEMENT PLAN AND AUTHORIZATION TO SUBMIT THE UPDATED SANITARY SEWER MANAGEMENT PLAN TO THE STATE WATER RESOURCES CONTROL BOARD

Recommend that the City Council:

- a. Approve the updated Sanitary Sewer Management Plan for the City of San Fernando;
- b. Authorize staff to submit the updated Sanitary Sewer Management Plan to the State Water Resources Control Board via the California Integrated Water Quality System Online SSO Database; and
- c. Authorize staff to replace the existing version of the Sanitary Sewer Management Plan with the updated Sanitary Sewer Management Plan on the City’s website.

SAN FERNANDO CITY COUNCIL

Regular Meeting Notice and Agenda – May 1, 2023

Page 5 of 6

6) CONSIDERATION TO APPROVE A CONTRACT AMENDMENT WITH NORMAN A. TRAUB & ASSOCIATES, LLC, APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH CHUCK THOMAS INVESTIGATIONS AND JL GROUP, LLC TO CONDUCT WORKPLACE INVESTIGATIONS; AND AUTHORIZE THE CITY MANAGER TO EXECUTE ALL RELATED DOCUMENTS

Recommend that the City Council:

- a. Approve an amendment to Contract No. 2067 (Contract No. 2067(a)) with Norman A. Traub & Associates, LLC to increase the not-to-exceed compensation by \$76,722 to pay outstanding invoices;
- b. Approve a professional services agreement with Chuck Thomas Investigations (Contract No. 2152) to provide internal police investigation services for an initial not-to-exceed amount of \$25,000 per year for three years;
- c. Approve a professional services agreement with JL Group, LLC (Contract No. 2153) to provide internal police investigation services for an initial not-to-exceed amount of \$25,000 per year for three years;
- d. Authorize the City Manager to increase professional service agreements for internal police investigation services, as needed, in an amount not-to-exceed the approved budget authority for the City Attorney - Labor Budget; and
- e. Authorize the City Manager to make non-substantive changes and execute all related agreements.

PUBLIC HEARING

7) A PUBLIC HEARING TO CONSIDER ADOPTION OF URGENCY ORDINANCE NO. U-1716, MAKING FINDINGS AND EXTENDING THE RULES AND REGULATIONS IN INTERIM URGENCY ORDINANCE NO. U-1715 ESTABLISHING TEMPORARY MORATORIUM ON THE INSTALLATION OF ARTIFICIAL TURF AND SYNTHETIC GRASS IN THE CITY

Recommend that the City Council:

- a. Accept, file, and issue the report on the measures taken since imposing a temporary moratorium on the installation of artificial grass and synthetic turf;
- b. Conduct a Public Hearing; and
- c. Pending public testimony, waive full reading, in title only, and adopt by a four-fifths vote Urgency Ordinance No. U-1716, "An Urgency Ordinance of the City Council of the City of San Fernando, California, making findings and extending for a period of 10 months and 15 days, regulations in Interim Urgency Ordinance No. U-1715 establishing temporary moratorium on the installation of artificial turf and synthetic grass in the City of San Fernando."

SAN FERNANDO CITY COUNCIL

Regular Meeting Notice and Agenda – May 1, 2023

Page 6 of 6

ADMINISTRATIVE REPORTS

8) CONSIDERATION TO AWARD A PROFESSIONAL SERVICE AGREEMENT TO THE VERY CREATIVE FIRM TO MANAGE AND IMPLEMENT THE NORTHEAST VALLEY COMMUNITY STREET FESTIVAL A METRO OPEN STREETS EVENT

Recommend that the City Council:

- a. Award a Professional Service Agreement (Contract No. 2154) to The Very Creative Firm, not to exceed \$487,563, to manage and implement the Northeast Valley Community Street Festival a Metro Open Street event; and
- b. Authorize the City Manager to make non-substantive changes and execute all related documents.

9) CONSIDERATION AND APPROVAL TO ADOPT A RESOLUTION ESTABLISHING A CITY FLAG DISPLAY POLICY

Recommend that the City Council:

- a. Adopt Resolution No. 8228 that establishes a City Flag Display Policy; and
- b. Provide staff with direction regarding use of City flag poles and other city property for speech, as applicable.

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 27, 2023 (5:00 p.m.)

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

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



Regular Meeting San Fernando City Council

*This Page
Intentionally
Left Blank*

*This Page
Intentionally
Left Blank*

1a

*This Page
Intentionally
Left Blank*

**CITY OF SAN FERNANDO
CITY COUNCIL
MINUTES**

**MAY 16, 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 6:05 p.m.

Present: Council: Mayor Mary Mendoza, Vice Mayor Hector A. Pacheco (joined at 6:21 p.m. via teleconference) and Councilmembers Sylvia Ballin (via teleconference) and Cindy Montañez (via teleconference), Celeste Rodriguez (joined at 7:10 p.m. via teleconference)

Absent: None

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 Cub Scout Troop 911 (Northridge, California)

APPROVAL OF AGENDA

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

PRESENTATIONS

- A. EDUCATION COMMISSION CERTIFICATE OF RECOGNITION FOR MAY STUDENTS OF THE MONTH
Noah Rosales (San Fernando Elementary School)
Alfonse-John Bumakil (Cesar E. Chavez - ArTES Magnet School)

It was noted that Vice Mayor Hector A. Pacheco arrived via teleconference at 6:21 p.m.

SAN FERNANDO CITY COUNCIL

MINUTES – Regular Meeting May 16, 2022

Page 2 of 8

-
- B. PRESENTATION BY FERNANDO LOPEZ, HISTORY TEACHER AT CESAR CHAVEZ LEARNING ACADEMIES - SOCIAL JUSTICE HUMANITAS ACADEMY REGARDING THE ANTHOLOGY BOOK HIS STUDENTS WROTE ON THE DIVERSE EXPERIENCES OF THE PEOPLE LIVING IN OUR COMMUNITY
 - C. PRESENTATION OF A CERTIFICATE OF PROCLAMATION DECLARING THE WEEK OF MAY 15 THROUGH MAY 21, 2022 AS, NATIONAL POLICE WEEK
 - D. PRESENTATION OF A CERTIFICATE OF PROCLAMATION DECLARING THE WEEK OF MAY 15 THROUGH MAY 21, 2022 AS, NATIONAL PUBLIC WORKS WEEK

It was noted that Councilmember Celeste Rodriguez arrived via teleconference at 7:10 p.m.

PUBLIC STATEMENTS

Victoria Garcia commented on traffic conditions around Foothill Boulevard and the new Target store coming into the area will add more traffic.

Liana Stepanyan, San Fernando Library Manager, submitted a public comment that provided information regarding current library programs and activities.

Mayor Mendoza read a statement of expectations on Decorum and Order amongst Councilmembers.

CONSENT CALENDAR

Councilmember Montañez requested to pull Consent Item No. 3 for discussion.

Motion by Councilmember Ballin, seconded by Vice Mayor Pacheco to approve Consent Item Nos. 1, 2, 4, 5, 6, 7 and 8:

- 1) CONSIDERATION TO APPROVE CITY COUNCIL AND REDEVELOPMENT AGENCY MEETING MINUTES FOR:
 - a. May 19, 2008 Redevelopment Agency Regular Meeting
 - b. May 19, 2008 - Special Meeting
 - c. May 22, 2008 - Special Meeting
 - d. April 4, 2022 - Special Meeting
 - e. May 2, 2022 - Regular Meeting
 - f. May 2, 2022 - Special Meeting
- 2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER

SAN FERNANDO CITY COUNCIL

MINUTES – Regular Meeting May 16, 2022

Page 3 of 8

-
- 4) CONSIDERATION TO ADOPT A RESOLUTION EXPRESSING SUPPORT FOR THE PEOPLE OF UKRAINE, URGING PRESIDENT BIDEN TO SUPPORT CONTINUED EFFORTS OF THE GOVERNMENT OF UKRAINE TO RESTORE A SECURE, DEMOCRATIC, AND INDEPENDENT UKRAINE AND AUTHORIZE THE CITY MANAGER TO TRANSMIT THE RESOLUTION ON BEHALF OF THE CITY COUNCIL TO LOCAL, STATE AND FEDERAL LEGISLATORS (Continued from May 2, 2022)
 - 5) CONSIDERATION TO APPROVE AN AGREEMENT WITH THE SANTA MONICA MOUNTAINS CONSERVANCY FOR FUNDING RELATED TO THE ADDITION OF A BIORETENTION SWALE ALONG THE PACOIMA WASH BIKEWAY PROJECT
 - 6) CONSIDERATION TO ADOPT RESOLUTIONS APPROVING THE ENGINEER’S REPORT AND DECLARING THE CITY’S INTENTION TO ORDER THE ANNUAL ASSESSMENTS AND SETTING A PUBLIC HEARING TO CONSIDER THE LEVY OF ASSESSMENTS FOR THE FISCAL YEAR 2022-2023 LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT
 - 7) CONSIDERATION TO APPROVE A CONTRACT SERVICES AGREEMENT FOR FLOORING REMOVAL AND CONCRETE STAINING AND POLISHING SERVICES AT THE POLICE DEPARTMENT FACILITY
 - 8) CONSIDERATION TO APPROVE A SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH TOM BROHARD AND ASSOCIATES FOR TRAFFIC ENGINEERING SERVICES

The motion carried, unanimously.

Item Pulled for Discussion

- 3) CONSIDERATION TO AUTHORIZE A NOTICE INVITING BIDS FOR CONSTRUCTION OF THE LAYNE PARK REVITALIZATION PROJECT (Continued from May 2, 2022)

Motion by Councilmember Montañez, seconded by Councilmember Ballin to authorize release of the Notice Inviting Bid, as amended to add an alternative bid line item, to include building hardscape, canvas fence, plant trees or shrubs to act as a landscape barrier. The motion carried, unanimously.

PUBLIC HEARING

- 9) A CONTINUED PUBLIC HEARING TO CONSIDER ADOPTING AN ORDINANCE ADDING CHAPTER 24 TO THE SAN FERNANDO MUNICIPAL CODE TO PROHIBIT SMOKING IN MULTI-UNIT HOUSING (Continued from May 2, 2022)

Mayor Mendoza opened the public hearing.

SAN FERNANDO CITY COUNCIL

MINUTES – Regular Meeting May 16, 2022

Page 4 of 8

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

Mayor Mendoza requested that a friendly amendment be considered to Councilmember Montañez's motion made at the May 2, 2022 City Council meeting to fully exempt single family residential with Accessory Dwelling Units (ADU).

Councilmember Rodriguez withdrew her call to the question and re-opened for discussion.

Vice Mayor Pacheco requested clarifications on changes and Police Department enforcement.

Mayor Mendoza opened public comment. The following speakers provided public statements:

GENERAL COMMENTS

Victoria Garcia

IN SUPPORT

Ruben Rodriguez

Sandy Logan

Silverio Pelayo

Aurora Hernandez

Eddie Martinez

Mayor Mendoza closed public comment. Motion by Councilmember Rodriguez, seconded by Councilmember Ballin to close public comment. The motion carried unanimously.

Motion by Councilmember Montañez, seconded by Councilmember Rodriguez to introduce for first reading, in title only, and waive further reading of Ordinance No. 1710 titled, "An Ordinance of the City Council of the City of San Fernando, California, adding Chapter 24 to the San Fernando Municipal Code to prohibit smoking in multi-unit housing.", as presented.

The motion failed by the following vote:

ROLL CALL

AYES: Rodriguez, Montañez - 2

NAYES: Ballin, Pacheco, Mendoza - 3

ABSENT: None

ABSTAIN: None

SAN FERNANDO CITY COUNCIL

MINUTES – Regular Meeting May 16, 2022

Page 5 of 8

Motion by Vice Mayor Pacheco, seconded by Councilmember Ballin to introduce for first reading, in title only, and waive further reading of Ordinance No. 1710 titled, “An Ordinance of the City Council of the City of San Fernando, California, adding Chapter 24 to the San Fernando Municipal Code to prohibit smoking in multi-unit housing” as amended to a) exempt single family residential properties with ADUs attached or detached and rented or not rented; b) penalties only remain at infractions and would not escalate beyond a \$500 penalty no matter the number of fines issued; and c) keep designated smoking areas outdoors in apartment buildings indefinitely. No vote/roll call was taken at this time. Councilmember Montañez requested to reopen public comment.

Motion by Councilmember Montañez, seconded by Councilmember Rodriguez to reopen public comment. The motion carried 4-1, with Councilmember Ballin voting no.

IN SUPPORT

Ruben Rodriguez

Motion by Vice Mayor Pacheco, seconded by Councilmember Ballin to close public comment. The motion carried 4-1 with Councilmember Montañez voting no.

Councilmember Montañez requested that a friendly amendment be considered to Vice Mayor Pacheco’s motion to eliminate the designated smoking areas as written by staff on multi-family properties. Vice Mayor Pacheco rejected the friendly amendment.

Councilmember Montañez made a substitute motion to accept exempt single family residential properties with ADUs attached or detached and rented or not rented; penalties only remain at infractions and would not escalate beyond \$500 penalty no matter the number of fines issued; and eliminate the designated smoking areas as written by staff on multi-family properties. Councilmember Rodriguez seconded the motion.

The motion failed by the following vote:

ROLL CALL

AYES:	Rodriguez, Montañez - 2
NAYES:	Ballin, Pacheco, Mendoza - 3
ABSENT:	None
ABSTAIN:	None

Councilmember Rodriguez made a substitute motion to adopt the ordinance as presented with Mayor Mendoza’s friendly amendment, which was offered at the beginning of the public hearing, to fully exempt single family residential with ADUs.

Vice Mayor Pacheco requested a call for the question prior to Councilmember Rodriguez’s substitute motion to approve introduction and first reading, in title only, and waive further reading of Ordinance No. 1710 titled, “An Ordinance of the City Council of the City of San Fernando, California, adding Chapter 24 to the San Fernando Municipal Code to prohibit smoking in multi-unit housing”, as amended to: a) exempt single family residential

SAN FERNANDO CITY COUNCIL

MINUTES – Regular Meeting May 16, 2022

Page 6 of 8

properties with ADUs attached or detached and rented or not rented; b) penalties only remain at infractions and would not escalate beyond \$500 penalty no matter the number of fines issued; and c) keep designated smoking areas outdoors in apartment buildings indefinitely. Councilmember Ballin seconded the motion.

The motion carried by the following vote:

ROLL CALL

AYES: Ballin, Pacheco, Mendoza - 3

NAYES: Montañez - 1

ABSENT: None

ABSTAIN: Rodriguez - 1

It was noted that Councilmember Rodriguez left the meeting at 9:25 p.m.

ADMINISTRATIVE REPORTS

- 10) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE ANNUAL INVESTMENT POLICY FOR FISCAL YEAR 2022-2023 (Continued from May 2, 2022)

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

Motion by Councilmember Ballin, seconded by Vice Mayor Pacheco to adopt Resolution No. 8143, approving the annual Investment Policy for Fiscal Year 2022-2023. The motion carried, with Councilmember Rodriguez absent.

- 11) CONSIDERATION TO ADOPT A RESOLUTION APPROPRIATING ASSET SEIZURE FUNDS AND AUTHORIZE A PURCHASE ORDER WITH PROFORCE LAW ENFORCEMENT FOR THE PURCHASE OF TASER CONDUCTED ENERGY WEAPON AND RELATED ACCESSORIES (Continued from May 2, 2022)

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

Motion by Councilmember Ballin, seconded by Vice Mayor Pacheco to adopt Resolution No. 8146 appropriating \$10,067 in State Asset Forfeiture funds and \$8,856 in Federal Asset Forfeiture funds to offset the purchase of Taser Conducted Energy Weapons and accessories; authorize a Purchase Order with Proforce Law Enforcement in the amount of \$30,563 for the purchase of 15 Taser X2 Conducted Energy Weapons, 15 Taser X2 Duty Belt holsters, 50 Taser X2 cartridges, and 15 Bluetooth enabled batteries; and authorize the City Manager to execute the Purchase Order and all related documents. The motion carried, with Councilmember Rodriguez absent.

SAN FERNANDO CITY COUNCIL

MINUTES – Regular Meeting May 16, 2022

Page 7 of 8

It was noted that City Council recessed at 9:35 p.m. and reconvened at 9:41 p.m. with Councilmember Rodriguez absent.

12) DISCUSSION REGARDING WATER ENTERPRISE FUND BALANCES AND CONSERVATION OUTREACH EFFORTS

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

By consensus, the City Council provided recommendations and directed staff to bring back a resolution mandating water use restrictions in June, 2022.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

City Clerk Fritz announced the Vote-by-Mail Drop Boxes have been opened and are available to receive ballots regarding the Statewide June 7, 2022 Election and the vote center at Las Palmas Park will be opened for in-person voting on May 28, 2022.

Police Chief Valdez announced the Police Department is initiating discussions Los Angeles Unified School District regarding the school resource officer program; commented on illegal fireworks enforcement would begin next month; noted Police Officers will be enforcing “Click it or Ticket” traffic violations; and lastly invited the community to the Police Department Open House on Memorial Day.

City Manager Kimball announced the illegal fireworks reporting portal has been reactivated for anonymously reporting potential violations.

Director of Public Works Baumgardner provided an update regarding Pico Street paving and striping.

Assistant to the City Manager Hernandez provided an update on the successful Pacoima Wash Community Clean-Up Event, stated the City was awarded by the American Planning Association Los Angeles Chapter for the Neighborhood Planning Category for the City’s “Safe and Active Streets Implementation Plan.”

Director of Recreation and Community Services Venegas provided community event updates including: Senior Expo at Las Palmas Park on May 20th; on May 24th the Education Commission will be hosting the Scholarship Award Ceremony; and on May 30th the Veteran Recognition Program will kick off at the American Legion.

Director of Community Development Kith announced updates revising the Housing and Safety Element would be presented to the Planning and Preservation Commission on May 25th, and consideration for final adoption will be brought to City Council in June.

SAN FERNANDO CITY COUNCIL

MINUTES – Regular Meeting May 16, 2022

Page 8 of 8

Interim/Acting Director of Finance Garcia announced the City’s Fiscal Year 2022-2023 Proposed Budget is available for review on the website and invited residents to attend Budget Study Session #1 on May 23rd.

GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES

Councilmember Montañez reported she attended the Pacoima Wash Community Clean-Up Event and met with the Homeless and Strategic Goals Ad Hoc and will provide updates to City Council in the future.

Councilmember Ballin requested to consider a building a dog park and parking permits during discussions in the upcoming budget study sessions; requested an update on the Foothill Street Project before Target opens; and reminded everyone it is Mental Health Awareness Month.

Vice Mayor Pacheco spoke about the decorum of tonight’s meeting and thanked staff for their professionalism for taking the correct steps towards temporarily purchasing water from the Metropolitan Water District.

ADJOURNMENT (10:25 p.m.)

Mayor Mendoza adjourned the meeting in memory of her mother-in-law Paula Bautista Sandoval and her cousin Armando “Mando” Chacon to the next regular meeting.

I do hereby certify that the foregoing is a true and correct copy of the minutes of the May 16, 2022, regular meeting as approved by the San Fernando City Council.

Julia Fritz, CMC
City Clerk

1b

*This Page
Intentionally
Left Blank*

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

**JUNE 13, 2022 – 6:00 P.M.
SPECIAL MEETING**

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

CALL TO ORDER/ROLL CALL Mayor Mary Mendoza called the meeting to order at **6:00 p.m.**

Present:

Council: Mayor Mary Mendoza, Vice Mayor Hector A. Pacheco (joined via teleconference at 6:01 p.m.) Councilmembers Sylvia Ballin, Cindy Montañez, and Celeste Rodriguez (via teleconference)

Absent: None

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

PLEDGE OF ALLEGIANCE

Led by City Clerk Julia Fritz

APPROVAL OF AGENDA

Motion by Councilmember Ballin, seconded by Councilmember Montañez to approve the agenda. The motion carried, unanimously.

PUBLIC STATEMENTS

Paul Larson spoke about Mission City Trail landscaping and clean-up efforts.

SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY

MINUTES – Special Meeting June 13, 2022

Page 2 of 3

ADMINISTRATIVE REPORTS

- 1) DISCUSSION REGARDING A CLEANUP AND IMPROVED LIGHT AND SAFETY MEASURE ON THE BIKE PATH (Continued from June 6, 2022)

Councilmember Ballin presented the staff report.

Police Chief Valdez provided updates regarding enhanced safety measures on the bike path.

Director of Public Works Baumgardner provided updates regarding landscape and maintenance on the bike path.

By consensus, the City Council supported having further discussion on funding sources during the next agenda item related to the FY 22-23 Budget Study Session.

- 2) FISCAL YEAR 2022-2023 BUDGET STUDY SESSION NO. 4

City Manager Kimball summarized each departments work plans and reviewed enhancement requests.

Councilmembers discussed the enhancement requests and provided recommendations to staff to finalize the budget for adoption at the next City Council meeting.

STAFF COMMUNICATIONS:

Director of Recreation and Community Services Venegas announced the Parks, Wellness, and Recreation Commission will be meeting June 14, 2023.

Police Chief Valdez shared that Councilmember Montañez and members of the San Fernando Mall Association met at the Police Station to discuss support in the downtown mall area.

Interim/Acting Director of Finance Garcia reminded the community the proposed budget and budget presentation could be found on the City website.

City Manager Kimball highlighted the Community Engagement Officers that have been created for each area of the city limits; and beginning in June each neighborhood will have their own specific neighborhood watch.

GENERAL COUNCIL COMMENTS:

Councilmember Montañez spoke about Fox Studio Grand Reopening; reminded the community June 25, 2022, is the San Fernando Outdoor Market; and highlighted the presence of City leadership at community events.

SAN FERNANDO CITY COUNCIL/SUCCESSOR AGENCY

MINUTES – Special Meeting June 13, 2022

Page 3 of 3

Councilmember Ballin thanked City Manager Kimball and staff for the great job on the budget.

Councilmember Rodriguez recognized Police Chief Valdez for creating the Community Engagement Officers; thanked Director of Public Works Baumgardner for involvement in the field; emphasized more communication between departments and discussing work plans with Commissions; congratulated Fox Studios for their Grand Opening event; notified the community to attend the Calles Verdes event; and wished everyone a Happy Father's Day.

Vice Mayor Pacheco spoke about Juneteenth and its importance and provided an update from the ARPA Ad Hoc.

Mayor Mendoza thanked staff for support throughout the budget session meetings and mentioned she attended the Fox Studio Grand Opening event.

ADJOURNMENT (8:03 p.m.)

Mayor Mary Mendoza adjourned the meeting in memory of Lino Murillo to the next regular meeting.

I do hereby certify that the foregoing is a true and correct copy of the minutes of the June 13, 2022, special meeting as approved by the San Fernando City Council.

Julia Fritz, CMC
City Clerk

*This Page
Intentionally
Left Blank*

1c

*This Page
Intentionally
Left Blank*

**SAN FERNANDO CITY COUNCIL
MINUTES**

**MARCH 3, 2023 – 12:30 P.M.
SPECIAL MEETING**

**SAN FERNANDO RECREATION PARK
MULTIPURPOSE ROOM
204 PARK AVENUE
SAN FERNANDO, CALIFORNIA 91340**

CALL TO ORDER/ROLL CALL

Mayor Rodriguez called the special meeting to order at 12:35 p.m.

Present:

Council: Mayor Celeste T. 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 Services Kanika Kith, Management Analyst Kenneth Jones, Director of Recreation and Community Services Julian Venegas, City Clerk Julia Fritz and Assistant to the City Manager Carlos Hernandez

APPROVAL OF AGENDA

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

PUBLIC STATEMENTS - WRITTEN/ORAL

Jerry Haro, spoke about concerns on recent rate increases for trash services.

ADMINISTRATIVE REPORTS

1) CITY COUNCIL 2023 PRIORITY SETTING AND STUDY SESSION

Councilmembers participated in a priority setting workshop facilitated by Nancy Hetrick of Baker Tilly.

Councilmembers discussed prior year accomplishments; provided input on City Council priorities for the upcoming fiscal year, commented on the community survey results and spoke in support of a City Annual Report proposed by City Manager Kimball.

By consensus, Councilmembers were in support of the 2022 – 2026 Strategic Goals I through VIII, which would provide guidance during the development of Fiscal Year 2023-2024 Annual Budget.

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

The 2022 – 2026 Strategic Goals:

- I. Focus on Community First
- II. Cultivating a Stronger Local Economy
- III. Preserve Beautiful Homes and neighborhoods
- IV. Strengthen Climate Resilience and Environmental Justice
- V. Enhance Public Transportation to Move San Fernando
- VI. Build resilient and Reliable Infrastructure
- VII. Forge Financial Strength and Stability
- VIII. Emergency Preparedness Supporting the Community

The City Council recessed the meeting at 2:00 p.m. and reconvened at 2:15 p.m. with all Councilmembers present.

Councilmembers provided closing comments and thanked staff for their work.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

City Manager Kimball mentioned the Mission City Baseball League's Opening Day is tomorrow, Saturday May 4, 2023.

GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES

It was noted Councilmember Fajardo left the meeting at 3:55 p.m.

Councilmembers provided general comments on various topics of the meeting and thanked staff for their work.

Mayor Rodriguez recommended that Closed Session meetings begin at 5:15 p.m. in lieu of 5:00 p.m. Councilmembers discussed their availability, ensure that there would be a quorum, and commented on the importance of all Councilmembers present closed session discussions.

By consensus, the City Council requested the City Manager to reach out to Councilmembers prior to scheduling a closed session meeting to determine availability to ensure a quorum of members for the meetings start time of 5 or 5:15 p.m.

ADJOURNMENT 4:07 p.m.

Mayor Rodriguez adjourned the special meeting to the next regular meeting of February 21, 2023, at 6:00 p.m.

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

Julia Fritz, CMC
City Clerk

1d

*This Page
Intentionally
Left Blank*

**SAN FERNANDO CITY COUNCIL
MINUTES**

**APRIL 17, 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 5:17 p.m.

Present:

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

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

APPROVAL OF AGENDA

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

PUBLIC STATEMENTS - WRITTEN/ORAL None

RECESS TO CLOSED SESSION (5:18 P.M.)

By consensus, Councilmembers recessed to Closed Session.

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

Designated City Negotiators: City Manager Nick Kimball

Employees and Employee Bargaining Units:

San Fernando Management Group (SEIU, Local 721)
San Fernando Public Employees' Association (SEIU, Local 721)
San Fernando Police Officers Association
San Fernando Police Officers Association Police Management Unit
San Fernando Police Civilian Association
San Fernando Part-Time Employees' Bargaining Unit (SEIU, Local 721)
All Unrepresented Employees

B) ANNUAL PUBLIC EMPLOYEE EMPLOYMENT/PERFORMANCE EVALUATION

SAN FERNANDO CITY COUNCIL
SPECIAL MEETING MINUTES – APRIL 17, 2023
Page 2

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

Title of Employee: City Manager

RECONVENE/REPORT OUT FROM CLOSED SESSION

Assistant City Attorney Padilla stated Item A was not considered for discussion and with respect to Items B there was no reportable actions.

ADJOURNMENT (5:51 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 17, 2023, Special Meeting, as approved by the San Fernando City Council.

Julia Fritz, CMC
City Clerk

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

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

Date: May 1, 2023

Subject: Consideration to Adopt a Resolution Approving the Warrant Register

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 23-051 (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. 23-051, including:
Exhibit A: Payment Demands/Voucher List

RESOLUTION NO. 23-051

**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. 23-051**

**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 1st day of May 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. 23-051, 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 1st day of May, 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 May, 2023.

Julia Fritz, City Clerk

vchlist
04/26/2023 1:52:07PMVoucher List
CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
231022	5/1/2023	892552 A & M CATERING, INC.	0007	12672	FOOD CATERING SRV FOR (4) SR CLU 004-2380	8,996.40
					Total :	8,996.40
231023	5/1/2023	891587 ABLE MAILING INC.	37497		WATER ENVELOPE STORAGE-MAR 20 072-360-0000-4300	12.50
			37498		070-382-0000-4300	12.50
				12682	MAILING AND FULFILLMENT SERVICES 072-360-0000-4300	90.26
				12682	070-382-0000-4300	90.26
					Total :	205.52
231024	5/1/2023	888356 ADVANCED AUTO REPAIR	1609		VEH. MAINT., REPAIRS & MINOR BODY 041-320-0311-4400	2,814.61
				12802	041-320-0320-4400	601.31
					Total :	3,415.92
231025	5/1/2023	894315 AG LAWNMOWER SHOP	0103		SMALL EQUIP. REPAIR (LAWNMOWERS 043-390-0000-4300	91.00
			0104	12872	SMALL EQUIP. REPAIR (LAWNMOWERS 001-346-0000-4300	680.00
			0105	12872	SMALL EQUIP. REPAIR (LAWNMOWERS 001-346-0000-4300	680.00
					Total :	1,451.00
231026	5/1/2023	889043 ALADIN JUMPERS	11251		CITY EVENT PARTY RENTAL SUPPLIES 001-424-0000-4260	1,672.00
				12826		1,672.00
					Total :	1,672.00
231027	5/1/2023	893813 ALMANZA, LAURAMARIE C	REIMB.		PRIZES FOR LP PARK SENIOR BINGO 004-2346	91.86
			REIMB.		PRIZES FOR LP PARK SENIOR BINGO 004-2346	138.43
					Total :	230.29
231028	5/1/2023	892975 ALTA LANGUAGE SERVICES INC	IS645578		BILINGUAL LISTENING & SPEAKING TE	

Page: 1

vchlist
04/26/2023 1:52:07PMVoucher List
CITY OF SAN FERNANDO

Page: 2

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
231028	5/1/2023	892975 ALTA LANGUAGE SERVICES INC	(Continued)		001-106-0000-4270	165.00
					Total :	165.00
231029	5/1/2023	894078 AMERICAN BUSINESS BANK	005		5% RETENTION HELD-UPPER RESRV F 010-2037	6,023.45
			P13		5% RETENTION HELD-SF PARK INFILT 010-2037	3,870.00
					Total :	9,893.45
231030	5/1/2023	100184 ANDERSON TROPHY CO.	719326	12707	TROPHIES FOR YOUTH BASKETBALL V 017-420-1328-4300	1,512.36
					Total :	1,512.36
231031	5/1/2023	100188 ANDY GUMP INC.	INV1019103	12762	PORTABLE RESTROOM SERVICE FOR 043-390-0000-4260	100.00
			INV1019563	12762	PORTABLE RESTROOM SERVICE FOR 070-384-0000-4260	336.34
			INV1019564	12762	PORTABLE RESTROOM SERVICE FOR 043-390-0000-4260	336.49
					Total :	772.83
231032	5/1/2023	100191 ANGELES SHOOTING RANGE	11378		SHOOTING RANGE TRAINING 001-225-0000-4360	400.00
					Total :	400.00
231033	5/1/2023	100222 ARROYO BUILDING MATERIALS, INC	033123	12806	MISC. HARDWARE SUPPLIES & U-CAR 001-311-0000-4300	4.13
			281506	12806	MISC. HARDWARE SUPPLIES & U-CAR 001-311-0000-4300	229.72
			281946	12806	MISC. HARDWARE SUPPLIES & U-CAR 001-311-0000-4300	262.79
			281951	12806	MISC. HARDWARE SUPPLIES & U-CAR 001-311-0000-4300	229.72
					Total :	726.36
231034	5/1/2023	102530 AT & T	818-270-2203		PD NETWORK LINE	

Page: 2

vchlist
 04/26/2023 1:52:07PM

Voucher List
CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
231034	5/1/2023	102530 AT & T	(Continued)		001-222-0000-4220	216.00
					Total :	216.00
231035	5/1/2023	889037 AT&T MOBILITY	287277903027X0408202		MODEM FOR ELECTRONIC MESSAGE	
					001-310-0000-4220	101.19
					Total :	101.19
231036	5/1/2023	892412 AT&T MOBILITY	287297930559X0410202		MDT MODEMS-PD UNITS-MAR 2023	
					001-222-0000-4220	683.18
					Total :	683.18
231037	5/1/2023	889942 ATHENS SERVICES	14210219	12725	STREET SWEEPING SERVICES	
					011-311-0000-4260	20,113.40
					Total :	20,113.40
231038	5/1/2023	893939 AXON ENTERPRISES, INC	INUS112535	12579	BODY/VEHICLE CAMERA SYSTEM AND	
					010-225-3698-4500	27,388.19
					Total :	27,388.19
231039	5/1/2023	893013 AYSON, LEILANI	APRIL 2023		FITNESS CLASS INSTRUCTOR	
				12692	017-420-1337-4260	205.50
				12692	026-420-0887-4260	15.00
					Total :	220.50
231040	5/1/2023	889913 BALLIN, SYLVIA	APRIL 2023		GLACVCD TRUSTEE MEMBER STIPENI	
					001-190-0000-4111	150.00
					Total :	150.00
231041	5/1/2023	894402 BANNER BANK	1		5% RETENTION HELD-SF PACOIMA WA	
					010-2037	6,274.32
					Total :	6,274.32
231042	5/1/2023	892784 BARAJAS, MARIA BERENICE	APRIL 2023		FITNESS CLASS INSTRUCTOR	
				12683	017-420-1337-4260	387.50
				12683	026-420-0887-4260	150.00
				12683	017-420-1337-4260	554.50

Page: 3

 vchlist
 04/26/2023 1:52:07PM

Voucher List
CITY OF SAN FERNANDO

Page: 4

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
231042	5/1/2023	892784 892784 BARAJAS, MARIA BERENICE	(Continued)			Total : 1,092.00
231043	5/1/2023	892426 BEARCOM	5537434	12693	APRIL-MAINTENANCE AGREEMENT FC	
					001-135-0000-4260	12,557.13
					Total :	12,557.13
231044	5/1/2023	891301 BERNARDEZ, RENATE Z.	669	12700	INTERPRETATION SERVICES	
					001-101-0000-4270	300.00
					Total :	300.00
231045	5/1/2023	893591 BIOMEDICAL WASTE DISPOSAL	124262		BIOMEDICAL WASTE PICK UP & DISPO	
					001-222-0000-4260	100.00
					Total :	100.00
231046	5/1/2023	889345 BSN SPORTS LLC	921185072		SPORTS PROGRAM EQUIPMENT	
				12744	017-420-1330-4300	481.50
				12744	001-423-0000-4300	134.64
				12744	017-420-1328-4260	503.40
				12744	001-423-0000-4300	420.27
					Total :	1,539.81
231047	5/1/2023	888800 BUSINESS CARD	040423		DINNER FOR CC & STAFF-CC MTG 03/(
					001-101-0000-4300	165.38
			040423		HANGING FILE FOLDERS	
					110-422-3747-4300	91.87
			040423		AIRFARE-2023 TYLER CONNECT CONF	
					001-130-0000-4370	402.20
			040523		FLAGS	
					001-420-0000-4300	187.90
			040523		VPN SUBSCRIPTION-MAR 2023	
					001-135-0000-4260	78.30
			040523		LODGING-CALBO TRAINING	
					001-140-0000-4360	36.00
			040523		USB	
					001-130-0000-4300	8.81
			040623		FACIAL TISSUE	
					001-105-0000-4300	17.63

Page: 4

vchlist
04/26/2023 1:52:07PMVoucher List
CITY OF SAN FERNANDO

Page: 5

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
231047	5/1/2023	888800 BUSINESS CARD	(Continued) 040723		DEPOSIT-SPRING JAMBOREE EVENT 001-424-0000-4260	828.00
			041023	12857	DELL MICROSOFT 365 CLOUD SOLUTI 001-135-0000-4260	2,872.38
					001-135-0000-4260	1,681.37
			041023		SENIOR DANCE SUPPLIES 004-2346	126.71
			041123		PRIME ANNUAL SUBSCRIPTION RENE 001-190-0000-4380	153.25
			041223		AIRFARE-2023 TYLER CONNECT CONF 001-130-0000-4380	602.28
			041323		ORAL BOARD LUNCHEON-PERSONNEI 001-106-0000-4270	62.69
			041423		MEMBERSHIP DUES 001-130-0000-4380	65.00
			041723		MEMBERSHIP RENEWAL 001-130-0000-4380	50.00
			041723		ADOBE LICENSE-FIN 001-130-0000-4380	14.99
			041723		SENIOR CLUB DAY TRIP 004-2383	3,930.00
			041723		AIRFARE-2023 GSMO CONF 001-105-0000-4370	206.96
			041723		AIR FANS 017-420-1337-4300	529.17
			041823		LODGING-2023 GSMO CONF 001-105-0000-4370	236.52
			041923		2023 CA BUILDING STANDARDS CODE 001-140-0000-4360	1,503.81
			041923		MEMBERSHIP DUES 001-150-0000-4380	299.00
			041923		PAPER SHREDDER & OFFICE SUPPLIE 001-150-0000-4300	558.43
					Total :	14,708.65
231048	5/1/2023	888800 BUSINESS CARD	032323		TROLL ROAD	

Page: 5

vchlist
04/26/2023 1:52:07PMVoucher List
CITY OF SAN FERNANDO

Page: 6

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
231048	5/1/2023	888800 BUSINESS CARD	(Continued) 040623		001-225-0000-4370 CLETS COURSE	18.13
			040623		001-225-0000-4360 FRONT LINE COURSE	134.24
			041023		001-225-0000-4360 LODGING-2023 LACPCA	465.00
			041323		001-222-0000-4360 TONER	577.56
			041423		001-222-0000-4300 FIREARMS INSTRUCTOR COURSE	38.58
			041723		001-224-0000-4360 LODGING-FIREARMS INSTRUCTORS C	714.82
					001-224-0000-4360	1,013.72
					Total :	2,962.05
231049	5/1/2023	887810 CALGROVE RENTALS, INC.	167566-1	12708	GENERATOR & LIGHT TOWER RENTAL 070-384-0000-4330	145.49
					Total :	145.49
231050	5/1/2023	894404 CALIFORNIA BUILDING	SB1473		BSASRF FEE ASSESSMENT DUES 001-2268	5,248.66
					Total :	5,248.66
231051	5/1/2023	889056 CALLEROS, MARIA	REIMB.		POSTAGE-SCHOLARSHIP RECIPIENTS 001-420-0000-4450	81.30
					Total :	81.30
231052	5/1/2023	892465 CANON SOLUTIONS AMERICA, INC.	163251876	12895	IMAGERUNNER ADV C55351-WXFO533 001-222-0000-4300	1,000.00
			6003875601	12850	COPIER MAINTENANCE & COPIES-APF 001-135-0000-4260	298.54
					Total :	1,298.54
231053	5/1/2023	894010 CHARTER COMMUNICATIONS	0010518032923		REC PARK CABLE-03/29-04/28 001-420-0000-4260	260.74
			10328040523		CITY HALL CABLE-03/05-04/04	

Page: 6

vchlist
04/26/2023 1:52:07PMVoucher List
CITY OF SAN FERNANDO

Page: 7

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
231053	5/1/2023	894010 CHARTER COMMUNICATIONS	(Continued)			
			222204032923		001-190-0000-4220	177.84
					PW OPS CENTER CABLE-03/01-03/28	
					043-390-0000-4260	134.91
			283057040523		LP PARK CABLE-04/05-05/04	
					001-420-0000-4260	270.63
					Total :	844.12
231054	5/1/2023	892305 CISNEROS, GRACE	835706		SENIOR TRIP REFUND	
					004-2383	20.00
					Total :	20.00
231055	5/1/2023	100731 CITY OF LOS ANGELES	WP230000112	12745	WASTEWATER OPERATION & MAINTEN	
			WP230000112	12745	072-360-0629-4260	207,256.00
			WP230000112	12745	WASTEWATER OPERATION & MAINTEN	
			WP230000112	12745	072-360-0629-4260	207,257.00
			WP230000112	12745	WASTEWATER OPERATION & MAINTEN	
			WP230000112	12745	072-360-0629-4260	207,257.00
					Total :	829,027.00
231056	5/1/2023	103818 CITY OF LOS ANGELES	20230792050		IX-UNIT SANITATION PERMIT FEE	
					070-381-0000-4450	528.25
					Total :	528.25
231057	5/1/2023	100727 CITY OF LOS ANGELES TREASURER	WP230000113	12746	WASTEWATER CAPITAL PORTION OF A	
			WP230000113	12746	072-365-0629-4600	87,486.00
			WP230000113	12746	WASTEWATER CAPITAL PORTION OF A	
			WP230000113	12746	072-365-0629-4600	87,486.00
			WP230000113	12746	WASTEWATER CAPITAL PORTION OF A	
			WP230000113	12746	072-365-0629-4600	87,486.00
			WP230000113	12746	WASTEWATER CAPITAL PORTION OF A	
					Total :	87,486.00

Page: 7

vchlist
04/26/2023 1:52:07PMVoucher List
CITY OF SAN FERNANDO

Page: 8

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
231057	5/1/2023	100727 CITY OF LOS ANGELES TREASURER	(Continued)			
					Total :	437,430.00
231058	5/1/2023	103029 CITY OF SAN FERNANDO	5231-5262		REIMB. TO WORKER'S COMP	
					006-1038	8,289.27
					Total :	8,289.27
231059	5/1/2023	890893 CITY OF SAN FERNANDO	FY22/23		CIF-FACILITY FEE WAIVER-COMISION	
					053-101-0104-4430	127.50
					053-101-0113-4430	127.50
			MARCH 2023		COMMISSIONER'S STIPEND DONATION	
					001-420-0000-4111	75.00
					Total :	330.00
231060	5/1/2023	893824 COMPLETE OFFICE	4040915-0		BREAK ROOM SUPPLIES	
			4041550-0		001-222-0000-4300	196.25
					BREAK ROOM SUPPLIES	
					001-190-0000-4300	203.89
					Total :	400.14
231061	5/1/2023	100805 COOPER HARDWARE INC.	133396	12799	MISC. SUPPLIES FOR P.W. OPERATION	
			133453	12799	043-390-0000-4300	32.81
			133473	12799	MISC. SUPPLIES FOR P.W. OPERATION	
			133544	12799	070-383-0000-4310	40.23
			133647	12799	MISC. SUPPLIES FOR P.W. OPERATION	
			133684	12799	070-383-0000-4310	6.55
					MISC. SUPPLIES FOR P.W. OPERATION	
					043-390-0000-4300	5.03
					MISC. SUPPLIES FOR P.W. OPERATION	
					070-383-0000-4310	4.98
					MISC. SUPPLIES FOR P.W. OPERATION	
					070-384-0000-4310	23.91
					Total :	113.51
231062	5/1/2023	894364 CORO SOUTHERN CALIFORNIA INC	031420233	12896	COMMUNITY ENGAGEMENT FRAMEW	
					001-105-0000-4270	7,000.00
					Total :	7,000.00
231063	5/1/2023	888951 DOMINGUEZ, WALTER	REIMB.		LODGING-SUPERVISORY LEADERSHIP	

Page: 8

vchlist
04/26/2023 1:52:07PMVoucher List
CITY OF SAN FERNANDO

Page: 9

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
231063	5/1/2023	888951 DOMINGUEZ, WALTER	(Continued)		001-225-0000-4360	422.70
					Total :	422.70
231064	5/1/2023	101152 DUARTE, JULIE	TRAVEL		PER DIEM-GSMO ANNUAL CONFERENI	
					001-105-0000-4370	75.00
					Total :	75.00
231065	5/1/2023	889121 EDGESOFT, INC.	3363	12728	AIMS SYSTEM MAINTENANCE-APRIL 20	
					055-135-0000-4260	2,080.00
					Total :	2,080.00
231066	5/1/2023	890401 ENVIROGEN TECHNOLOGIES INC	0013841-IN SUB 1	12503	ION EXCHANGE NITRATE REMOVAL TF	
					070-385-0857-4600	90,200.00
					070-385-0857-4600	7,605.50
					Total :	97,805.50
231067	5/1/2023	103851 EVERSOF, INC.	R2347576		WATER SOFTENER RENTAL-WELL2A	
					070-384-0000-4330	53.14
					Total :	53.14
231068	5/1/2023	889201 FOOTHILL SOILS, INC	53659	12893	35C/YARDS OF COMPOST AND OTHER	
				12893	043-390-0000-4300	1,558.00
					001-346-0000-4300	577.25
					Total :	2,135.25
231069	5/1/2023	894334 FRIEND, ERICA	APRIL 2023		COMMISSIONER'S STIPEND	
					001-420-0000-4111	75.00
			MARCH 2023		COMMISSIONER'S STIPEND	
					001-420-0000-4111	75.00
					Total :	150.00
231070	5/1/2023	893983 FRITZ, JULIA	REIMB.		REFRESH & SNACKS-CITY EVENTS	
					001-105-0000-4300	77.85
					Total :	77.85
231071	5/1/2023	892198 FRONTIER COMMUNICATIONS	209-150-5145-010598-		PAC 50 TO SHERIFFS	
					001-222-0000-4220	539.34

Page: 9

vchlist
04/26/2023 1:52:07PMVoucher List
CITY OF SAN FERNANDO

Page: 10

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
231071	5/1/2023	892198 FRONTIER COMMUNICATIONS	(Continued)			
			209-150-5250-081292		RADIO REPEATER	
					001-222-0000-4220	43.04
			209-150-5251-040172		MWD METER	
					070-384-0000-4220	60.72
			209-151-4939-102990		MUSIC CHANNEL	
					001-190-0000-4220	42.41
			209-151-4941-102990		POLICE PAGING	
					001-222-0000-4220	53.27
			209-151-4942-041191		CITY YARD AUTO DIALER	
					070-384-0000-4220	57.15
			209-151-4943-081292		RADIO REPEATER	
					001-222-0000-4220	43.04
			209-188-4362-031792		POLICE PHONE LINES	
					001-222-0000-4220	718.57
			209-188-4363-031892		VARIOUS PHONE LINES	
					001-190-0000-4220	88.03
					070-384-0000-4220	323.88
					001-420-0000-4220	260.42
			209-188-46361-031792		RCS PHONE LINES	
					001-420-0000-4220	138.55
			818-361-0901-051499		SEWER FLOW MONITORING	
					072-360-0000-4220	69.38
			818-361-2472-031415		PW PHONE LINES	
					070-384-0000-4220	563.06
			818-361-3958-091407		CNG STATION	
					074-320-0000-4220	51.24
			818-361-5002-052096		PD SPECIAL ACTIVITIES PHONE	
					001-222-0000-4220	58.59
			818-837-7174-052096		PD SPECIAL ACTIVITIES PHONE	
					001-222-0000-4220	43.63
			818-838-1841-112596		ENGINEERING FAX MODEM	
					001-310-0000-4220	30.63
					Total :	3,184.95
231072	5/1/2023	893953 GALE, PAUL JOHN	APRIL 2023	12702	SHOTOKAN KARATE CLASSES	
					017-420-1326-4260	261.00

Page: 10

vchlist
 04/26/2023 1:52:07PM

Voucher List
CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
231072	5/1/2023	893953 GALE, PAUL JOHN	(Continued)	12702	026-420-0887-4260	22.50
					Total :	283.50
231073	5/1/2023	887249 GALLS, LLC	023949334		UNIFORM SHIRTS	155.04
			023949340		001-222-0000-4300	78.47
			023949401		UNIFORM PANTS	19.55
					001-222-0000-4300	253.06
					Total :	253.06
231074	5/1/2023	894351 GARCIA, VICTORIA	APRIL 2023		COMMISSINER'S STIPEND	75.00
					001-310-0000-4111	75.00
					Total :	75.00
231075	5/1/2023	894054 GLORY DAYS SERVICES INC	33604		PICTURES-MCB PROGRAM	1,334.22
					017-420-1330-4260	1,334.22
					Total :	1,334.22
231076	5/1/2023	894008 GMU PAVEMENT ENGINEERING	63497		ON CALL PAVEMENT DESIGN SERVICE	2,857.84
				12811	012-311-0560-4600	22,361.41
				12811	024-311-0560-4600	5,370.00
			63498		ON CALL PAVEMENT DESIGN SERVICE	30,589.25
				12811	024-311-0560-4600	
					Total :	30,589.25
231077	5/1/2023	889352 GOMEZ, ADRIANA B.	ARPIL 2023		COMMISSINER'S STIPEND	75.00
					001-310-0000-4111	75.00
					Total :	75.00
231078	5/1/2023	890982 GONZALES, ROBERT C.	ARPIL 2023		COMMISSIONER'S STIPEND	75.00
			MARCH 2023		001-420-0000-4111	75.00
					COMMISSIONER'S STIPEND	75.00
					001-420-0000-4111	150.00
					Total :	150.00
231079	5/1/2023	893025 GONZALEZ, IVAN	APRIL 2023		COMMISSINER'S STIPEND	

Page: 11

 vchlist
 04/26/2023 1:52:07PM

Voucher List
CITY OF SAN FERNANDO

Page: 12

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
231079	5/1/2023	893025 GONZALEZ, IVAN	(Continued)		001-310-0000-4111	75.00
					Total :	75.00
231080	5/1/2023	892550 GOVEA, DAVID	MARCH 2023		COMMISSIONER'S STIPEND	75.00
					001-420-0000-4111	75.00
					Total :	75.00
231081	5/1/2023	101376 GRAINGER, INC.	9657961232	12761	MISC. SUPPLIES FOR FACILITIES & TR	45.03
					043-390-0000-4300	45.03
					Total :	45.03
231082	5/1/2023	101427 H.C. STROUD	16514		VEHICLE MAINT-WA0172	72.00
					070-383-0000-4400	72.00
					Total :	72.00
231083	5/1/2023	101450 HANSEN, SUSIE	681		DEP-ENTERTAINMENT FOR SENIOR E)	535.00
					001-422-0000-4260	535.00
					Total :	535.00
231084	5/1/2023	890594 HEALTH AND HUMAN RESOURCE	E0290700		EAP-MAY 2023	250.90
					001-106-0000-4260	250.90
					Total :	250.90
231085	5/1/2023	888309 HI 2 LO VOLTAGE WIRING CO, INC	20522		MONITORING SERVICES 04/01/23-06/30	75.00
					001-222-0000-4260	75.00
					Total :	75.00
231086	5/1/2023	101511 HINDERLITER DE LLAMAS & ASSOC.	SIN022981	12792	CONTRACT SERVICES SALES & TRAN	2,916.68
			SIN026327	12792	001-130-0000-4270	2,761.42
			SIN026932	12792	CONTRACT SERVICES SALES & TRAN	600.00
					001-130-0000-4270	6,278.10
					Total :	6,278.10
231087	5/1/2023	887346 IML SECURITY SUPPLY	3588797		SECURITY LOCKS	408.81
					070-383-0000-4310	

Page: 12

vchlist
04/26/2023 1:52:07PMVoucher List
CITY OF SAN FERNANDO

Page: 13

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
231087	5/1/2023	887346 887346 IML SECURITY SUPPLY	(Continued)			Total : 408.81
231088	5/1/2023	893275 INTERWEST CONSULTING GROUP	85939	12634	CONTRACTED PLANNING SERVICES 001-150-0000-4270	18,256.25 Total : 18,256.25
231089	5/1/2023	892682 IPS GROUP, INC.	INV83195	12759	WEB BASED DATA MGMT FEE & CREDI 029-335-0000-4260	754.34 Total : 754.34
231090	5/1/2023	891777 IRRIGATION EXPRESS	15268278-00	12809	IRRIGATION SUPPLIES FOR REPAIRS & 043-390-0000-4300	233.90 Total : 233.90
231091	5/1/2023	892118 JOHN ROBINSON CONSULTING, INC.	SF202001-38	12145	UPPER RESERVOIR REPL CONSTR. MI 070-385-0716-4600	23,589.73 Total : 23,589.73
231092	5/1/2023	893885 JOHNNY ALLEN TENNIS ACADEMY	APRIL 2023	12703 12703	SERVICES FOR TENNIS PROGRAM 017-420-1327-4260 026-420-0887-4260	338.00 107.50 Total : 445.50
231093	5/1/2023	894007 KARINA SWEEPING COMPANY	0012 0013	12739 12739	MALL SWEEPING SERVICES-FEB 2023 029-335-0000-4260 MALL SWEEPING SERVICES-MARCH 20 029-335-0000-4260	6,720.00 7,440.00 Total : 14,160.00
231094	5/1/2023	894321 KASA CONSTRUCTION INC	2	12875	CONSTR. SERV. FOR LAYNE PARK RE 010-420-3669-4600 010-2037	100,800.00 -5,040.00 Total : 95,760.00
231095	5/1/2023	894129 KITH, KANIKA	REIMB.		FLYERS FOR ICSC & CONF LODGING 001-150-0000-4230 001-150-0000-4370	139.81 630.36

Page: 13

vchlist
04/26/2023 1:52:07PMVoucher List
CITY OF SAN FERNANDO

Page: 14

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
231095	5/1/2023	894129 894129 KITH, KANIKA	(Continued)			Total : 770.17
231096	5/1/2023	101990 L.A. COUNTY METROPOLITAN	6018834 6019233		TAP-FEB 2023 007-440-0441-4260 TAP-MAR 2023 007-440-0441-4260	180.00 360.00 Total : 540.00
231097	5/1/2023	101848 LANGUAGE LINE SERVICES	10986758		INTERPRETATION SERVICES 001-222-0000-4260	20.81 Total : 20.81
231098	5/1/2023	893063 LEON, MIGUEL	041823		REIMB-SENIOR CLUB ACTIVITIES 004-2380	281.65 Total : 281.65
231099	5/1/2023	101920 LIEBERT CASSIDY WHITMORE	234176 234954 235032 235069 235072 235077 235088 235093 237425 237426 237427		LEGAL SERVICES 001-112-0000-4270 LEGAL SERVICES 001-112-0000-4270 LEGAL SERVICES 001-112-0000-4270 LEGAL SERVICES 001-112-0000-4270 LEGAL SERVICES 001-112-0000-4270 LEGAL SERVICES 001-112-0000-4270 LEGAL SERVICES 001-112-0000-4270 LEGAL SERVICES 001-112-0000-4270 LEGAL SERVICES 001-112-0000-4270 LEGAL SERVICES 001-112-0000-4270 LEGAL SERVICES 001-112-0000-4270 LEGAL SERVICES 001-112-0000-4270	10,791.00 693.00 2,308.50 1,944.00 4,539.81 1,539.00 189.00 1,302.00 188.50 2,916.00

Page: 14

vchlist
04/26/2023 1:52:07PMVoucher List
CITY OF SAN FERNANDO

Page: 15

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
231099	5/1/2023	101920 LIEBERT CASSIDY WHITMORE	(Continued)			
			237428		001-112-0000-4270 LEGAL SERVICES	2,362.50
			237429		001-112-0000-4270 LEGAL SERVICES	315.00
			237430		001-112-0000-4270 LEGAL SERVICES	31.50
			237431		001-112-0000-4270 LEGAL SERVICES	5,918.00
					001-112-0000-4270	19,732.00
					Total :	54,769.81
231100	5/1/2023	891080 LOPEZ, PATTY	APRIL 2023		COMMISSIONER'S STIPEND 001-420-0000-4111	75.00
			MARCH 2023		COMMISSIONER'S STIPEND 001-420-0000-4111	75.00
					Total :	150.00
231101	5/1/2023	892477 LOWES	9747-01210		MISC ITEMS 001-311-0000-4300	193.39
			9754-01326		WELL SITE SUPPLIES 070-384-0000-4300	75.38
			9754-01842		WELL SITE SUPPLIES 070-384-0000-4330	149.17
					Total :	417.94
231102	5/1/2023	894025 MATSUOKA, TODD	REIMB.		ICC TRAINING CLASS 001-140-0000-4370	10.00
					Total :	10.00
231103	5/1/2023	888254 MCCALLA COMPANY	081567	12684	DISPOSAL GLOVES & PROTECTIVE SU 001-222-0000-4300	527.91
					Total :	527.91
231104	5/1/2023	893200 MCKESSON MEDICAL-SURGICAL	20483826		MEDICATION 001-225-0000-4350	4.17
					Total :	4.17

Page: 15

vchlist
04/26/2023 1:52:07PMVoucher List
CITY OF SAN FERNANDO

Page: 16

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
231105	5/1/2023	894221 MELTON, ERICA D.	26-32		PETTY CASH REIMBURSEMENT 001-222-0000-4300	59.08
					001-310-0000-4300	61.54
					001-310-0000-4360	25.00
					001-370-0000-4300	29.76
					Total :	175.38
231106	5/1/2023	102148 METROPOLITAN WATER DISTRICT	11094		WATER DELIVERY-MARCH 2023 070-384-0000-4450	193,802.70
					Total :	193,802.70
231107	5/1/2023	102226 MISSION LINEN SUPPLY	519063141	12685	LAUNDRY SERVICE FOR PD 001-225-0000-4350	281.12
			519105423	12685	LAUNDRY SERVICE FOR PD 001-225-0000-4350	267.71
					Total :	548.83
231108	5/1/2023	893343 MOHR, NICOLE	APRIL 2023		COMMISSIONER'S STIPEND 001-310-0000-4111	75.00
			MARCH 2023		COMMISSIONER'S STIPEND 001-420-0000-4111	75.00
					Total :	150.00
231109	5/1/2023	893934 MORA, JUAN LUIS	MCB-0323	12751	MISSION CITY BASEBALL PROGRAM 017-420-1330-4260	4,936.18
					Total :	4,936.18
231110	5/1/2023	102423 OCCU-MED, INC.	0423901		PRE-EMPLOYMENT PHYSICALS 001-106-0000-4260	1,409.00
					Total :	1,409.00
231111	5/1/2023	894100 ODP BUSINESS SOLUTIONS , LLC	288330123001		OFFICE SUPPLIES 001-130-0000-4300	39.40
			289545112001		ITEM RETURNED 001-130-0000-4300	-39.40
			303135131002		OFFICE SUPPLIES 070-381-0000-4300	14.19

Page: 16

vchlist
04/26/2023 1:52:07PMVoucher List
CITY OF SAN FERNANDO

Page: 17

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
231111	5/1/2023	894100 ODP BUSINESS SOLUTIONS , LLC	(Continued)			
			304170800001		OFFICE SUPPLIES	
					001-130-0000-4300	50.97
			304321519001		OFFICE SUPPLIES	
					001-130-0000-4300	208.32
			304321535001		OFFICE SUPPLIES	
					001-130-0000-4300	30.59
			305173124001		OFFICE SUPPLIES	
					001-222-0000-4300	106.76
			306258832001		OFFICE SUPPLIES	
					001-150-0000-4300	227.51
			306304303001		OFFICE SUPPLIES	
					001-150-0000-4300	28.65
			306304305001		OFFICE SUPPLIES	
					001-150-0000-4300	6.09
			306307935001		TONERS	
					001-150-0000-4300	406.40
			306309363001		TONERS	
					001-150-0000-4300	736.49
			306310171001		TONER	
					001-150-0000-4300	368.25
			306468432001		OFFICE SUPPLIES	
					001-150-0000-4300	11.00
			306472614001		OFFICE SUPPLIES	
					001-150-0000-4300	33.75
			306472618001		OFFICE SUPPLIES	
					001-150-0000-4300	76.00
			307402380001		OFFICE SUPPLIES	
					070-381-0000-4300	90.86
			307662940001		OFFICE SUPPLIES	
					041-320-0000-4300	68.74
			308878833001		OFFICE SUPPLIES	
					001-310-0000-4300	58.59
			308944300001		OFFICE SUPPLIES	
					001-222-0000-4300	68.36
			308945218001		OFFICE SUPPLIES	
					001-222-0000-4300	86.99

Page: 17

vchlist
04/26/2023 1:52:07PMVoucher List
CITY OF SAN FERNANDO

Page: 18

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
231111	5/1/2023	894100 ODP BUSINESS SOLUTIONS , LLC	(Continued)			
			308945219001		OFFICE SUPPLIES	
					001-222-0000-4300	36.14
					Total :	2,714.65
231112	5/1/2023	894024 ORTIZ ENTERPRISES, INC.	P13	12650	SF REGIONAL PARK INFILTRATION PR	
					010-310-0620-4600	77,400.00
					010-2037	-3,870.00
					Total :	73,530.00
231113	5/1/2023	893115 P.E.R.S. CITY RETIREMENT	100000017131039		2023 REPLACEMENT BENEFIT CONTRI	
					018-101-0000-4450	691.47
					Total :	691.47
231114	5/1/2023	894056 PACIFIC HYDROTECH CORPORATION	005	12642	UPPER RESERVOIR REPLACEMENT PI	
					010-385-0716-4600	120,469.00
					010-2037	-6,023.45
					Total :	114,445.55
231115	5/1/2023	892360 PARKING COMPANY OF AMERICA	INVM0017578	12783	PUBLIC TRANSPORTATION SERVICES-	
				12783	008-313-0000-4260	48,860.96
					007-313-3630-4402	4,895.75
					Total :	53,756.71
231116	5/1/2023	889545 PEREZ, MARIBEL	REIMB.		SUPPLIES FOR SPECIAL EVENTS	
					001-423-0000-4300	97.00
					Total :	97.00
231117	5/1/2023	893933 PORTA-STOR	381435		MCB STORAGE BIN RENTAL	
					017-420-1330-4260	82.00
					Total :	82.00
231118	5/1/2023	894401 PRIHAR, MICHAEL	LDF 20-0899	12899	ARBITRATION REGARDING WOODWAF	
					001-112-0000-4270	20,652.15
					Total :	20,652.15
231119	5/1/2023	102688 PROFESSIONAL PRINTING CENTERS	21108	12721	PRINTING SERVICES	
					001-150-0000-4230	1,117.94

Page: 18

vchlist
04/26/2023 1:52:07PMVoucher List
CITY OF SAN FERNANDO

Page: 19

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
231119	5/1/2023	102688 102688 PROFESSIONAL PRINTING CENTERS	(Continued)			Total : 1,117.94
231120	5/1/2023	890004 PTS	2104498		PD PAY PHONE-MAY 2023 001-190-0000-4220	65.64 Total : 65.64
231121	5/1/2023	893553 QUADIENT LEASING USA, INC	N9881530		QRTLY LEASE PAYMENT & RENTAL 001-190-0000-4280	1,449.36 Total : 1,449.36
231122	5/1/2023	102738 QUINTERO ESCAMILLA, VIOLETA	APRIL 2023	12689 12689	SENIOR MUSIC CLASS INSTRUCTOR 026-420-0887-4260 017-420-1323-4260	40.00 320.00 Total : 360.00
231123	5/1/2023	894403 RADETICH, MARTHA	835675		SENIOR TRIP REFUND 004-2383	85.00 Total : 85.00
231124	5/1/2023	887296 ROBLED0, OLIVIA	MARCH 2023		COMMISSIONER'S STIPEND 001-420-0000-4111	75.00 Total : 75.00
231125	5/1/2023	894241 RODRIGUEZ, LAURELA.	MARCH 2023		COMMISSIONER'S STIPEND 001-420-0000-4111	75.00 Total : 75.00
231126	5/1/2023	887872 ROSENBERG, IRWIN	REIMB. REIMB.		USB 001-222-0000-4300 LODGING-CPOA LEGISLATIVE SUMMIT 001-222-0000-4360	26.80 223.54 Total : 250.34
231127	5/1/2023	103057 SAN FERNANDO VALLEY SUN	11878 11887		PUBLIC HEARING NOTICE-CUP 2023-01 001-150-0000-4230 ADOPTED URG ORD-1715 BANNING AF 001-115-0000-4230	145.13 128.25

Page: 19

vchlist
04/26/2023 1:52:07PMVoucher List
CITY OF SAN FERNANDO

Page: 20

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
231127	5/1/2023	103057 103057 SAN FERNANDO VALLEY SUN	(Continued)			Total : 273.38
231128	5/1/2023	894125 SANCHEZ, NATASHA	APRIL 2023		COMMISSIONER'S STIPEND 001-420-0000-4111	75.00 Total : 75.00
231129	5/1/2023	102967 SCOTT FAZEKAS & ASSOCIATES INC	22068 22069 22121 22122 22218 22313 22419 22425	12897 12897 12897 12897 12897 12897 12897	PLAN CHECK SERVICES 001-2698 BUILDING PLAN CHECK & BUILDING OI 001-140-0000-4270 PLAN CHECK SERVICES 001-2698 BUILDING PLAN CHECK & BUILDING OI 001-140-0000-4270 BUILDING PLAN CHECK & BUILDING OI 001-140-0000-4270 BUILDING PLAN CHECK & BUILDING OI 001-140-0000-4270 BUILDING PLAN CHECK & BUILDING OI 001-140-0000-4270 BUILDING PLAN CHECK & BUILDING OI 001-140-0000-4270	3,581.69 187.50 21,054.58 1,305.00 315.00 125.00 3,077.08 375.00 Total : 30,020.85
231130	5/1/2023	891849 SHI INTERNATIONAL CORP	B16642269	12887	REPLACE FIREWALL AT THE POLICE S 121-135-3689-4260	1,978.74 Total : 1,978.74
231131	5/1/2023	103184 SMART & FINAL	0022 0037 0038 0155		BREAK ROOM SUPPLIES 001-222-0000-4300 SUPPLIES 001-422-0000-4300 004-2346 ITEM FOR SENIOR CLUB TRIP 004-2383 ITEMS FOR SENIOR DANCE EVENT 004-2346	36.93 60.96 11.69 45.26 89.44

Page: 20

vchlist
04/26/2023 1:52:07PMVoucher List
CITY OF SAN FERNANDO

Page: 21

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
231131	5/1/2023	103184 SMART & FINAL	(Continued) 0200		TBC SNACKS TO SELL-SPRING JAMBC 004-2391	162.82
			0281		BREAK ROOM SUPPLIES 001-222-0000-4300	24.06
			048		SUPPLIES FOR CALLES VERDES EVEN 001-310-0000-4300	70.83
			227		SUPPLIES FOR CALLES VERDES EVEN 001-310-0000-4300	66.83
					Total :	568.82
231132	5/1/2023	103202 SOUTHERN CALIFORNIA EDISON CO.	600000512389		ELECTRIC-VARIOUS PAYMENTS 027-344-0000-4210	11,641.54
					029-335-0000-4210	2,493.06
					074-320-0000-4210	7,979.40
					043-390-0000-4210	4,543.58
					070-384-0000-4210	22,838.49
			700136176526		ELECTRIC-METER FOR MALL-MACLAY, 030-341-0000-4210	77.35
			700363532503		ELECTRIC-VARIOUS LOCATIONS 043-390-0000-4210	4,969.68
					Total :	54,543.10
231133	5/1/2023	103202 SOUTHERN CALIFORNIA EDISON CO.	700360580265		ELECTRIC-910 FIRST 043-390-0000-4210	6,976.78
			700577150347		ELECTRIC-190 PARK 027-344-0000-4210	992.45
					Total :	7,969.23
231134	5/1/2023	100532 STATE OF CALIFORNIA, DEPARTMENT OF JUSTICE	645755	12714	DOJ LIVESCAN FINGERPRINTING 004-2386	2,181.00
				12714	001-222-0000-4270	285.00
			647668		FINGERPRINTS-MARCH 2023 001-106-0000-4270	64.00
					Total :	2,530.00
231135	5/1/2023	894130 SUNBURST UNIFORMS	1826		UNIFORMS FOR PD PERSONNEL	

Page: 21

vchlist
04/26/2023 1:52:07PMVoucher List
CITY OF SAN FERNANDO

Page: 22

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
231135	5/1/2023	894130 SUNBURST UNIFORMS	(Continued)		001-222-0000-4300	620.48
				12698	Total :	620.48
231136	5/1/2023	888621 SWRCB	SW-0263024		SF REGIONAL PARK FILTRATION ANNU 010-310-0764-4600	600.00
					Total :	600.00
231137	5/1/2023	893061 TAPIA, FREDDY	REIMB.		MILEAGE REIMB 001-420-0000-4390	8.88
					Total :	8.88
231138	5/1/2023	103338 TESH, DAVID	REIMB.		RGSTR-ARPOC POST TRAINING 001-226-0000-4360	399.00
					Total :	399.00
231139	5/1/2023	894304 TESS ELECTRIC INC.	1239	12891	WELL 3 WTR LUBE CONTROL LOGIC M 070-384-0000-4300	6,586.25
					Total :	6,586.25
231140	5/1/2023	103205 THE GAS COMPANY	042-320-6900-7		GAS-910 FIRST 043-390-0000-4210	1,090.52
			088-520-6400-8		GAS-117 MACNEIL 043-390-0000-4210	647.79
			090-620-6400-2		GAS-120 MACNEIL 070-381-0000-4210	70.34
					072-360-0000-4210	70.34
					043-390-0000-4210	140.69
			143-287-8131-6		GAS-208 PARK 043-390-0000-4210	491.85
					Total :	2,511.53
231141	5/1/2023	101528 THE HOME DEPOT CRC, ACCT#603532202490	1013913		TOOLS FOR TRUCK 001-311-0000-4300	357.86
			3100708		MISC SUPPLIES 001-311-0000-4300	71.33
			4022405		MATL'S FOR CESAR CHAVEZ MEMORI/	

Page: 22

vchlist
 04/26/2023 1:52:07PM

Voucher List
CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
231141	5/1/2023	101528 THE HOME DEPOT CRC, ACCT#603532202490 (Continued)				
			5274149		043-390-0000-4300 MISC SUPPLIES	123.29
			6023215		001-150-0000-4300 SMALL TOOLS	180.25
			6023216		001-311-0000-4300 WELL SITE SUPPLIES & CABINETS	179.44
			7091076		001-370-0000-4300 MAT'L'S FOR STREET LIGHT REPAIRS	240.95
					001-370-0000-4300	24.73
					Total :	1,177.85
231142	5/1/2023	890833 THOMSON REUTERS	848061663	12740	DETECTIVE INVESTIGATIVE SOFTWARE 001-135-0000-4260	242.52
					Total :	242.52
231143	5/1/2023	888399 TORO ENTERPRISES INC.	1	12885	PACOIMA WASH BIKEWAY & PEDESTRIAN 010-311-0550-4600	62,743.00
				12885	010-311-0549-4600	62,743.00
					010-2037	-6,274.30
					Total :	119,211.70
231144	5/1/2023	893905 TORRES-GAHM, GRACIELA	APRIL 2023	12775	CLEANING SERVICES FOR LOPEZ ADC 001-420-0000-4260	520.00
					Total :	520.00
231145	5/1/2023	103413 TRANS UNION LLC	03304160		CREDIT CHECK 001-222-0000-4260	85.00
					Total :	85.00
231146	5/1/2023	103463 U.S. POSTMASTER	APRIL 2023		POSTAGE-APRIL UTILITY BILLS 070-382-0000-4300	602.52
					072-360-0000-4300	602.52
					Total :	1,205.04
231147	5/1/2023	103439 UPS	831954133		COURIER SERVICES 001-190-0000-4280	136.11

Page: 23

 vchlist
 04/26/2023 1:52:07PM

Voucher List
CITY OF SAN FERNANDO

Page: 24

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
231147	5/1/2023	103439 103439 UPS	(Continued)			
					Total :	136.11
231148	5/1/2023	103449 USA BLUE BOOK	284831	12836	FOR MISC. MAINT. SUPPLIES, LAB SUP 070-384-0000-4300	223.65
			293939	12836	FOR MISC. MAINT. SUPPLIES, LAB SUP 070-384-0000-4300	321.56
			307168	12836	FOR MISC. MAINT. SUPPLIES, LAB SUP 070-384-0000-4300	289.78
			308458	12836	FOR MISC. MAINT. SUPPLIES, LAB SUP 070-384-0000-4300	584.28
			314518	12836	FOR MISC. MAINT. SUPPLIES, LAB SUP 070-384-0000-4300	599.15
					Total :	2,018.42
231149	5/1/2023	893647 VALEO NETWORKS	20839		NEW SWITCHES-PW 001-135-0000-4260	141.75
					Total :	141.75
231150	5/1/2023	103534 VALLEY LOCKSMITH	1517	12787	LOCKSMITH SERVICES FOR ALL FACIL 043-390-0000-4330	165.00
					Total :	165.00
231151	5/1/2023	103547 VANGUARD INDUSTRIES WEST, INC.	143510		RIBBON 001-222-0000-4300	107.82
					Total :	107.82
231152	5/1/2023	893422 VELARDE, CARMEN	835672		SENIOR TRIP REFUND 004-2383	85.00
					Total :	85.00
231153	5/1/2023	889644 VERIZON BUSINESS	66022516		CITY HALL LONG DISTANCE 001-190-0000-4220	53.73
			66022517		CITY YARD LONG DISTANCE 070-384-0000-4220	16.12
			66022518		CITY HALL LONG DISTANCE 001-190-0000-4220	26.87
			66022519		POLICE LONG DISTANCE 001-222-0000-4220	122.63

Page: 24

vchlist
 04/26/2023 1:52:07PM

Voucher List
CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
231153	5/1/2023	889644 VERIZON BUSINESS	(Continued) 66022520		CITY YARD LONG DISTANT 070-384-0000-4220	10.75
			660225221		PARK LONG DISTANCE 001-420-0000-4220	16.38
			66023058		PW LONG DISTANCE 001-310-0000-4220	5.38
			66023069		CITY HALL LONG DISTANCE 001-190-0000-4220	59.11
					Total :	310.97
231154	5/1/2023	103603 VULCAN MATERIALS COMPANY	73604195	12779	BASE & COLD MIX FOR UTILITY TRENC 070-383-0000-4310	977.23
					Total :	977.23
231155	5/1/2023	888390 WEST COAST ARBORISTS, INC.	198079	12788	ANNUAL CITY TREE TRIMMING SERVIC 110-346-0838-4270	939.00
			198080	12788	ANNUAL CITY TREE TRIMMING SERVIC 001-311-0000-4260	1,400.00
					Total :	2,339.00
231156	5/1/2023	891531 WILLDAN ENGINEERING	00337446	12265	WELL 7A REGULATORY COMPLIANCE 070-381-0000-4270	578.25
			00337490	12724	NPDES CONSULTING SERVICES 023-311-0000-4270	12,175.00
					Total :	12,753.25
231157	5/1/2023	892231 WIN-911 SOFTWARE	X1C088F46-2023616		WATER SYSTEM SOFTWARE ANNUAL 070-381-0000-4370	1,400.00
					070-381-0000-4380	1,000.00
					Total :	2,400.00
231158	5/1/2023	894399 ZIYALOV, ART	TRAVEL		PER DIEM-2023 TYLER CONNECT USEI 001-130-0000-4370	120.00
					Total :	120.00
137	Vouchers for bank code :		bank3		Bank total :	2,489,007.09

Page: 25

 vchlist
 04/26/2023 1:52:07PM

Voucher List
CITY OF SAN FERNANDO

Page: 26

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
137	Vouchers in this report				Total vouchers :	2,489,007.09

Voucher Registers are not final until approved by Council.

Page: 26

SPECIAL CHECK

EXHIBIT "A"
RES. NO. 23-051

vchlist

04/13/2023

9:30:38AM

Voucher List
CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
231015	4/13/2023	103648 CITY OF SAN FERNANDO	PR 4/14/23		REIMB FOR PAYROLL W/E 4/7/23	
					001-1003	572,631.34
					007-1003	2,107.81
					017-1003	681.93
					027-1003	2,109.80
					029-1003	2,364.38
					030-1003	1,806.48
					041-1003	7,016.07
					043-1003	23,117.28
					070-1003	53,734.12
					072-1003	13,529.77
					094-1003	923.75
					110-1003	130.47
					Total :	680,153.20
1 Vouchers for bank code : bank3						Bank total : 680,153.20
1 Vouchers in this report						Total vouchers : 680,153.20

Voucher Registers are not final until approved by Council.

Page: 1

SPECIAL CHECK

EXHIBIT "A"
RES. NO. 23-051

vchlist

04/14/2023

1:55:13PM

Voucher List
CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
231016	4/14/2023	100711 CITY OF LOS ANGELES	2023010335		U-PERMIT-UPPER RESERVOIR PROJ. - 070-385-0716-4600	57,545.05
Total :						57,545.05
1 Vouchers for bank code : bank3						Bank total : 57,545.05
1 Vouchers in this report						Total vouchers : 57,545.05

Voucher Registers are not final until approved by Council.

Page: 1

SPECIAL CHECKS

EXHIBIT "A"
RES. NO. 23-051
 Page: 1

vchlist

04/20/2023 10:36:33AM

Voucher List
 CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
231017	4/20/2023	103596 CALIFORNIA VISION SERVICE PLAN	DEMAND		VISION INS BENEFITS - APRIL 2023 001-1160	2,320.85
					Total :	2,320.85
231018	4/20/2023	891230 DELTA DENTAL INSURANCE COMPANY	DEMAND		DENTAL INS BENEFITS - APRIL 2023 001-1160	176.22
					Total :	176.22
231019	4/20/2023	890907 DELTA DENTAL OF CALIFORNIA	DEMAND		DENTAL INS BENEFITS - APRIL 2023 001-1160	11,907.76
					Total :	11,907.76
231020	4/20/2023	887627 STANDARD INSURANCE	DEMAND		LIFE/AD&D INS BENEFITS - APRIL 2023 001-1160	4,788.98
					Total :	4,788.98
4 Vouchers for bank code :		bank3			Bank total :	19,193.81
4 Vouchers in this report					Total vouchers :	19,193.81

Voucher Registers are not final until approved by Council.

Page: 1

SPECIAL CHECK

EXHIBIT "A"
RES. NO. 23-051vchlist
04/25/2023 10:15:05AMVoucher List
CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
231021	4/25/2023	894212 INVESTIGATIVE POLYGRAPH	429		BACKGROUND INVESTIGATIVE SERVIC	
				12738	001-222-0000-4270	1,300.00
			437		BACKGROUND INVESTIGATIVE SERVIC	
				12738	001-222-0000-4270	450.00
					Total :	1,750.00
1 Vouchers for bank code :		bank3			Bank total :	1,750.00
1 Vouchers in this report					Total vouchers :	1,750.00

Voucher Registers are not final until approved by Council.

Page: 1

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

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

Date: May 1, 2023

Subject: Receive and File the City Manager's Proposed Fiscal Year 2023-2024 Annual Budget

RECOMMENDATION:

It is recommended that the City Council receive and file the City Manager's Proposed Budget for Fiscal Year (FY) 2023-2024 (Attachment "A").

BACKGROUND:

1. On February 21, 2023, the City Council received a presentation of the Annual Comprehensive Financial Report for the fiscal year ending June 30, 2021, FY 2022-2023 Mid-Year Budget update, and FY 2023-2024 Budget Outlook. This marked the kick-off of the Fiscal Year 2023-2024 Budget season.
2. On March 3, 2023, the City Council held a Special Study Session to review the 2022-2027 Strategic Goals and discuss Fiscal Year 2023-2024 City Council Priorities.
3. During April 2023, the City Manager and Director of Finance met with each Department to develop the FY 2023-2024 City Manager's Proposed Budget, which includes revenues and expenditures for the General Fund, Enterprise Funds, and all Special Revenue Funds.
4. The Fiscal Year 2023-2024 Proposed Budget is scheduled to be made available to the City Council on May 1, 2023 and posted to the City's website ([SFCITY.ORG/Finance/#Financial-Documents](https://www.sfcity.org/Finance/#Financial-Documents)).
5. Budget Study Sessions are scheduled for May 15, 2023, May 22, 2023, May 30, 2023, and June 5, 2023 (if needed) to discuss the proposed budget for each department in detail.
6. A Public Hearing to Adopt the Fiscal Year 2023-2024 Budget is tentatively scheduled for Tuesday, June 20, 2023.

Receive and File the City Manager's Proposed Fiscal Year 2023-2024 Annual Budget

Page 2 of 3

ANALYSIS:

In accordance with Section 2-121(7), the City Manager is responsible for preparing and submitting the proposed annual budget and the proposed annual salary plan to the city council for its review and approval. Section 2-646 through 2-649 of the City of San Fernando's Municipal Code establishes the annual fiscal year to begin on July 1 and requires an annual public budgeting process. Therefore, pursuant to the City Code, the City Council is being provided with the City Manager's Proposed Budget for Fiscal Year 2023-2024. Additionally Section 2-647 requires a public hearing to be set for the adoption of the budget. Staff has tentatively set the public hearing date for budget adoption on Tuesday, June 20, 2023 or as soon thereafter as the matter may be heard.

The City Manager and Director of Finance/City Treasurer will give a presentation and provide highlights for the City Manager's Proposed Budget on Wednesday, May 10, 2023, at 6:30 pm during a Virtual Town Hall Meeting and at the Regular City Council Meeting on Monday, May 15, 2023. Each City Department will present individual budget requests with Department Budget Presentations to occur tentatively on May 22, 2023 and May 30, 2023. The Proposed Budget Calendar schedule is outlined as follows:

- Wednesday, May 10, 2023: Virtual Town Hall Meeting
Public Presentation to Solicit Community Feedback
- Monday, May 15, 2023: Regular City Council Meeting
City Manager and Director of Finance/City Treasurer Budget Overview
- Monday, May 22, 2023: Special City Council Meeting
Department Presentations
 - Administration
 - City Clerk
 - Finance
 - Community Development
 - Recreation and Community Services
- Tuesday, May 30, 2023: Special City Council Meeting
Department Presentations
 - Police
 - Public Works – Operations and Capital Improvement Plan
- Monday, June 5, 2023: Regular City Council Meeting
Budget Study Session (if necessary)
- Tuesday, June 20, 2023: Regular City Council Meeting
Budget Adoption

Receive and File the City Manager's Proposed Fiscal Year 2023-2024 Annual Budget

Page 3 of 3

BUDGET IMPACT:

There is no budget impact as a result of the receipt and filing of the Fiscal Year 2023-2024 Proposed Budget. Additional fiscal impact details will be discussed during the Budget Study Sessions.

CONCLUSION:

Staff recommends City Council receive and file the City Manager's Proposed Budget for Fiscal Year 2023-2024; and establish the date for the Public Hearing to adopt the Fiscal Year 2023-2024 Budget for June 20, 2023.

ATTACHMENT:

- A. Fiscal Year 2023-2024 Proposed Budget [\(available digitally through web link and hardcopy at the Finance counter on May 1, 2023\)](#)

*This Page
Intentionally
Left Blank*

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

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

Date: May 1, 2023

Subject: Consideration to Adopt a Resolution Establishing a Section 115 Trust for Other Post Employment Benefit (OPEB) Liabilities and Authorize the City Manager to Execute All Related Documents

RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 8229 (Attachment "A") establishing a Section 115 Trust for OPEB liabilities and related Multiple Employer OPEB/Pension 115 Trust, Adoption Agreement for the Multiple Employer OPEB/Pension 115 Trust, Trust Administrative Services Agreement (Attachment "A" – Exhibits "A" – "C");
- b. Authorize the City Manager to make non-substantive changes and execute the Multiple Employer OPEB/Pension 115 Trust, Adoption Agreement for the Multiple Employer OPEB/Pension 115 Trust, Trust Administrative Services Agreement (Attachment "A" – Exhibits "A" – "C"); and
- c. Authorize the City Manager to enter into an administrative professional services agreement with Shuster Advisory Group, LLC to provide financial advisory services related to the ongoing investment management of funds deposited in the Section 115 Trust and execute all related Trust documents.

BACKGROUND:

1. On August 20, 2018, staff provided the City Council with an analysis and projection of the City's long-term pension and Other Post Employment Benefit (OPEB – Retiree Health) costs, as well as various funding strategies to address those liabilities.
2. On January 7, 2019, City Council appointed an Ad Hoc Committee to Review Responses to a Request for Proposals for Financial Advisor Services Related to the City's pension and OPEB benefit liabilities.

Consideration to Adopt a Resolution Establishing a Section 115 Trust for Other Post Employment Benefit (OPEB) Liabilities and Authorize the City Manager to Execute All Related Trust Documents

Page 2 of 4

3. On March 4, 2019, pursuant to the recommendation from the Financial Advisor Services for Pension and Retiree Health Ad Hoc Committee (the Ad Hoc Committee), the City Council awarded Contract No. 1907 to Urban Futures, Inc. (UFI) to work with staff and the Ad Hoc Committee to develop cost projections and recommendations to address the City's long-term Pension and OPEB liabilities.
4. On February 3, 2020, staff provided the City Council with a presentation and report to discuss the recommendations from the Ad Hoc Committee. After meetings with UFI, the Ad Hoc Committee presented solutions for addressing unfunded pension/OPEB liabilities that included establishing and funding an OPEB 115 Trust.
5. On June 21, 2022, the City Council Adopted the 2022-2023 Budget, appropriating \$500,000 towards as Section 115 Trust account to set aside funds dedicated to pay future retiree health benefit costs.
6. In 2023, staff requested proposals from four providers: Shuster Advisory Group, LLC , Public Agency Retirement Services (PARS), CalPERS, and Public Financial Management Asset Management (PFMAM).

ANALYSIS:

The City provides full-time employees with a defined benefit pension through the California Public Employee's Retirement System (CalPERS) and pays other post-employment benefits (OPEB) to certain retirees or a group of retirees for health care costs. Due to the high cost of retiree health care benefits and the lack of a statewide agency to manage retiree health care costs for cities, many public agencies fund retiree health care costs on a "pay-as-you-go" basis, meaning that annually, they try to estimate these costs (using actuarial firms) and budget for the expense. The increasing cost of health care, number of retirees receiving retiree health care benefits, and life expectancy is putting long-term financial pressure on the City. With a pay as you go basis, there are no assets set aside to offset liabilities that accumulate over the working lifetime of employees. A Section 115 Trust is a prudent approach to funding for the future expenses and protecting the City's assets.

Section 115 of the United States Internal Revenue Code (IRC) allows trusts to be established for the exclusive purpose of funding public agencies' employee benefit obligations with certain tax advantages, including exemptions from income tax. Assets in a Section 115 Trust are irrevocably committed for the government function specific in the applicable trust agreement. Monies held in such trusts can be invested in accordance with the rules governing those trusts, which are different than the investment rules for the City's pooled investments. Investment restrictions that apply to the general fund of an Agency (CA Government Code 53601) do not apply to the assets held in an Irrevocable Section 115 Trust, thus allowing for more flexibility in the investment strategy. Setting aside funds in a Section 115 Trust can potentially earn a higher rate of return than funds invested within 53601 guidelines.

Consideration to Adopt a Resolution Establishing a Section 115 Trust for Other Post Employment Benefit (OPEB) Liabilities and Authorize the City Manager to Execute All Related Trust Documents

Page 3 of 4

Establishing a Section 115 Trust to prefund OPEB obligations is a best practice recommended by the Government Finance Officers Association (GFOA). Some of the benefits that a Section 115 Trust program can provide for agencies include utilizing these trusts as a budget stabilization tool, improving the Agencies' overall credit rating, an opportunity to earn higher investment returns, and decrease risks through diversification of plan assets using different asset management approaches. Additionally, given Governmental Accounting Standards Board (GASB) Statement, GASB No. 75, which requires that public agencies recognize OPEB liabilities on their balance sheet, establishing a trust will allow the City to recognize the assets set aside to reduce its Unfunded Pension Liability (UAL).

Purchasing Authority.

Pursuant to Section 2-840(c) of the San Fernando Municipal Code, professional services agreements (PSA) in an amount exceeding \$2,500 but less than \$25,000 require informal purchasing procedures. The PSA to assist the City with establishing a Section 115 Trust and provide financial advisory services related to the ongoing investment management of funds deposited in the Trust is not expected to exceed \$25,000 per year. Consequently, the requested services only require an informal purchasing procedure and the PSA is executed administratively by the City Manager.

Staff contacted four firms – PARS, CalPERS, Shuster Advisory Group, and Public Financial Management Asset Management. Staff's evaluation process concluded that the services offered by Shuster Advisory Group, LLC provide the greatest flexibility of investment options and the most competitive fees for the comprehensive services the City will receive, such as Investment Fiduciary services, consolidated full fee transparency, customizable investment options, individual accounts and daily valuation and account access, and a dedicated service team.

Shuster Advisory Group, LLC.

Shuster Advisory Group, LLC (Shuster) is an independent fiduciary and investment advisory firm. Shuster provides governmental and institutional retirement plan consulting services as well as private wealth management. Shuster is a SEC-Registered Investment Advisor with over \$5 billion in assets under management serving the unique needs of governmental agencies and special districts serving over 60 cities, agencies and public entities. Shuster serves as fiduciary to various retirement plan investments and provides investment selection, monitoring and management. Shuster does not co-mingle client assets and provides the agency with a transparent platform and daily valuation.

Shuster will provide ten investment strategies that combine both active and passive (index) investment solutions to take advantage of the optimum mix of investments from both an investment return and cost perspective. If desired, Shuster will also provide a custom portfolio at no additional cost. The Shuster Trust adoption includes mutual indemnification language which protects the City. Within the Shuster Section 115 program: Shuster provides the trust administrator, consultant and investment advisor functions; Charles Schwab Trust Bank provides trust custodian services; and Alta Trust Company provides directed trustee services.

Consideration to Adopt a Resolution Establishing a Section 115 Trust for Other Post Employment Benefit (OPEB) Liabilities and Authorize the City Manager to Execute All Related Trust Documents

Page 4 of 4

BUDGET IMPACT:

Initial funding of the account will be \$500,000, as approved in the Fiscal Year 2022-2023 Adopted Budget. There is no cost for account setup, and no fees are charged until assets are received by the custodian.

The total combined fee of 10 basis points (0.10%) of each plan's portfolio (with a minimum annual Custody fee of \$400 per plan, a minimum annual Trustee fee of \$500, and an annual maximum Trustee fee of \$4,500) will be netted against investment earnings and allocated to each trust account based on their investment balance. The estimated combined fee for the first contract year is \$4,500 (0.25%) based on initial funding of \$500,000. There is no direct fiscal impact to the City for the payment of fees and the 0.10% is expected to be offset by the additional earnings alpha above what the City could return using the traditional investment vehicles allowed by the Code, resulting in projected positive future fiscal impacts.

CONCLUSION:

Staff recommends City Council Adopt Resolution No. 8229 (Attachment "A") establishing a Section 115 Trust for OPEB liabilities; and authorize the City Manager to enter into an administrative professional services agreement with Shuster Advisory Group, LLC to provide financial advisory services related to the ongoing investment management of funds deposited in the Section 115 Trust and execute all related Trust documents.

ATTACHMENTS:

- A. Resolution 8229, including:
 - Exhibit A: Multiple Employer OPEB/Pension 115 Trust
 - Exhibit B: Adoption Agreement for the Multiple Employer OPEB/Pension 115 Trust
 - Exhibit C: Trust Administrative Services Agreement

RESOLUTION NO. 8229

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO,
CALIFORNIA, APPROVING THE ADOPTION OF THE MULTIPLE EMPLOYER
OPEB/PENSION 115 TRUST ADMINISTERED BY SHUSTER ADVISORY
GROUP, LLC**

WHEREAS, the Governmental Accounting Standards Board (GASB) revised its accounting rules, referred to as GASB 75, to require local governments to recognize, cost and disclose future obligations for providing Other Post-Employment Benefits (OPEB); and

WHEREAS, the City of San Fernando (City) provides OPEB to eligible employees and retirees in the form of retiree health care coverage as defined in applicable memorandums of understanding and pay plans; and

WHEREAS, the City provides pension benefits to eligible employees and retirees as a participant in the California Public Employees Retirement System (CalPERS) as defined in applicable memorandums of understanding and pay plans; and

WHEREAS, Shuster Advisory Group, LLC (Shuster) has made available the Multiple Employer OPEB/Pension 115 Trust (Exhibit "A") for the purpose of pre-funding pension obligations and/or OPEB obligations; and

WHEREAS, the City is eligible to participate in a tax-exempt trust performing an essential governmental function within the meaning of Section 115 of the Internal Revenue Code, as amended, and the Regulations issued thereunder, and is a tax-exempt trust under the relevant statutory provisions of the State of California; and

WHEREAS, Alta Trust Company satisfies the Trustee requirements under IRC section 115; and

WHEREAS, all qualified assets held in the Trust will be irrevocably dedicated to prefunding the City's OPEB and pension obligations; and

WHEREAS, the City's adoption and operation of the Multiple Employer OPEB/Pension 115 Trust (Section 115 Trust) has no effect on any current or former employee's entitlement to post-employment benefits; and

WHEREAS, the terms and conditions of post-employment benefit entitlement, if any, are governed by contracts separate from and independent of the Section 115 Trust; and

WHEREAS, the City's funding of the Section 115 Trust does not, and is not intended to, create any new vested right to any benefit nor strengthen any existing vested right; and

WHEREAS, the City reserves the right to make contributions, if any, to the Section 115 Trust; and

WHEREAS, Shuster has set forth an Investment Policy Statement for the Section 115 Trust to ensure fiduciaries involved in the plan take prudent and careful action to maintain the investment portfolios, goals and objectives while maintaining liquidity and risk tolerance.

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

SECTION 1. The City Council hereby adopts the Multiple Employer OPEB/Pension 115 Trust (Exhibit “B”) available through Shuster, effective May 1, 2023.

SECTION 2. The City Council hereby authorizes the appointment of Alta Trust Company as Trustee and Charles Schwab Trust Bank as custodian of the assets (Exhibit “C”); and

SECTION 3. The City Council hereby appoints the City Manager, or his/her successor or his/her designee as the City’s Plan Administrator for the Section 115 Trust.

SECTION 4. The City’s Plan Administrator is hereby authorized to execute the legal and administrative documents on behalf of the City and to take whatever additional actions are necessary to maintain the City’s participation in the Section 115 Trust and to maintain compliance of any relevant regulation issued or as may be issued; therefore, authorizing him/her to take whatever additional actions are required to administer the City’s Section 115 Trust.

SECTION 5. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the Office of the City Clerk.

PASSED, ADOPTED, AND APPROVED THIS 1st day of May, 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. 8229 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 1st day of May, 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 May, 2023.

Julia Fritz, City Clerk

MULTIPLE EMPLOYER OPEB/PENSION 115 TRUST

**FOR ADOPTION BY EMPLOYERS THAT ARE STATES OR LOCAL
GOVERNMENTS OR OTHER POLITICAL SUBDIVISIONS THEREOF**

TABLE OF CONTENTS

	Page
ARTICLE I. Definitions	1
ARTICLE II. Establishment and Purpose of the Trust.....	4
2.01 Establishment.....	4
2.02 Purpose	4
2.03 Exclusive Benefit.....	4
2.04 No Diversion.....	5
2.05 Superseding Effect of the Trust Agreement	5
ARTICLE III. Acceptance of, Contributions to, Distributions from Trust	5
3.01 Acceptance of Trust.....	5
3.02 Contributions and Transfers	5
3.03 Distributions	6
ARTICLE IV. Trustee	7
4.01 Trustee Powers.....	7
4.02 Authority of Trustee	9
4.03 Power to Do All Necessary Acts	9
4.04 Action by the Trustee.....	9
4.05 Consultation with Counsel and Accountant	9
4.06 Returns, Reports, and Information.....	10
4.07 Acts of Prior Trustees	10
4.08 Plan Assets Not Held in Trustee's Trust.....	10
ARTICLE V. Trust Administrator.....	10
5.01 Powers and Duties of the Trust Administrator	10
5.02 Reliance	11
5.03 Trust Administrator not Custodian of Trust Assets.....	11
5.04 Registered Investment Advisor.....	11
5.05 Investment Advice to Other Clients	11
5.06 Trust Administrator Separate from Employer and Trustee	11
5.07 Recordkeeping	12
5.08 Disclosure Statement	12

ARTICLE VI. Trustee and Trust Administrator.....	12
6.01 Standard of Conduct and Liabilities of Fiduciaries.	12
6.02 Trustee Indemnification of Trust Administrator.....	12
6.03 Trust Administrator Indemnification of Trustee.....	13
6.04 Survival of Indemnifications	13
ARTICLE VII. Investments.....	13
7.01 Trustee	13
7.02 Trust Administrator	13
7.03 Investment Direction	14
7.04 Reliance	14
7.05 Broker Executed Investments	14
7.06 Affiliated Broker/Dealers	14
7.07 Quarterly Reports.....	14
ARTICLE VIII. The Plan Administrator and the Employer	15
8.01 Action by the Plan Administrator	15
8.02 Reliance	15
ARTICLE IX. Accounts and Records	15
9.01 Records	15
9.02 Accounting.....	15
9.03 Accounts	16
ARTICLE X. Fees and Expenses	17
10.01 Expenses of Administration.....	17
10.02 Authorization with Respect to Taxes.....	17
ARTICLE XI. Resignation or Removal of Trustee	18
11.01 Resignation	18
11.02 Removal.....	18
11.03 Appointment of Successor Trustee.....	18
11.04 Transfer of Assets to Successor Trustee.....	18
11.05 Terminating Trustee's Accounting	19
11.06 Changes in Organization of Trustee	19
11.07 Trust Administrator Bankruptcy.....	19
ARTICLE XII. Resignation or Removal of Trust Administrator.....	20
12.01 Resignation	20

12.02	Removal	20
12.03	Designation of Successor Trust Administrator	20
12.04	Designation of Successor Trustee	20
12.05	Compensation Pending Appointment of Successor	20
12.06	Merger, Conversion, Consolidation or Sale of Trust Administrator	20
12.07	Successor Trust Administrator; No Duty to Investigate	21
ARTICLE XIII. Amendment of Trust		21
ARTICLE XIV. Participation		21
14.01	Eligibility	21
14.02	Commencement of Participation	21
14.03	Termination of Participation	21
14.04	Termination of Employer's Account	22
14.05	Reversion.	23
ARTICLE XV. Termination of Trust		23
15.01	Termination of Trust Fund	23
15.02	Liquidation of Trust	23
ARTICLE XVI. Miscellaneous		24
16.01	Applicable Law	24
16.02	Evidence	24
16.03	Notices	24
16.04	Limitation on Claims	24
16.05	Severability of Provisions	25
16.06	Construction of Trust Agreement	25
16.07	Spendthrift Provisions	25
16.08	Title of Trust Assets	25
16.09	Rights Determined from Entire Instrument	26
16.10	Waiver	26
16.11	Word Usage	26
16.12	Assignment	26
16.13	Force Majeure	26
16.14	Complete Agreement	26
16.15	Taxes	26
16.16	Data	27

16.17	Confidentiality	27
16.18	USA Patriot Act Notification.....	28
16.19	Execution in Counterparts	29

AGREEMENT

This agreement, which establishes the Multiple Employer OPEB/Pension 115 Trust ("Trust Agreement"), is entered into by and between Shuster Advisory Group, LLC ("Trust Administrator") and Alta Trust Company ("Trustee") effective as of October 1, 2021.

ARTICLE I. Definitions

For purposes of the Trust Agreement, the following terms have the meanings indicated below:

1.01 Account

"Account" is defined in Section 9.03.

1.02 Adoption Agreement

"Adoption Agreement" means the written instrument by which the Employer adopts and participates in the Trust in accordance with this Trust Agreement, and by which the Employer makes certain elections relating to its participation in the Trust.

1.03 Beneficiary

"Beneficiary" means any person entitled to receive benefits under the Employer's OPEB Plan or Pension Plan.

1.04 Code

"Code" means the Internal Revenue Code of 1986, as amended from time to time. References to any section of the Code shall include any successor provision thereto.

1.05 Combined Account

"Combined Account" is defined in Section 9.03.

1.06 Confidential Information

"Confidential Information" means the information specified in Section 16.17, proprietary information of the parties to this Trust Agreement, including but not limited to, their inventions, confidential information, know-how, trade secrets, business affairs, prospect lists, product designs, product plans, business strategies, finances, and fee structures.

1.07 Employer

"Employer" means each public agency that executes the Adoption Agreement, thereby becoming a participating agency in the Trust. Such agency must be a state, a political subdivision of a state, or an entity whose income is excludible from gross income under Section 115 of the

Code. Only an entity described in the preceding sentence may become a participating employer in the Trust.

1.08 Force Majeure

“Force Majeure” means a cause or event outside the reasonable control of the parties or that could not be avoided by the exercise of due care, including, without limitation: strikes, lockouts or other acts of workmen; fire, flood, earthquake, element of nature, pandemic or acts of God; governmental restrictions or court order; war, riot, civil disorders, rebellions or revolutions; public utility, telephonic, electrical or network failure; accidents; acts of terrorism; third party non-performance (except for non-performance by a party’s employees, subcontractors, agents, representatives and/or affiliates); or unusual trading activity or disruption of trading on any exchange; or any other event that would constitute a force majeure.

1.09 Instruction(s)

“Instruction(s)” means any written or electronic direction given to the Trustee by the Employer, Plan Administrator, or Trust Administrator in a form and manner required or accepted by the Trustee. Subject to the preceding sentence, the Trustee may recognize standing requests, directions, or requisitions as Instructions.

1.10 OPEB

“OPEB” means post-employment health and welfare benefits (other than pensions) provided by the Employer under an OPEB Plan to Beneficiaries, including medical, dental, vision, life insurance, long-term care and other similar benefits.

1.11 OPEB Account

“OPEB Account” is defined in Section 9.03.

1.12 OPEB Obligation

“OPEB Obligation” means the Employer’s obligation to provide OPEB under the Employer’s OPEB Plan, including the direct costs of the OPEB and the expenses associated with providing the OPEB.

1.13 OPEB Plan

“OPEB Plan” means the policies, collective bargaining agreement, or other arrangements under which a Beneficiary is entitled to receive OPEB, but only if the policy, agreement, or other arrangement is specified by the Employer in the Adoption Agreement.

1.14 Pension Account

“Pension Account” is defined in Section 9.03.

1.15 Pension Obligation

“Pension Obligation” means the Employer’s obligation to contribute to the qualified trust of the Employer’s Pension Plan and to pay the expenses associated with providing benefits under the Pension Plan. For this purpose, “qualified trust” means a trust that is qualified under Section 401(a) of the Code and that funds retirement benefits provided under the Pension Plan. A qualified trust is separate from this Trust and will not be considered part of this Trust for any purpose.

1.16 Pension Plan

“Pension Plan” means one or more defined-benefit plans, each of which is (i) qualified under Section 401(a) of the Code, (ii) sponsored by the Employer in order to provide retirement benefits to Beneficiaries, including but not limited to a stand-alone plan maintained solely by the Employer or a multiple-employer or multiemployer plan in which the Employer participates along with one or more other employers, (iii) partly or wholly funded by the Employer’s contributions, and (iv) specified by the Employer in the Adoption Agreement.

1.17 Person

“Person” means an individual, committee of individuals, partnership, limited liability partnership, joint venture, corporation, limited liability corporation, political subdivision, non-profit or not-for-profit organization, trust, estate, unincorporated organization, association or employee organization.

1.18 Plan Administrator

“Plan Administrator” means the Person, appointed by the Employer, with the plenary authority over the Employer’s Account. The Employer must, in the Adoption Agreement, and at any other time specified by the Trustee and the Trust Administrator, certify in writing to the Trustee and the Trust Administrator the name and specimen signature(s) of the Plan Administrator; no appointment or delegation under this Section 1.18 will be effective without that certification. If no Plan Administrator is appointed, the Employer will be the Plan Administrator.

1.19 Trust

“Trust” means the Multiple Employer OPEB/Pension 115 Trust, the legal entity established by the Trust Agreement to hold, invest, and disburse funds to and for the benefit of Beneficiaries.

1.20 Trust Administrative Services Agreement

“Trust Administrative Services Agreement” means the agreement in the form attached to each Adoption Agreement and executed between the Employer and the Trust Administrator which authorizes the Trust Administrator to administer the Employer’s Account.

1.21 Trust Administrator

“Trust Administrator” means Shuster Advisory Group, LLC or any successor thereof designated by the Employers under Article XII.

1.22 Trust Agreement

“Trust Agreement” or “Agreement” means this Multiple Employer OPEB/Pension 115 Trust between the Trustee and the Trust Administrator.

1.23 Trust Fund

“Trust Fund” means all assets of whatsoever kind or nature from time to time held by the Trustee pursuant to this Trust Agreement, without distinction as to income and principal.

1.24 Trustee

“Trustee” means Alta Trust Company and any duly appointed additional or successor Trustee or Trustees acting hereunder.

ARTICLE II.**Establishment and Purpose of the Trust****2.01 Establishment**

The Trust will become effective upon the initial contribution of money or other property acceptable to the Trustee in its sole discretion to an Employer’s Account under the Trust.

2.02 Purpose

The Trust is a multiple-employer trust arrangement established and maintained for the sole purposes of holding the assets used to fund Employers’ OPEB Obligations and Pension Obligations, and for paying each Employer’s reasonable, allocable expenses of administering the Trust. As such, the Trust is divided into separate Accounts to hold the assets of each participating Employer. Consistent with its purpose, the Trust is intended to qualify as a tax-exempt trust of a state or political subdivision thereof for an essential governmental function within the meaning of Section 115 of the Code and any regulations issued thereunder.

2.03 Exclusive Benefit

The Trust is irrevocable. The principal of the Trust, together with any earnings thereon, will be held in trust by the Trustee separate and apart from any assets of the Employer. Except as provided in Sections 9.03(b)(iii) and 14.04, all assets in each Account and all income thereon are irrevocably dedicated to, and will be used for the exclusive purpose of, making payments of OPEB Obligations or Pension Obligations, as applicable, under the OPEB Plan or Pension Plan for which the Account was established and for paying the reasonable expenses of the Employer’s participation in the Trust. At no time will the assets in any Employer’s Account be used for, or diverted to, any other purposes, including but not limited to payment of any other Employer’s OPEB Obligations or Pension Obligations.

2.04 No Diversion

Assets held in the Trust may not be used to satisfy claims of creditors of any Employer. No Beneficiary will be deemed a third-party beneficiary of this Agreement, nor will any Beneficiary have the right to compel any payment of any amount from the assets of the Trust or to enforce any duties of any party to or other entity referred to in this Agreement. Beneficiaries will not have any preferred claim, lien on, or security interest in, or any beneficial interest in any particular assets of the Trust. Beneficiaries will be entitled to receive payments of assets of the Trust only when, as, and if determined by the Employer in accordance with this Agreement. Except to the extent allowed by law, the Trust is not subject to attachment or garnishment or other legal process by any creditor of any such Beneficiary, nor will any Beneficiary have the right to alienate, anticipate, commute, pledge, encumber, or assign any Trust assets.

2.05 Superseding Effect of the Trust Agreement

To the extent there are any inconsistencies between this Trust Agreement and any provisions set forth in any Employer's OPEB Plan or Pension Plan, this Trust Agreement shall control, and its provisions shall supersede all other provisions in any such OPEB Plan or Pension Plan pertaining to the duties, responsibilities, obligations and liabilities of the Trustee. Under no circumstances shall the terms of any OPEB Plan or Pension Plan be interpreted as conferring any investment or administrative discretion on the Trustee.

ARTICLE III.**Acceptance of, Contributions to, Distributions from Trust****3.01 Acceptance of Trust**

The Trustee, by affixing its signature to this Trust Agreement, accepts this Trust and agrees to act as the directed Trustee of the Trust according to the terms and conditions of this Trust Agreement, all of which the parties hereto agree, and to which the Employers and all Beneficiaries from time to time hereunder, and all those Persons claiming through or under any of them, shall be deemed to have agreed. Nothing contained in any OPEB Plan or Pension Plan, either expressly or by implication, shall be deemed to impose any powers, duties or responsibilities on the Trustee beyond those imposed by this Trust Agreement. The Trustee shall not have the authority to interpret any OPEB Plan or Pension Plan.

3.02 Contributions and Transfers

(a) **Account Assets.** Each Employer may at any time make (or cause to be made) contributions or transfers of cash or other assets acceptable to the Trustee to the Trust from any source. Neither the Trustee, the Trust Administrator, nor any Beneficiary will have any right to compel such contributions or transfers or any duty to determine whether any such contributions or transfers comply with the Employer's OPEB Plan or Pension Plan, as applicable. In addition, neither the Trustee nor the Trust Administrator is responsible for separately accounting of any contributions or transfers to the Trust or for determining the source of these amounts.

(b) **Acceptance of Contributions and Transfers.** All contributions or transfers received by the Trust, together with the income therefrom, any other increment thereon, and all

assets acquired by investment or reinvestment, shall be held, managed, and administered by the Trustee pursuant to the terms of this Trust Agreement without distinction between principal and income and without liability for the payment of interest thereon. The Trustee shall not be responsible for the collection of any contributions under or required by an OPEB Plan or Pension Plan, and the Trustee will have the responsibilities specified in this Trust Agreement only for amounts actually received by it hereunder. The Trustee shall have no power or duty to inquire whether the amount of any contributions or transfers delivered to it by an Employer is correct or complies with the terms of the OPEB Plan or Pension Plan.

3.03 Distributions

(a) Plan Administrator.

(i) Each Employer's Plan Administrator has the exclusive authority and responsibility to determine the extent to which amounts will be paid from the Employer's Account. Neither the Trust Administrator nor the Trustee will make or authorize disbursements or transfers from any Employer's Account without the explicit written direction from the Employer's Plan Administrator.

(ii) From time to time, the Plan Administrator (or the Trust Administrator, at the Plan Administrator's direction) may direct disbursements of amounts from the Employer's Combined Account for any purpose permitted under Section 3.03(a)(iii) or (iv).

(iii) Amounts under the Employer's OPEB Account may be disbursed to (A) the Plan Administrator for subsequent distribution to or for the benefit of the Employer's Beneficiaries, (B) any party providing services for the Employer's OPEB Plan, including but not limited to any insurer, third-party administrator, or other service provider, (C) the Employer's Beneficiaries themselves, or (D) the Employer as reimbursement for any OPEB Obligation amount paid or incurred by the Employer.

(iv) Amounts under the Employer's Pension Account may be disbursed to (A) the Pension Plan as contributions to the plan's qualified trust, (B) the Plan Administrator, for subsequent payment of the Employer's Pension Obligation, (C) any party providing services for the Employer's Pension Plan, including but not limited to any insurer, third-party administrator, or other service provider, or (D) the Employer as reimbursement for any Pension Obligation amount paid or incurred by the Employer.

(b) **Trustee Liability for Distributions Pursuant to Instructions.** The Trustee is not liable for any distribution made at the direction of the Plan Administrator or the Trust Administrator, and has no duty to make inquiry as to whether any such distribution is made pursuant to the provisions of the OPEB Plan or Pension Plan or any applicable law, or as to the effect of any such direction for tax purposes or otherwise. Likewise, the Trustee need not see to the application of any such distribution made to or for the benefit of a Beneficiary.

(c) **Limitations.** The Trustee shall neither be responsible for the adequacy of the Trust Fund to discharge any payments and liabilities under any OPEB Plan or Pension Plan, nor be required to make any distributions from an Employer's Account (or subaccount(s), as applicable)

in excess of the net realizable value of the Account's (or subaccount's assets) at the time of the distribution.

ARTICLE IV.

Trustee

4.01 Trustee Powers

If and to the extent directed by the Trust Administrator, the Trustee is authorized and empowered to do the following:

(a) To purchase or subscribe for securities or other property and to retain them in trust; to sell any securities or other property at any time held by it at either public or private sale for cash or other consideration or on credit at such time or times and on such terms and conditions as may be deemed appropriate; to exchange such securities or other property and to grant options for the purchase or exchange thereof, and to convey, partition or otherwise dispose of, with or without covenants, including covenants of warranty of title, any securities or other property free of all trusts; to charge the Trust for the cost of all securities purchased or received against a payment and to credit the Trust with the proceeds received from the securities sold or delivered against payment. For any trades not settled immediately upon placement, the Trustee shall have the right to sell securities from the Trust in a reasonably prudent fashion sufficient to recover any funds advanced;

(b) To oppose, or consent to and participate in, any plan of reorganization, consolidation, merger, combination or other similar plan; to oppose or to consent to any contract, lease, mortgage, purchase, sale or other action by any corporation pursuant to such plan, and to accept and retain any securities or other property issued under any such plan; to delegate discretionary power thereto and to pay and agree to pay part of its expenses and compensation and any assessments levied with respect to any such securities or other property so deposited;

(c) To assign, renew, extend or discharge or participate in the assignment, renewal, extension or discharge of any debt, mortgage or other lien, upon such terms, including a partial release, as may be deemed advisable by the Trustee, and to agree to a reduction in the rate of interest thereon or to any other modification or change in the terms thereof or of any guarantee pertaining thereto, in any manner and to any extent that may be deemed in the best interest of the Trust Fund; to waive any default, whether in the performance of any covenant or condition of any note, bond or mortgage or in the performance of any guarantee, or to enforce any such default in such manner and to such extent as may be deemed advisable; to exercise and enforce any and all rights of foreclosure and to exercise and enforce, in any action, suit or proceeding at law or in equity, any rights or remedies in respect of any debt, mortgage, lien or guarantee;

(d) To exercise all conversion and subscription rights pertaining to any securities or other property;

(e) Except as limited in Section 3.02(b), to collect and receive any and all moneys, securities or other property of whatsoever kind or nature due or owing or belonging to the Trust Fund and to give full discharge therefor;

(f) Upon the receipt of Instructions from the Trust Administrator, to exercise, personally or by general or limited power of attorney, any right, including the right to vote or grant proxies, discretionary or otherwise, appurtenant to any assets held by the Trust, and the right to participate in voting trusts with other stockholders. The Trust Administrator shall have responsibility for instructing the Trustee as to voting such shares and the tendering of such shares, by proxy or in person. In no event shall the Trustee be responsible for the voting or tendering of shares of securities held in the Trust or for ascertaining or monitoring whether or how proxies are voted or whether the proper number of proxies is received;

(g) To register any securities or other property held by it hereunder in the name of the Trustee or in the names of nominees with or without the addition of words indicating that such securities or other property are held in a fiduciary capacity, to take and hold the same unregistered or in form permitting transferability by delivery, to deposit or arrange for the deposit of securities in a qualified central depository even though, when so deposited, such securities or other property may be held in the name of the nominee of such depository with other securities deposited therein by other Persons, or to deposit or to arrange for the deposit of any securities or other property issued by the United States government, or any agency or instrumentality thereof, with a Federal Reserve bank, provided that the books and records of the Trustee shall at all times disclose that all such securities or other property are part of the Trust Fund;

(h) To settle, compromise or submit to arbitration, any claims, debts or damages due or owing to or from the Trust Fund; to commence or defend suits or legal proceedings whenever, in its judgment, any interest of the Trust Fund so requires, and to represent the Trust Fund in all suits or legal proceedings in any court of law or equity or before any other body or tribunal and to charge against the Trust Fund all reasonable expenses and attorney's fees in connection therewith;

(i) To borrow money for the purposes of the Trust Fund from others, excluding the Trustee in its corporate capacity and excluding any other party in interest;

(j) To invest and reinvest all or a part of the Trust Fund, in accordance with the Trust Administrator's Instructions, in any available investments and to dispose of all or any part of the securities or other property which may from time to time or at any time constitute the Trust Fund, in accordance with the Trust Administrator's Instructions;

(k) To register Trust Fund property in the Trustee's own name, in the name of a nominee or in bearer form, provided the Trustee's records and accounts show that such property is an asset of the Trust Fund;

(l) To exercise or dispose of any right it may have as the holder of any security, to convert the same into another security, to acquire any additional security or securities, to make any payments, to exchange any security, or to do any other act with reference thereto;

(m) To exchange any property for other property upon such terms and conditions as the Trustee may deem proper, and to give or receive money to effect equality in price;

(n) To deposit any security with any protective or reorganization committee, to delegate to that committee such power and authority as the Trustee may deem proper, and to agree

to pay out of the Trust Fund that portion of the expenses and compensation of that committee as the Trustee may deem proper;

(o) To hold that portion of the Trust Fund as necessary for ordinary administration, to transfer assets to another trust or fiduciary, pending investment Instructions, and to disburse funds in cash, without liability for interest, by depositing the same in any bank (including deposits that bear no interest or a reasonable rate of interest in a bank or similar financial institution supervised by the United States or a State, even where a bank or financial institution is the Trustee, subject to the rules and regulations governing such deposits, and without regard to the amount of any such deposit); and

(p) To retain insurance contracts that are guaranteed investment contracts.

4.02 Authority of Trustee

A third party dealing with the Trustee shall not make, or be required by any Person to make, any inquiry concerning the authority of the Trustee to take or omit any action but shall be fully protected in relying upon the certification of the Trustee that it has authority to take such proposed action. No Person dealing with the Trustee shall be required to follow the application by the Trustee of any moneys, securities or other property paid or delivered to the Trustee.

4.03 Power to Do All Necessary Acts

To the extent not inconsistent with the express provisions hereof, enumeration of any power herein shall not be by way of limitation, but shall be cumulative and construed as full and complete power in favor of the Trustee. In addition to the authority specifically herein granted, the Trustee shall have such power to do all acts as may be deemed necessary for full and complete management of the Trust Fund and appropriate to carry out the purposes of this Trust Fund, and shall further have all powers and authorities conferred on trustees by the laws of the State of South Dakota. Notwithstanding the foregoing, nothing in this Section shall impose on the Trustee any obligation or power to exercise discretion over the investment of assets of the Trust, the distribution of such assets or the interpretation of the OPEB Plan or Pension Plan.

4.04 Action by the Trustee

The Trustee may delegate ministerial acts, specifically including, but not limited to, the signing of checks, endorsement of stock certificates, production of statements and accountings provided for hereunder, execution of transfer instruments and any other document, and the signing of tax returns and governmental reports to be done by any agent of the Trustee, including without limitation, the custodian of the Trust assets.

4.05 Consultation with Counsel and Accountant

The Trustee may from time to time consult with counsel or an accountant who may also be counsel or an accountant for an Employer, and as long as the Trustee acts in conformity with the standards of Section 6.01, the opinion of such counsel or accountant with respect to legal matters or accounting matters, respectively, shall have full and complete authorization and protection in

respect of any action taken or suffered by the Trustee in good faith and in accordance with such opinion.

4.06 Returns, Reports, and Information

Except as set forth in a written agreement between the parties, the Plan Administrator shall be responsible for the preparation and filing of all returns, reports, and information required of the Trust or OPEB Plan or Pension Plan by law, including (as applicable) any information or tax returns. The Plan Administrator shall also be responsible for making any disclosures to Beneficiaries required by law regarding the relevant OPEB Plan or Pension Plan, benefits thereunder and the tax treatment of such benefits.

4.07 Acts of Prior Trustees

The assets of the Trust Fund or evidence of ownership shall be held by the Trustee under the terms of this Trust Agreement. If the assets represent amounts transferred from another trustee, the Trustee named hereunder shall not be responsible for any actions or inactions of prior fiduciaries, including the review of the propriety of any investment under the former trust; said review to be the responsibility of prior fiduciaries. The Trustee named hereunder shall not be required to examine or question in any way the administration of the Trust prior to its appointment.

4.08 Plan Assets Not Held in Trustee's Trust

The Trustee under this Trust Agreement has no duties or responsibilities for assets of an OPEB Plan or Pension Plan that are not held in this Trust.

ARTICLE V. **Trust Administrator**

5.01 Powers and Duties of the Trust Administrator

The Trust Administrator has sole discretion and authority to do any of the following:

- (a) At the direction of the Plan Administrator, direct distributions from the Employer's Account, including from any subaccount under the Account;
- (b) Direct distributions from the Employer's Account for the payment of the Trust Administrator's fees;
- (c) Direct the Trustee as to the investment and management of Trust assets; and
- (d) Such other acts as may be agreed to by the Employer and the Trust Administrator in the Trust Administrative Services Agreement or are necessary or appropriate to effect the intent of this Agreement.

5.02 Reliance

In the performance of its duties hereunder, the Trust Administrator is entitled to reasonably rely on, and is under no obligation to investigate Instructions or data received from the Plan Administrator, including whether the amount of contributions or transfers made to the Trust by the Employer comply with the Employer's OPEB Plan or Pension Plan. Accordingly, the Trust Administrator will not be liable for action or inaction that is caused directly or indirectly by erroneous or late Instructions or data furnished by the Plan Administrator.

5.03 Trust Administrator not Custodian of Trust Assets

The Trust Administrator shall not take possession of or act as custodian for the cash, securities or other assets of the Trust and shall have no responsibility in connection therewith.

5.04 Registered Investment Advisor

The Trust Administrator hereby represents that it is a registered investment advisor under the Investment Advisers Act of 1940. The Trust Administrator shall immediately notify every Employer and the Trustee if at any time during the term of this Agreement it is not so registered or if its registration is suspended. The Trust Administrator agrees to perform its duties and responsibilities under this Agreement with reasonable care as provided by law. The federal securities laws impose liabilities under certain circumstances on persons who are required to act in good faith. Nothing in this Agreement shall in any way constitute a waiver or limitation of any rights which the Employers, the Trust Administrator, or the Trustee may have under any federal securities laws.

5.05 Investment Advice to Other Clients

The Employers and the Trustee understand that the Trust Administrator performs investment advisory services for various other clients which may include investment companies, commingled trust funds and individual portfolios. The Employers and the Trustee agree that the Trust Administrator may give advice or take action with respect to any of its other clients which may differ from advice given or the timing or nature of action taken with respect to the Trust, so long as it is the policy and practice of the Trust Administrator, to the extent practical, to allocate investment opportunities to the Trust over a period of time on a fair and equitable basis relative to other clients. The Trust Administrator will not have any obligation to purchase, sell or exchange any security for the Trust solely by reason of the fact that the Trust Administrator, its principals, affiliates, or employees may purchase, sell or exchange such security for the account of any other client or for themselves.

5.06 Trust Administrator Separate from Employer and Trustee

The Trust Administrator, its employees, officers and representatives, shall not be deemed to be employees, agents, partners, servants, and/or joint ventures of any of the Employers or the Trustee by virtue of this Agreement or any actions or services rendered under this Agreement.

5.07 Recordkeeping

The Trust Administrator shall maintain appropriate records of all its activities hereunder.

5.08 Disclosure Statement

The Trust Administrator warrants that at least five business days before the execution of this Agreement, it has delivered to the Trustee the Trust Administrator's current Securities and Exchange Commission Form ADV, Part II. The Trustee hereby acknowledges receipt of the disclosure statement at least five business days before the execution of this Agreement.

ARTICLE VI.
Trustee and Trust Administrator

6.01 Standard of Conduct and Liabilities of Fiduciaries

The Trustee, Trust Administrator, and any other fiduciary to the Trust will discharge their respective duties with respect to the Trust (i) solely in the interest of, and for the exclusive purposes of funding OPEB Obligations and Pension Obligations, maximizing the amount available for such funding, and paying reasonable expenses of administering the Trust, and (ii) with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims, or in accordance with such other standard as may, from time to time, be required by law, and in accordance with this Trust Agreement. The Trustee, Trust Administrator, and any other fiduciary to the Trust may not cause the Trust to engage in a transaction if it knows or should know that such transaction directly or indirectly may cause the Trust to no longer meet the requirements of Code Section 115 or other applicable law. The fiduciary standards reflected in this Section 6.01 apply to the parties hereunder according to and limited by the scope of such party's duties, as expressly described in this Trust Agreement. Neither the Trustee, Trust Administrator or other fiduciary shall have any obligation or liability with respect to a breach of this standard of conduct by another fiduciary hereunder unless such fiduciary knowingly participates in an act or omission by such other fiduciary, with knowledge that such act or omission constitutes a breach of this standard of care.

6.02 Trustee Indemnification of Trust Administrator

The Trustee, solely from its assets and not from the Trust assets, will indemnify the Trust Administrator and each of its affiliates against, and will hold them harmless from, any and all damages imposed upon or incurred by any of them by reason of, or in connection with the Trustee's or affiliate's performance (or non-performance) of its duties under this Agreement in a manner that constitutes willful misconduct or willful breach of the standard of care articulated in Section 6.01, except to the extent that such damages resulted from the Trust Administrator's or affiliate's performance (or non-performance) of its duties under this Agreement in a manner that constitutes willful misconduct or willful breach of the standard of care articulated in Section 6.01.

6.03 Trust Administrator Indemnification of Trustee

The Trust Administrator, solely from its assets and not from the Trust assets, will indemnify the Trustee and each of its affiliates against, and will hold them harmless from, any and all damages imposed upon or incurred by any of them by reason of, or in connection with the Trustee's and each of its affiliates' services under this Agreement, except to the extent that such damages resulted from the Trustee's or affiliate's performance (or non-performance) of its duties under this Agreement in a manner that constitutes willful misconduct or willful breach of the standard of care articulated in Section 6.01. The foregoing shall in no way limit or otherwise restrict any rights to indemnification which the Trust Administrator may have under any Adoption Agreement executed and delivered by the Trust Administrator and an Employer.

6.04 Survival of Indemnifications

The indemnification obligations set out in this Article VI will survive the termination of this Agreement.

**ARTICLE VII.
Investments****7.01 Trustee**

The Trustee shall hold and administer Trust assets without distinction between principal and income.

7.02 Trust Administrator

(a) The Trust Administrator has exclusive authority and responsibility for the management and investment of Trust assets, and the Trustee is authorized and directed to comply with the written directions of the Trust Administrator concerning Trust assets. The Trust Administrator may, from time to time and in its sole discretion, allocate some or all of the cash in an Account at the end of each business day into a sweep investment fund managed by the Trust Administrator. Any amounts held in a sweep investment fund would typically be reallocated on the next business day. The Trust Administrator may not issue any such direction in violation of the terms of the Trust. The Trustee has no duty or authority to (i) review, question, approve or make inquiries as to any investment directions given pursuant to this Agreement, or (ii) determine whether investments directed by the Trust Administrator are in compliance with any applicable State laws.

(b) Each Employer hereby authorizes and directs the Trustee to pay for securities and receive payment from the sale of securities or other investment transactions arising out of Instructions of the Trust Administrator. All Instructions regarding the investment of the Trust Fund received by the Trustee from the Trust Administrator are deemed to have been authorized by the Employer.

7.03 Investment Direction

The Trust Administrator will direct the Trustee to invest the assets of each Employer's Account in any investments permitted under this Agreement.

7.04 Reliance

The Trustee may rely upon any certificate, notice, or other documentary confirmation or any Instruction issued or given by the Trust Administrator, which the Trustee reasonably believes to be genuine and to have been issued or given by the Trust Administrator. The Trustee will not be liable for the acts or omissions of the Trust Administrator or for reasonably following the Trust Administrator's Instructions. In addition, the Trustee has no duty or responsibility to take any action outside the scope of any Instruction from the Trust Administrator, or to refuse any such Instruction, unless the Trustee knows that such action or refusal would result in the Trustee itself committing a breach of fiduciary duty or participating in a breach of fiduciary duty by the Trust Administrator.

7.05 Broker Executed Investments

Transactions in investments that require execution through a broker will be executed through such broker or brokers as the Trust Administrator will select. The indicia of ownership of Trust assets will be held by the Trustee at all times, and the Trustee shall serve as sole custodian of Trust assets.

7.06 Affiliated Broker/Dealers

Neither the Trustee, the Trust Administrator, nor any affiliate of the Trustee or Trust Administrator will act as broker dealer to execute transactions, including the purchase of securities directly distributed, underwritten or issued by an affiliate of the Trustee, or otherwise provide investment services with respect to the Trust; provided, however, that the Trustee (or its affiliate) may provide ancillary non-advisory investment services with respect to the Trust, including investment of Trust assets in money market or stable value funds distributed, underwritten or issued by the Trustee (or its affiliate) to the extent these investments are permitted under this Agreement. The Trustee and the Trust Administrator will disclose any services or relationships to each Employer before the Employer's commencement of participation in the Trust and at least annually thereafter, and any such services will be provided at standard commission rates, mark-ups or concessions.

7.07 Quarterly Reports

The Trust Administrator will provide to each Employer a quarterly analysis of the performance of the investments of each Account. The asset information for such analysis will be supplied to Trust Administrator by the Trustee.

ARTICLE VIII.
The Plan Administrator and the Employer

8.01 Action by the Plan Administrator

The Trustee shall be fully protected in reasonably relying upon Instructions provided by the Employer, Plan Administrator, or Trust Administrator.

8.02 Reliance

(a) The Employer agrees that the Trustee may reasonably rely on Instructions from the Plan Administrator and the Trust Administrator, and the Employer agrees that the Trustee shall be under no duty to make an investigation with respect to any Instructions received from the Plan Administrator or the Trust Administrator.

(b) The Employer agrees that neither the Plan Administrator nor the Trust Administrator is an agent of the Trustee.

(c) The Employer may remove a Plan Administrator and designate a new representative at any time by written notice to the Trustee in a form satisfactory to the Trustee. The Employer will give the Trustee prompt written notice of any change in the identity or authority of the Plan Administrator. Removal of Person as Plan Administrator will not have the effect of canceling any Instruction that has been received by the Trustee from the removed Person prior to the date that notice of removal is received by the Trustee. Until written notice of such change is received, the Trustee may conclusively rely upon and be protected in acting on the latest identification provided to it without further inquiry or verification.

ARTICLE IX.
Accounts and Records

9.01 Records

(a) The Trustee shall maintain true, accurate, and detailed accounts of all investments, receipts, disbursements and other transactions hereunder. All accounts, books, and records relating thereto shall be open to inspection and may be audited from time to time by any person designated by the Trust Administrator during the Trustee's regular business hours as mutually agreed to in writing by the parties.

9.02 Accounting

(a) Within 60 days after the close of each calendar year, within 60 days after the removal or resignation of the Trustee, and from time to time as mutually agreed to by the Trust Administrator and the Trustee, the Trustee shall file an account with the Trust Administrator which shall show:

(i) The assets of the Trust Fund, as of the end of such period, and current value thereof; and

(ii) All investments, receipts, disbursements, and other transactions effected by it during such calendar year or other period for which such accounting is filed.

(b) The Trust Administrator may approve such accounting by notice of approval delivered to the Trustee or by failure to express objection to such accounting delivered to the Trustee within 90 days from the date upon which the accounting is delivered to the Trust Administrator. Upon the expiration of 90 days from the date of filing such account with the Trust Administrator or upon earlier specific approval thereof by the Trust Administrator, the Trustee, as between each Employer, the Plan Administrator and the Trustee, will forever released and discharged from all liability as to all items and matters included in such accounting as if settled by the decree of a court of competent jurisdiction, except with respect to any such action or transaction to which the Trust Administrator shall within such 90-day period, file written objections with the Trustee.

9.03 Accounts

(a) **Separate Accounts.** Upon the effective date of an Employer's participation in the Trust, the Trustee will establish a separate Account to which the Trustee will (i) credit all contributions or transfers from the Employer to the Trust and any income and gains attributable to those amounts, and (ii) debit all distributions, transfers from the Trust, and any losses and expenses attributable to those amounts. The Employer will have an interest only in the assets in the Employer's Account, and those assets will be available only to pay the Employer's OPEB Obligations and Pension Obligations and will not be available to pay any other Employer's obligations.

(b) **Subaccounts.** Each Employer's Account contains up to three types of subaccounts (each of which may contain one or more subaccounts): a "Combined Account," "Pension Account," and "OPEB Account". Assets under the Combined Account are available to fund the Employer's Pension Obligations or OPEB Obligations and allocable expenses of participating in the Trust. Assets under the Employer's Pension Account are available only to fund the Employer's Pension Obligation and allocable expenses of participating in the Trust. Assets under the Employer's OPEB Account are available only to fund the Employer's OPEB Obligation and allocable expenses of participating in the Trust. Contributions or transfers to an Employer's Account will be allocated to the subaccounts as follows:

(i) Contributions and transfers received by the Trust on the Employer's behalf will be allocated to the Combined Account, Pension Account or OPEB Account, or any combination of these subaccounts, as directed by the Plan Administrator.

(ii) Any contributions or transfers for which the Plan Administrator does not provide allocation directions will be held in the Combined Account. The Plan Administrator may at any time direct the allocation of amounts in the Combined Account to either the Pension Account or the OPEB Account.

(iii) Once allocated to the Pension Account or the OPEB Account, amounts under the Trust may not subsequently be transferred to any other subaccount. Notwithstanding the preceding sentence, at the Plan Administrator's direction, the Trustee will reverse any allocation

to the Pension Account or OPEB Account and deposit the funds (together with allocable earnings and losses) in one or both of the other two subaccounts, but only if the Plan Administrator notifies the Trustee in writing within 30 days after the allocation that the allocation was due to mistake of fact and provides any other documentation required by the Trustee in its sole discretion.

ARTICLE X.

Fees and Expenses

10.01 Expenses of Administration

(a) **Generally.** Subject to Section 2.04, each Employer's Account will be charged for allocable Trustee Fees, Trust Administration Fees, and any other fees specified in the Trust Administrative Service Agreement. To the extent permitted in the Trust Administrative Service Agreement and Adoption Agreement, the Employer may elect in the Adoption Agreement to instead pay such fees from the Employer's assets.

(b) **Trust Administration Fees.** "Trust Administration Fees" means the fees of the applicable investment funds and the fees for all services of the Trust Administrator specified in the Trust Administrative Services Agreement. The Trust Administrator is authorized to instruct the Trustee to disburse funds from the Account for the payment of the Trust Administration Fees to the Trust Administrator to the extent not paid by the Employer or deducted from the gross earnings of the investment funds. If and to the extent that the Trustee requests that the Trust Administrator render services to the Trust other than those to be rendered by the Trust Administrator hereunder, such additional services will be compensated separately on terms to be agreed upon between the Trust Administrator and the Trustee.

(c) **Trustee Fees.** The Trustee will be paid compensation as provided in the Employer's Adoption Agreement. Such compensation may be paid by the Employer or, upon receipt of Instructions from the Trust Administrator, Employer, or Plan Administrator, may be deducted from the Trust Fund.

(d) **Expenses.**

(i) The Trustee is authorized to disburse funds from the Trust to pay all reasonable expenses of administering the Trust, including, without limitation, any taxes payable by the Trust, insurance premiums, and any fees and expenses of legal counsel, actuaries, and accountants providing services to the Trust.

(ii) The Trustee may charge the Trust for the cost of all securities purchased or received against a payment and credit the Trust with the proceeds received from the securities sold or delivered against the payment. For any trades not settled immediately upon placement, the Trustee shall have the right to sell securities from the Trust in a reasonably prudent fashion sufficient to recover any funds advanced.

10.02 Authorization with Respect to Taxes

The Trustee may execute, as trustee, any declarations or certificates pertaining to the Trust that may be required under any tax law(s) or governmental regulation(s) now or hereafter without

prior approval of the Employer. The Trustee shall notify the Plan Administrator of any tax levied upon or assessed against the Trust Fund of which the Trustee has knowledge. If the Trustee receives no Instructions from the Plan Administrator, the Trustee may pay the tax from the Trust Fund. If the Plan Administrator wishes to contest the tax assessment, it shall give appropriate and timely instructions to the Trustee. The Trustee shall not be required to bring any legal actions or proceedings to contest the validity of any tax assessments unless the Trustee has been indemnified to its satisfaction against loss or expense related to such actions or proceedings, including reasonable attorney's fees.

ARTICLE XI.

Resignation or Removal of Trustee

11.01 Resignation

The Trustee may resign at any time by giving at least 90 days' prior notice of such resignation to the Trust Administrator, or such shorter period as the Trust Administrator may agree to in writing.

11.02 Removal

(a) The Trust Administrator may remove the Trustee (or any successor trustee) upon 60 days' prior written notice to the Trustee, which notice may be waived in writing by the Trustee.

(b) Additionally, with approval of at least two-thirds of the participating Employers, the Employers may instruct the Trust Administrator in writing to remove the Trustee (or any successor trustee) upon 60 days' prior written notice to the Trustee, which notice may be waived in writing by the Trustee, and to replace the Trustee with a corporate Trustee satisfactory to the Trust Administrator in its sole judgment.

11.03 Appointment of Successor Trustee

(a) Upon notice of the Trustee's resignation or removal, the Trust Administrator shall promptly designate a successor corporate Trustee qualified to act as the Trustee of the Trust under applicable state law, such resignation or removal to be effective upon acceptance of appointment by such successor corporate Trustee.

(b) If the Trust Administrator does not designate a successor corporate Trustee, or if a successor corporate Trustee designated by the Trust Administrator has not accepted its appointment within 60 days after the Trustee gives notice of its resignation or receives notice of removal, either the Trustee (at the expense of the Trust) or the Trust Administrator (at its expense) may apply to any court of competent jurisdiction for appointment of a successor.

11.04 Transfer of Assets to Successor Trustee

Upon acceptance of such appointment by a successor Trustee, the Trustee shall assign, transfer, pay over and deliver the assets then constituting the Trust Fund to the successor Trustee. The Trustee is authorized, however, to reserve such reasonable sum of money, as to it may seem advisable, to provide for any sums chargeable against the Trust Fund for which it may be liable,

or for its fees and expenses in connection with the settlement of its account or otherwise, and any balance of such reserve remaining after payment of such fees and expenses shall be paid over to the successor Trustee. If the reserve is not sufficient for all amounts otherwise payable hereunder, the resigning or removed Trustee shall be entitled to reimbursement for any deficiency from the successor Trustee and the Employer, which shall be jointly and severally liable therefor. Each, successor Trustee shall succeed to the title of all securities or other property then held in the Trust Fund and vested in its predecessor without the signing or filing of any further instrument, but any resigning or removed Trustee shall execute all documents and do all acts necessary to vest such title of record in any successor Trustee. The terminating Trustee shall transfer all property of the Trust Fund then held by it to such successor Trustee. The terminating Trustee may require as a condition of making such transfer that the Employer provide the Trustee with an indemnification against any losses arising from the replacement of the Trustee.

11.05 Terminating Trustee's Accounting

Within 60 days after the transfer to the successor Trustee, the terminating Trustee shall provide the Trust Administrator with an accounting in the form and manner prescribed for the annual account by Article IX and the terminating Trustee shall be compensated for such accounting as specified in the relevant Adoption Agreements. Unless the Trust Administrator files written objections with the Trustee within 90 days after such account has been mailed or otherwise delivered, the account shall be deemed to have been approved by the Trust Administrator.

11.06 Changes in Organization of Trustee

Any corporation, banking association or trust company into which a corporate Trustee may be merged, converted or with which it may be consolidated, or any corporation, banking association, or trust company, resulting from any merger, reorganization or consolidation to which a corporate Trustee may be a party, or any corporation, banking association or trust company to which all or substantially all of the trust business of a corporate Trustee may be transferred shall be the successor of the corporate Trustee hereunder without the execution or filing of any instrument or the performance of any other act and with the same powers and duties as conferred upon the Trustee hereunder. In any such event, it shall not be necessary for the Trustee or any successor Trustee to give notice thereof to any person, and any requirements, statutory or otherwise, that notice shall be given is hereby waived.

11.07 Trust Administrator Bankruptcy

(a) If the Trust Administrator becomes insolvent, files for or becomes subject to bankruptcy or a similar proceeding in state or federal court, the Trust Administrator will notify the Trustee in writing as soon as possible. The notification will include confirmation of the Person (s) who will direct the Trustee.

(b) Notwithstanding any provision hereof to the contrary, in the case of bankruptcy, insolvency, or dissolution of the Trust Administrator, the Trustee will have the right to petition a court of competent jurisdiction to appoint a new Trustee, the costs of such action being payable from the Trust Fund.

(c) If the Trustee receives notice of the Trust Administrator's bankruptcy, insolvency or dissolution (either by the Trust Administrator or a court of competent jurisdiction), any fees and other expenses relating to the provision of services under this Trust Agreement (whether current or overdue) may be immediately deducted from the Trust Fund.

ARTICLE XII.

Resignation or Removal of Trust Administrator

12.01 Resignation

The Trust Administrator may resign at any time upon 90 days' prior written notice to each of the Employers, which notice may be waived in writing by the Employers.

12.02 Removal

With the approval of at least two-thirds of the participating Employers, the Employers may remove the Trust Administrator upon 90 days' prior written notice to the Trust Administrator and the Trustee, which notice may be waived by the Trust Administrator.

12.03 Designation of Successor Trust Administrator

Upon notice of the Trust Administrator's resignation, the Employers will promptly designate a successor Trust Administrator qualified to act as the Trust Administrator of the Trust under applicable state law, such resignation to be effective upon acceptance of appointment by such successor Trust Administrator. The Employers will not remove the Trust Administrator unless Employers have designated such a successor Trust Administrator who shall have agreed with Employers and the Trustee to act as the Trust Administrator under an agreement substantially similar to this Agreement.

12.04 Designation of Successor Trustee

Upon notice of the Trustee's resignation or removal, the Trust Administrator shall promptly designate a successor corporate Trustee qualified to act as the Trustee of the Trust under applicable state law, such resignation or removal to be effective upon acceptance of appointment by such successor corporate Trustee.

12.05 Compensation Pending Appointment of Successor

Until a successor Trust Administrator is appointed and assumes its duties as the Trust Administrator under this Agreement, the Trust Administrator shall be entitled to compensation for its services in accordance with Section 10.01(b).

12.06 Merger, Conversion, Consolidation or Sale of Trust Administrator

Any company into which the Trust Administrator may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Trust Administrator may sell or transfer all or substantially all of its investment advisory business, shall be, with the prior

consent of Employers in the manner set forth in Section 14.03(b), the successor to such Trust Administrator.

12.07 Successor Trust Administrator; No Duty to Investigate

A successor corporate Trustee shall have no duty to audit or otherwise inquire into the acts or transactions of its predecessor.

ARTICLE XIII. **Amendment of Trust**

With the approval of at least two-thirds of the Employers then participating in the Trust, the Trust Administrator may amend the Trust; provided, however, that no amendment may: (a) cause any assets held in any Employer's Account to be used for or diverted to any purpose other than for the exclusive purposes of funding the Employer's OPEB Obligations or Pension Obligations, as applicable, or defraying the reasonable expenses of administering the Account; (b) eliminate the requirement that none of the assets held in any Employer's Account revert to the Employer prior to the satisfaction of all OPEB Obligations or Pension Obligations (as applicable) under the OPEB Plan or Pension Plan for which the Account was established; or (c) affect the Trustee's duties, responsibilities, rights, or liability or potential liability under this Trust Agreement, unless the Trustee provides advance written consent to such amendment.

ARTICLE XIV. **Participation**

14.01 Eligibility

Only public agencies may become participating Employers in the Trust. For this purpose, a public agency means a state, political subdivision of a state, or an entity whose income is excludible from gross income under Section 115 of the Code.

14.02 Commencement of Participation

A public agency may become a participating Employer in the Trust by furnishing the Trust Administrator with the following: (i) an executed Adoption Agreement, (ii) an executed Trust Administrative Services Agreement, (iii) a certified copy of a resolution, minutes, or other documentary evidence of the Employer's governing body approving the adoption of the Agreement, and (iv) any other documentation as the Trust Administrator may require. The public agency will become a participating Employer upon the Trust Administrator's written acceptance of the documents described in the preceding sentence.

14.03 Termination of Participation

(a) An Employer may elect in writing to withdraw from the Trust by filing such election with the Trust Administrator and the Trustee at least 30 days before the effective date of the withdrawal. As soon as administratively practicable after the effective date, the Trustee will segregate the withdrawing Employer's Account and transfer the assets in such Account to a trust established by agreement between the Employer and a successor trustee, but only if the Employer

certifies in writing to the Trust Administrator that the trust satisfies the requirements of Section 115 of the Code.

(b) In the event the Trust Administrator contemplates an assignment of this Agreement in connection with a change of control or otherwise (collectively, an "assignment"), the Trust Administrator will provide each Employer with written notice at least 60 days before the effective date of such assignment. Upon receipt of such notice, each Employer may elect to terminate participation and withdraw from the Trust at any point prior to the effective date of the assignment as set forth in the notice. If an Employer does not provide notice of its desire to terminate within the 60-day notice period, the Employer's consent to the contemplated assignment will be implied.

(c) If the Employer has a Combined Account and both its Pension Obligation and OPEB Obligation have terminated, Section 14.04(b) will apply. If the Employer has an OPEB Account and its OPEB Obligation has terminated, Section 14.04(c) will apply. If the Employer has a Pension Account and its Pension Obligation has terminated, Section 14.04(d) will apply. An Employer's Pension Obligation or OPEB Obligation will be deemed terminated for these purposes upon the Trust Administrator's receipt of a certified copy of a resolution, minutes, or other documentary evidence of the Employer's governing body approving of the respective termination.

(d) Each Employer agrees to immediately notify the Trust Administrator upon receipt of a determination from the Internal Revenue Service that has the effect of rendering the Employer's Account ineligible for the tax exemption under Section 115 of the Code, such as any determination that the Employer is not a public agency. In such a case, as soon as administratively practicable after the Trust Administrator notifies the Trustee of the Internal Revenue Service's determination, the Trustee will segregate and place the Employer's Combined Account, OPEB Account, and Pension Account (as applicable) in a separate trust established for the exclusive purpose of funding the Employer's OPEB and Pension Obligation, OPEB Obligation only, or Pension Obligation only, respectively.

14.04 Termination of Employer's Account

(a) An Employer's Account will automatically terminate upon the termination of the Employer's participation in the Trust and the transfer of the assets in the Employer's Account under Section 14.03.

(b) If an Employer has a Combined Account and maintains an OPEB Plan or Pension Plan, but not both, Section 14.04(b) or (c) (as applicable) will apply to the assets in the Combined Account. If the Employer maintains both an OPEB Plan and Pension Plan, the Trustee will continue to maintain, and will have all of the powers and duties under this Agreement with respect to, the Employer's Combined Account until the Employer's OPEB Obligation under its OPEB Plan and Pension Obligation under its Pension Plan are fully satisfied. Any assets remaining in the Employer's Combined Account after both such obligations are fully satisfied will be paid to the Employer to the extent permitted by law and consistent with the requirements of Section 115 of the Code.

(c) If an Employer's OPEB Plan terminates, the Trustee will continue to maintain, and will have all of the powers and duties under this Agreement with respect to, the Employer's OPEB

Account until the Employer's OPEB Obligation under its OPEB Plan is fully satisfied. Any assets remaining in the Employer's OPEB Account after its OPEB Obligation is fully satisfied will be paid to the Employer to the extent permitted by law and consistent with the requirements of Section 115 of the Code.

(d) If an Employer's Pension Plan terminates, the Trustee will continue to maintain, and will have all of the powers and duties under this Agreement with respect to, the Employer's Pension Account until the Employer's Pension Obligation under its Pension Plan is fully satisfied. Any assets remaining in the Employer's Pension Account after its Pension Obligation is fully satisfied will be paid to the Employer to the extent permitted by law and consistent with the requirements of Section 115 of the Code.

14.05 Reversion.

Neither the Trust Administrator nor the Employers nor any entity related to any of them will have any beneficial interest in the Trust or receive any amounts upon termination of the Trust or at any other time, except as provided in Sections 9.03(b)(iii) and 14.04.

ARTICLE XV. Termination of Trust

15.01 Termination of Trust Fund

The Trust may be terminated by the unanimous agreement of all Employers, which action must be in writing and delivered to the Trustee and Trust Administrator.

15.02 Liquidation of Trust

Upon termination of the Trust, the Trust will continue to exist, and the Trust Administrator and the Trustee will continue to have all powers provided in this Agreement as are necessary or desirable for the orderly liquidation and distribution of Trust assets in accordance with the provisions hereof until all Trust assets have been distributed. The Trustee will distribute assets remaining in each Employer's Account at the direction of the Trust Administrator in the following order of priority: (1) payment of reasonable administrative expenses (including taxes and termination costs) of the Trust, (2) payment of the OPEB Obligations and Pension Obligations currently payable under the Employer's OPEB Plan and Pension Plan, as applicable, and (3) payment to a trust that satisfies the requirements of Section 115 of the Code and any other applicable law. .

Until the final distribution of the Trust assets, the Trustee shall continue to have all the powers provided under this Trust Agreement that are necessary or desirable for the orderly liquidation and distribution of the Trust Fund. In no instance upon any termination or discontinuance and subsequent distribution may the Trust Fund or any part of it be used for, or diverted to, purposes other than those described in the preceding paragraph.

ARTICLE XVI.
Miscellaneous**16.01 Applicable Law**

The powers and duties of the Trustee and all questions of interpretation, construction, operation, and effect of this Trust Agreement shall be governed by the laws of the State of South Dakota. All contributions to the Trustee shall be deemed to take place in the State of Colorado, and the Trustee shall be liable to account in the courts of that state.

16.02 Evidence

Evidence required of anyone under this Trust Agreement may be by certificate, affidavit, document, facsimile, E-mail or other form which the person acting in reliance thereon considers to be pertinent and reliable, and to be signed, made, or presented by the proper party.

16.03 Notices

All communications under this Agreement must be in writing and will be deemed to have been duly given (1) on the date of receipt if served personally or by confirmed facsimile or other similar communication; (2) on the first business day after sending if sent for guaranteed next day delivery by a next-day courier service; or (3) on the fourth business day after mailing if mailed to the party or parties to whom notice is to be given by registered or certified mail, return receipt requested, postage prepaid, and properly addressed as follows:

If to an Employer:	At the address listed for such purpose on the Employer's Adoption Agreement
If to Trust Administrator:	Shuster Advisory Group, LLC 225 S. Lake Ave, #600 Pasadena, CA 91101 Attention: Mark Shuster, Managing Member
If to Trustee:	Alta Trust Company 9380 Station Street, Suite 450 Lone Tree, CO 80124 Attention: Adam Ponder, CEO

16.04 Limitation on Claims

No claim may be made by the Employer against the Trustee for any lost profits or any special, indirect or consequential damages in respect of any breach or wrongful conduct in any way related to this Trust Agreement. The preceding sentence does not apply to any losses suffered by the Employer's Account due to the Trustee's breach of the standard of care articulated in Section 6.01.

16.05 Severability of Provisions

Should any provision of this Trust Agreement be held invalid or illegal for any reason, such illegality or invalidity shall not affect the remaining provisions of this Trust Agreement, but shall be fully severable, and the Trust Agreement shall be construed and enforced as if such illegal or invalid provision had never been inserted herein.

16.06 Construction of Trust Agreement

If and whenever the Trustee be, in good faith, in doubt as to the proper construction or interpretation of this Trust Agreement, or any other question that may arise during the administration of the Trust herein created, the Trustee is authorized to resolve all such doubts and questions in such manner as it may deem proper, without the necessity of resorting to a court for construction or instructions, and all decisions so made shall be binding and conclusive on all persons ever interested hereunder. In addition, the Trustee may apply to the Plan Administrator for Instructions, directions, authorizations or information, and the Trustee may demand assurances satisfactory to it that any action that it is directed to take will not adversely affect the tax exemption of the Trust; provided, however, that no such assurances shall be required if, in the opinion of counsel (which counsel may also be counsel for the Employer), such action does not adversely affect the tax exemption of the Trust. This Trust Agreement shall be binding upon all persons who are ever entitled to such benefits hereunder, their heirs, executors, administrators and legal representatives, and upon all Employers and their successors, and upon the Trustee and its successors.

16.07 Spendthrift Provisions

No Beneficiary shall have any right to assign, transfer, appropriate, encumber, commute or anticipate his interest in the Trust Fund, or any payments to be made hereunder, and no benefits or payments, rights, or interests of any such person of any kind or nature, shall be in any way subject to any legal or equitable process or writ by way of levy, garnishment, execution or attachment for payment of any claim against any such person, nor shall any such person have any right of any kind whatsoever with respect to the Trust Fund, or any estate or interest therein, or with respect to any other property or rights, other than the right to receive such distributions as are lawfully made out of the Trust Fund, as and when the same, respectively, are due and payable, under the terms of this Trust Agreement. The Trustee shall not recognize any attempted alienation or encumbrance of the right or interest hereunder of any Beneficiary. Neither the Trust Fund nor any benefits hereunder shall be liable for or subject to the debts, contracts, liabilities, engagements, or torts of any person to whom such benefits or funds are payable, nor shall the Trust Fund or any benefits hereunder be considered an asset of such person in the event of his bankruptcy.

16.08 Title of Trust Assets

The legal and equitable title and ownership of all assets at any time constituting a part of the Trust Fund shall be and remain with the Trustee, and no Beneficiary will have any legal or equitable estate therein, save and except that a Beneficiary shall be entitled to receive distribution as and when lawfully made under the terms hereof. Notwithstanding anything to the contrary, the

Trust Fund will be held by the Trustee as title holder only. A Person (or Persons) other than the Trustee will hold custody or possession of the Trust Fund.

16.09 Rights Determined from Entire Instrument

This Trust Agreement embodies the entire agreement and understanding of the parties relating to the subject matter hereof. This Trust Agreement, for convenience only, has been divided into Articles and Sections, but the rights, powers, duties, privileges, and other legal relationships shall be determined from this Trust Agreement as an entirety and without regard to the division into Articles and Sections or to the headings prefixing such Sections.

16.10 Waiver

No waiver by either party of any failure or refusal to comply with an obligation hereunder shall be deemed a waiver of any other obligation hereunder or any subsequent failure or refusal to comply with any other obligation hereunder.

16.11 Word Usage

Whenever appropriate, words used in this Trust Agreement in the singular may mean the plural, the plural may mean the singular, and the masculine may mean the feminine. The words "herein," "hereof," "hereto" and "hereunder" shall refer to this Trust Agreement.

16.12 Assignment

This Trust Agreement, and any of the rights and obligations hereunder, may not be assigned by the Employer without the prior written consent of the other party, and such consent may be withheld in any such party's sole discretion. The Trustee may assign this Trust Agreement in whole or in part, and any of its rights and obligations hereunder without the consent of the Employer, provided notice of such assignment is sent to the Employer at least 30 days prior to the effective date of any such assignment. All provisions in this Trust Agreement shall extend to and are binding upon the parties hereto and their respective successors and permitted assigns.

16.13 Force Majeure

The Trustee may delay the processing of any transaction provided for hereunder due to a Force Majeure.

16.14 Complete Agreement

This Trust Agreement and any schedule of fees provided to the Trustee by the Employer or the Plan Administrator embody the entire agreement and understanding of the parties relating to the subject matter hereof.

16.15 Taxes

The Employer shall bear all taxes (inclusive of sales and use taxes), duties, levies, and other similar charges (and any related interest and penalties), however designated, imposed as a result

of the receipt of services rendered under this Agreement, including but not limited to any tax which the Employer is required to withhold or deduct from payments to the Trustee, except:

(i) Any tax imposed upon the Trustee in a jurisdiction outside the United States if such tax is allowable as a credit against U.S. federal income taxes of Trustee; and

(ii) Any income tax imposed upon the Trustee by the United States or any governmental entity within the United States.

In order for the exception contained in (i) to apply, the Employer must furnish the Trustee with such evidence as may be required by the United States taxing authorities to establish that such tax has been paid so that the Trustee may claim the credit. The fees to be charged by the Trustee to the Employer under this Agreement, depending on the facts and circumstances of the particular tax jurisdiction, may include Value Added Tax ("VAT"), Goods and Services Tax ("GST") and other similar taxes (collectively, "VAT"). Where the Trustee is obligated to report and pay VAT with respect to services provided under this Agreement, the Employer agrees to be invoiced by the Trustee for the VAT at the applicable prevailing VAT rate.

16.16 Data

Notwithstanding anything in this Agreement to the contrary, aggregated and/or statistical data shall not be considered Confidential Information provided that any such data does not specifically identify any of Employer's confidential information. The Trustee may share the Employer's data, Personal Information and confidential information among the Trustee's related companies so long as the same protective provisions contained in Section 16.17 are followed by every entity to which disclosure is made.

16.17 Confidentiality

The Trustee and the Trust Administrator and each Employer (by execution of an Adoption Agreement) agree to the confidentiality requirements set forth in this Section 16.17. Each of Trustee and Trust Administrator anticipates that it may provide information to the other and to Employers regarding its operations and services that it deems to be confidential and that Employers may provide information they deem to be confidential, including personal information about Participants, to the Trustee and/or Trust Administrator. To the extent the Trustee, the Trust Administrator and Employers receive such information (a "Receiver") from another party (the "Provider"), each Receiver agrees to maintain any and all such information strictly confidential and shall not, without the Provider's prior written consent, disclose such information in any manner whatsoever, in whole or in part, and shall not duplicate, copy or reproduce such information in any manner whatsoever, except in accordance with the terms of this Agreement.

(a) Notwithstanding the preceding paragraph, the Receiver may use the Information as reasonably required to carry out the purposes of this Agreement and the information may be disclosed by the Receiver:

(i) To the employees, agents and consultants of the Employer (including the Plan Administrator) in connection with Receiver's performance or use of the services provided under this Agreement, as applicable;

(ii) To auditors, counsel, and other representatives of the Employer and Plan Administrator for the purpose of providing assistance to the Receiver in the ordinary course of Receiver's performance or use of the services, as applicable;

(iii) If legally obligated or compelled to disclose any of the information in order to perform its obligations or under a valid court or regulatory order; iv. If the information is publicly available prior to or subsequent to its disclosure to the Receiver;

(iv) If the Receiver can show that the information was in the possession of the Receiver, or any affiliate at the time of disclosure and was not acquired, directly or indirectly, under any obligation of confidentiality to the Provider; or

(v) If the information is independently acquired or developed by the Receiver without violation of its obligations hereunder.

(b) Upon the termination of this Agreement for any reason, the parties shall return to each other, or destroy, any and all copies of information of the other in their possession, except for any copies reasonably required to maintain such party's customary archives or computer back-up procedures, and as otherwise required by applicable law, rule or regulation. Each party agrees that it will implement and maintain commercially reasonable measures to protect the security, confidentiality and integrity of nonpublic information and provide the Providers Employer with information regarding such security measures upon the reasonable request.

(c) A breach of any provision of Section 16.17 or of Section 16.18 of this Agreement may cause the Trustee irreparable injury and damage and therefore may be enjoined through injunctive proceedings, in addition to any other rights or remedies which may be available to such party, at law or in equity. Notwithstanding the provisions of Article VI, any proceeding brought by the Trustee to seek relief under this provision shall be brought in a federal or state court of competent jurisdiction in Los Angeles, California.

16.18 USA Patriot Act Notification

The following notification is provided to Employer pursuant to Section 326 of the USA Patriot Act of 2001, 31 U.S.C. Section 5318:

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each Person or entity that opens an account, including any deposit account, treasury management account, loan, other extension of credit, or other financial services product. What this means for the Employer: When Employer opens an account, if the Employer is an individual, the Trustee will ask for the Employer's name, taxpayer identification number, residential address, date of birth, and other information that will allow the Trustee to identify Employer, and, if Employer is not an individual, Trustee will ask for the Employer's official name, taxpayer identification number, business address, and other information that will allow the Trustee to identify the Employer. The Trustee may also ask, if the Employer is an individual, to see a valid driver's license or other identifying documents, and, if the Employer is not an individual, to see the Employer's legal organizational documents or other identifying documents.

16.19 Execution in Counterparts

This Trust Agreement may be executed in any number of counterparts, each of which shall be deemed an original and no other counterpart need be produced. Telephonic or electronic facsimile copies of original signatures, writings, or initials on this Trust Agreement shall be as valid as the original signatures, writings, or initials.

IN WITNESS WHEREOF, the parties have caused this Trust Agreement to be executed by their duly authorized officers effective as of the date and year first written above.

ALTA TRUST COMPANY
As Trustee


By _____

CEO
Title _____

10/1/2021
Date _____

SHUSTER ADVISORY GROUP, LLC,
As Trust Administrator


By Mark Shuster _____

Managing Partner
Title _____

9/29/21
Date _____

EXHIBIT "B"
RES. NO. 8229

CONTRACT NO. 2150

**ADOPTION AGREEMENT
FOR THE
MULTIPLE EMPLOYER OPEB/PENSION 115 TRUST**

TABLE OF CONTENTS

	<u>Page</u>
INTRODUCTION	1
ARTICLE 1 EMPLOYER INFORMATION	1
ARTICLE 2 PLAN INFORMATION.....	1
ARTICLE 3 TRUST ADMINISTRATIVE SERVICES.....	2
ARTICLE 4 INVESTMENTS.....	2
ARTICLE 5 TRUST FEES AND EXPENSES	2
ARTICLE 6 REPRESENTATIONS AND WARRANTIES	3
ARTICLE 7 STANDARD OF CARE AND INDEMNIFICATION.....	3
ARTICLE 8 AMENDMENT	4
ARTICLE 9 NO GUARANTEE OF INVESTMENT RESULTS.....	4
ARTICLE 10 ADOPTION OF TRUST.....	4
EXHIBIT A	A-1
EXHIBIT B	B-1
EXHIBIT C	C-1

INTRODUCTION

By executing this Adoption Agreement, the Employer named in Article 1 of this Adoption Agreement hereby adopts and agrees to be bound by the terms of the Multiple Employer OPEB/Pension 115 Trust (the "Trust"), a copy of which is attached as Exhibit A. To the extent there is a conflict between this Adoption Agreement and the Trust, the Trust will control. Unless otherwise specified below, initially capitalized terms used in this Adoption Agreement are defined in the Trust.

ARTICLE 1**EMPLOYER INFORMATION**

1.1 Employer's Name, Address, and Telephone Number

- (a) Name: City of San Fernando
- (b) Address: 117 Macneil Street, San Fernando, CA 91340
- (c) Telephone: 818-898-1200

1.2 Employer's Taxpayer Identification Number: XXXXXX**ARTICLE 2****PLAN INFORMATION**

2.1 Plan Names:

OPEB Plan(s): City of San Fernando OPEB Trust Account

Pension Plan(s): N/A

(Each a "Plan" and collectively, the "Plans")

2.2 Employer-designated: Plan Administrator's Name, Title, Address, and Telephone Number:

- (a) Name: Nick Kimball
- (b) Title: City Manager
- (c) Address: 117 Macneil Street, San Fernando, CA 91340
- (d) Telephone: 818-898-1202

ARTICLE 3

TRUST ADMINISTRATIVE SERVICES

As a condition of the Employer's participation in the Trust, the Employer and the Trust Administrator have executed the Trust Administrative Services Agreement attached as Exhibit B.

ARTICLE 4

INVESTMENTS

The Employer hereby directs the Trust Administrator to direct the Trustee to invest the assets in the Employer's Account in accordance with the investment strategy and any investment policy mutually agreed to by the Employer and the Trust Administrator.

ARTICLE 5

TRUST FEES AND EXPENSES

5.1 Trustees Fee will be equal to 0.02% (annual minimum fee per plan is \$500 and annual maximum fee per plan is \$5,000). Other fees, including Trust Administration Fees are specified in Section 2.1 of the Trust Administrative Services Agreement. Please refer to Section 2.1 of the Trust Administrative Services Agreement for further information about payment of fees and expenses.

5.2 Method of Payment. Unless the Employer otherwise elects below, the Trust Administration Fees (as defined in Section 10.01(b) of the Trust), Trustee Fees (as defined in Section 10.01(c) of the Trust), and any other reasonable fees and expenses of administering the Employer's Account will be paid from the Employer's Account. In lieu of payments from its Account, the Employer hereby elects to pay the following amounts:

- ☐ Trust Administration Fees
- ☐ Trustee Fees
- ☐ All expenses of the Employer's Account other than fees
- ☐ Other (please insert description):

ARTICLE 6

REPRESENTATIONS AND WARRANTIES

- 6.1 The Employer hereby represents and warrants that each of the following statements is true and correct to the best of its knowledge:
- (a) The Employer is a state, a political subdivision of a state or another public agency whose income is excludable from gross income under section 115 of the Code that is established and maintained under the laws of the [State/Commonwealth] of California.
 - (b) The Employer has established and maintains one or more Plans the exclusive purpose of each is to provide OPEB or retirement benefits to its former employees.
 - (c) The exclusive purpose of the Employer's participation in the Trust is to fund the Pension Obligation or OPEB Obligation, or both, under the Employer's Plans.
 - (d) The Employer's participation in the Trust for the purpose of funding, as applicable, the Pension Obligation or OPEB Obligation, or both, under the Employer's Plans is authorized under the laws of the [State/Commonwealth] of California.
 - (e) The Employer's Plans do not permit participants to direct or otherwise exercise in any manner, whether direct or indirect, control over the investment of their accounts or benefits accrued under the Plans.
 - (f) The Employer has received copies, and has read and understands the terms, of the Trust.

ARTICLE 7

STANDARD OF CARE AND INDEMNIFICATION

- 7.1 Standard of Care. The Trustee and the Trust Administrator must discharge their duties in accordance with the standard of care set forth in Section 6.01 of the Trust.
- 7.2 Employer Indemnification of Trustee. The Employer, from its own funds and not from any assets of the Trust, agrees to indemnify the Trustee and each of its affiliates against, and will hold them harmless from, any and all loss, claims, liability, and expense, including cost of defense and reasonable attorneys' fees, imposed upon or incurred at any time by any of them by reason of or in connection with the performance of the Trustee's services under this Agreement, except to the extent such damages resulted from the Trustee's or affiliate's performance (or non-performance) of its duties under the Trust in a manner that constitutes willful misconduct or willful breach of the standard of care articulated in Section 6.01 of the Trust.

- 7.3 Employer Indemnification of Trust Administrator. Employer, from its own funds and not from any assets of the Trust, agrees to indemnify the Trust Administrator and each of its affiliates against, and will hold them harmless from, any and all damages imposed upon or incurred by any of them by reason of, or in connection with its services under the Trust or the Trust Administrative Services Agreement, except to the extent that such damages resulted from the Trust Administrator's or affiliate's performance (or non-performance) of its duties under the Trust or the Trust Administrative Services Agreement in a manner that constitutes willful misconduct or willful breach of the standard of care articulated in Section 6.01 of the Trust.

ARTICLE 8

AMENDMENT

The Employer understands and agrees that the Trust may be amended from time to time by the Trust Administrator with the approval of two-thirds of the Employers then participating in the Trust.

ARTICLE 9

NO GUARANTEE OF INVESTMENT RESULTS

The Employer understands and acknowledges that investments in the Trust involve risk and that there is no guarantee of investment performance or other performance of the Trust, including but not limited to custodians, depositories, or counterparties to investment strategies of the Trust.

ARTICLE 10

ADOPTION OF TRUST

By executing this Adoption Agreement, the Employer hereby adopts and agrees to be bound by the terms of the Trust and hereby approves, ratifies and confirms the appointment of Alta Trust Company as the Trustee and Shuster Advisory Group, LLC as the Trust Administrator as of the effective date of this Adoption Agreement. This Adoption Agreement and the Trust Agreement are effective on the 1st day of May, 20 23.

EMPLOYER

CITY OF SAN FERNANDO

Agency Name

By: _____

Its: _____

Date: _____

ACCEPTED:

TRUST ADMINISTRATOR

SHUSTER ADVISORY GROUP, LLC

By: _____

Its: _____

Date: _____

EXHIBIT "B"
RES. NO. 8229

CONTRACT NO. 2150

TRUSTEE
ALTA TRUST COMPANY

By: _____

Its: _____

Date: _____

EXHIBIT "B"
RES. NO. 8229

CONTRACT NO. 2150

EXHIBIT A
TRUST

A-1

EXHIBIT "B"
RES. NO. 8229

CONTRACT NO. 2150

EXHIBIT B

TRUST ADMINISTRATIVE SERVICES AGREEMENT

EXHIBIT "B"
RES. NO. 8229

CONTRACT NO. 2150

EXHIBIT C

PLAN ADMINISTRATOR: SPECIMEN SIGNATURE

TRUST ADMINISTRATIVE SERVICES AGREEMENT

This agreement ("Agreement") is made this 1st day of May, 2023, by and between CITY OF SAN FERNANDO (the "Employer") and SHUSTER ADVISORY GROUP, LLC (the "Trust Administrator").

WHEREAS, the Employer has adopted one or more plans, policies, or collective bargaining agreements ("Plans") in order to provide other post-employment health and welfare benefits (other than pensions) ("OPEB") or retirement benefits; and

WHEREAS, the Trust Administrator and Alta Trust Company (the "Trustee") have entered into an agreement (the "Trust Agreement") establishing the Multiple Employer OPEB/Pension 115 Trust (the "Trust"); and

WHEREAS, the Employer has adopted the Trust by executing the adoption agreement to which this Agreement is attached (the "Adoption Agreement") in order to fund the OPEB and retirement benefits payable under the Plans; and

WHEREAS, the Employer wishes to retain the services of the Trust Administrator to administer the Employer's account under the Trust ("Account").

NOW THEREFORE, the Employer and the Trust Administrator hereby agree as follows:

Capitalized words not defined this document are defined in the Trust Agreement.

1. Trust Administrator Services

The Trust Administrator will provide the following services for the Employer's Account:

1.1 Administrative Services

- A.** Instruct the custodian of the Account to make disbursements from the Employer's Account at the direction of the Employer for the payment of OPEB or retirement benefits under the Employer's Plans funded by the Account;
- B.** Verify custodian's receipt of contributions made to the Account as informed by the Employer;
- C.** Provide the Employer after the end of each calendar quarter with an analysis of the performance of the investments of the Account and a statement of the changes in the investments made during such calendar quarter;
- D.** Provide annual statements of Trust accounts;

- E. Instruct the custodian to disburse funds from the Account for the payment of the fees and expenses described in Section 2.1 and 3.2; and
- F. Coordinate such other actions with the Trustee and custodian of the Account as directed by the Plan Administrator that are within the scope of the Trust Administrator's duties under the Trust Agreement.

1.2 Investment Management Services

- A. Determine the asset allocation of investments in the Employer's Account ("Investment Strategy") based on information provided by the Employer or the Plan Administrator, including the anticipated amounts of cash required by the Plans for distributions and other expenses, and the appropriate risk tolerance for the Plans based on the Plans' asset-liability characteristics and the Employer's resources;
- B. Prepare a recommended policy statement of the Account's Investment Strategy acceptable to the Employer to the extent necessary to accomplish the Account's Investment Strategy ("Investment Policy Statement");
- C. Execute the Account's Investment Strategy by instructing the Trustee to buy and sell shares of investments permitted under the Trust in accordance with the Investment Policy Statement;
- D. In consultation with the Employer, reassess and alter the Investment Strategy and Investment Policy Statement at least annually to the extent necessary to "rebalance" the Account investments; and
- E. Perform reviews at least annually of the performance of the investments held in the Account, add or reduce allocations to each investment or add or delete investments in its judgment (to the extent permitted under the Investment Policy Statement and the Trust), and promptly advise the Employer of any additions or deletions of Account investments.

2. Compensation

- 2.1 **Fees.** For all services provided by the Trust Administrator under this Agreement and the Trustee under the Trust Agreement, the following fees will apply:

Trust Administration Fees (This Agreement) ¹ :	0.03%
Trustee Fees (Trust Adoption Agreement) ² :	0.02%
Custodial Asset Based Fee (Custodial Agreement) ³ :	0.01%
Investment Advisory Fees (Investment Advisory Agmt.):	0.04%

Fees will be collected quarterly other than the Investment Advisory Fee which will be collected monthly.

1 - Will convert to a flat dollar fee after the end of contract year-3 based on the highest year-end balance of the first 3 contract years.

2 - Annual minimum fee per plan of \$500. Annual maximum fee per plan of \$5,000.

3 - Annual minimum fee per plan of \$400. Custodian may also charge fees related to non-standard assets, checks and wire fees outlined in the Custodial Agreement for the Plan.

The Trust Administrator will notify the Employer in writing of any change in the above fee amounts at least 60 days before the effective date of the change.

2.2 Fees for Additional Services. If and to the extent that the Employer requests the Trust Administrator to render services other than those described under this Agreement, such additional services will be compensated separately on terms to be agreed upon between the Trust Administrator and the Employer.

2.3 Pooled Investments. Assets invested by the Trust Administrator under the terms of this Agreement may from time to time be invested in individual securities, or in a proprietary money market mutual fund or local government investment pool (either, a "Pool"). Each Pool is a commingled fund managed by the Trust Administrator. Average daily net assets subject to the fees described in this section shall not take into account any funds invested in the Pool. Expenses of the Pool, including compensation for the Trust Administrator and the Pool custodian, are described in the relevant prospectus or information statement and are paid from the Pool.

3. Expenses

3.1 Furnishing of Administrative Services, Office Space, Equipment and Personnel. The Trust Administrator will furnish at its own expense all necessary administrative services, office space, equipment, clerical personnel, telephone and other communication facilities, investment advisory facilities, and executive and supervisory personnel required to perform the services under this Agreement, inclusive of reasonable costs required to attend meetings with the Employer.

3.2 Expenses of Employer's Account. Except as otherwise provided in this Agreement, Employer agrees to pay all expenses under the Trust incurred by (or allocable to) the Employer's Account including, without limitation, taxes, expenses (including front- or back-end charges) of an investment fund, fees and expenses of the Account's independent auditors and legal counsel, insurance premiums, expenses of the Trustee, the keeping of books and accounts, and the allocable costs of the annual Trust accounting described in Section 9.02 of the Trust Agreement. The Trust Administrator will calculate expenses allocable to the Account on a pro-rata basis, or in any other reasonable and equitable manner determined by the Trust Administrator.

4. Payment Terms. At the end of each calendar month, the Trust Administrator will prepare and submit fees and expenses under this Agreement as described in Sections 2.1 and 3.2. Except to the extent that the Employer has elected in the Adoption Agreement to pay such fees and expenses, the Employer authorizes the Trust Administrator to charge such fees and expenses to the Employer's Account and authorizes and instructs the custodian to disburse funds from the Account for the payment of the fees and expenses. If the Employer has elected in the Adoption Agreement to pay such fees and expenses the Trust Administrator will prepare and submit monthly invoices to the Employer. If the Employer does not fully pay any invoice within 15 calendar days after the invoice's postmark, then

the Employer hereby authorizes the Trust Administrator to charge the unpaid amount to the Account and instructs the custodian to disburse such amount from the Account for the payment of the fees and expenses. If sufficient funds are not available or cannot for any reason otherwise be disbursed from the Account, the Trust Administrator will notify the Employer, and the Employer will pay the unpaid amount to the Trust Administrator from other sources within 10 calendar days after receiving the notice.

- 5. Registered Advisor; Duty of Care.** The Trust Administrator hereby represents it is a registered investment advisor under the Investment Advisers Act of 1940. The Trust Administrator will immediately notify the Employer if at any time during the term of this Agreement it is not so registered or if its registration is suspended. The Trust Administrator agrees to perform its duties and responsibilities under this Agreement with reasonable care. The federal securities laws impose liabilities under certain circumstances on persons who are required to act in good faith. Nothing herein in any way constitutes a waiver or limitation of any rights which the Employer, the Trust, or the Trust Administrator may have under any federal securities laws. The Employer hereby authorizes the Trust Administrator to sign an Internal Revenue Service Form W-9 on behalf of the Employer and to deliver such form to broker-dealers or others from time to time as required in connection with securities transactions pursuant to this Agreement.
- 6. Trust Administrator's Other Clients.** The Employer understands that the Trust Administrator performs investment advisory services for various other clients which may include investment companies, commingled trust funds and/or individual portfolios. The Employer agrees that the Trust Administrator, in the exercise of its professional judgment, may give advice or take action with respect to any of its other clients which may differ from advice given or the timing or nature of action taken with respect to the Account. The Trust Administrator has no obligation to purchase, sell or exchange any security for the Employer solely by reason of the fact that the Trust Administrator, its principals, affiliates, or employees may purchase, sell or exchange such security for the account of any other client or for itself or its own accounts.
- 7. Risk Acknowledgment.** The Trust Administrator does not guarantee the future performance of the Account or any specific level of performance, the success of any investment decision or strategy that the Trust Administrator may use, or the success of Trust Administrator's overall management of the Account. The Employer understands that investment decisions made for the Employer's Account by the Trust Administrator are subject to various markets, currencies, economic, political and business risks, and that those investment decisions will not always be profitable. The Employer understands that past performance does not necessarily predict future performance for the Account. The Trust Administrator will manage only the securities, cash and other investments held in Employer's Account and in making investment decisions for the Account, the Trust Administrator will not consider any other securities, cash or other investments owned by the Employer or any of the Plans. Neither the Trust Administrator nor its officers, directors, agents, employees, and affiliate shall be liable for any losses in the Account, or any loss, cost, indebtedness, or liabilities arising from the Trust Administrator's management of the investments in the Account (together, "Losses") except for any Losses that result from an act or omission of the Trust Administrator constituting a violation of law or an act or omission of the Trust Administrator constituting gross negligence, willful misfeasance, bad faith or reckless disregard of its obligations under this Agreement or as otherwise may be

provided by law. The Trust Administrator is not responsible for any loss incurred by reason of any act or omission of the Employer, the custodian of the Account, a third party manager, any broker-dealer, or any other third party.

8. **Term of Agreement.** This Agreement will remain in effect until terminated by either party at any time by giving 60 days' written notice to the other party of its intent to terminate.
9. **Force Majeure.** The Trust Administrator has no liability for any losses arising out of the delays in performing or inability to perform the services which it renders under this Agreement which result from events beyond its control, including interruption of the business activities of the Trust Administrator or other financial institutions due to acts of God, acts of governmental authority, acts of war, terrorism, civil insurrection, riots, labor difficulties, or any action or inaction of any carrier or utility, or mechanical or other malfunction.
10. **Disciplinary Actions.** The Trust Administrator will promptly notify the Employer if the Trust Administrator is found to have violated any state or federal securities law or regulation in any criminal action or civil suit in any state or federal court or in any disciplinary proceeding before the Securities and Exchange Commission or any other regulatory agency or department of the United States, any registered securities exchange, the Financial Industry Regulatory Authority, or any regulatory authority of any State based upon the performance of services as an investment advisor.
11. **Confidentiality.** The Trust Administrator will not disclose any information relating to the Plans or the Account except to authorized officers of the Employer, the Plan Administrator the Trustee and third parties retained by the Trust Administrator to perform specific services within this Agreement without the Employer's consent. The Employer will not disclose any information relating the Trust to individuals other than authorized officers of the Employer and the Plan Administrator, or their respective designees, without the Trust Administrator's consent.
12. **Independent Contractor.** The Trust Administrator, its employees, officers and representatives, will not be deemed to be employees, agents (except as to the purchase or sale of securities described in Section 1), partners, servants, and/or joint ventures of the Employer or the Account by virtue of this Agreement or any actions or services rendered under this Agreement.
13. **Records.** The Trust Administrator will maintain appropriate records of all its activities hereunder. The Trust Administrator will use its best efforts to provide the Employer with a statement within 60 days following the end of each calendar quarter showing deposits, withdrawals, purchases and sales (or maturities) of investments, earnings received during the quarter, and the value of assets held on the last business day of the calendar quarter, all as provided for in the Trust Agreement, based on the information requested from and furnished to it by the Trustee.
14. **Ownership of Reports and Documents.** The Trust Administrator acknowledges that the originals of all correspondence, documents, reports and records produced in the course of providing the services pursuant to this Agreement are the property of the Employer. In the event this Agreement is terminated, the Trust Administrator agrees to provide such

originals to the Employer. The Trust Administrator will not furnish copies of any such correspondence, documents reports and records to any party other than the Employer or the Plan Administrator, or their respective designees, or third parties retained by the Trust Administrator to perform services under this Agreement without the Employer's consent. Notwithstanding the preceding provisions of this paragraph, the Trust Administrator is authorized to retain copies of any correspondence, documents, reports, and records to the extent needed to comply with applicable law, including but not limited to federal securities laws.

15. **Trust Administrator's Disclosure Statement.** The Trust Administrator warrants that it has delivered to the Employer, at least 48 hours prior to the execution of this Agreement, the Trust Administrator's current Securities and Exchange Commission Form ADV, Part II, including, without limitation, Schedule H thereto (disclosure statement). The Employer acknowledges receipt of such disclosure statement at least 48 hours prior to the execution of this Agreement.
16. **Amendment.** This Agreement shall not be changed, modified, terminated or discharged in whole or in part, except by an instrument in writing signed by both parties hereto, or their respective successors or assigns.
17. **Successors and Assigns.** The provisions of this Agreement are binding on the Trust Administrator and its respective successors and assigns, provided, however, that the rights and obligations of the Trust Administrator may not be assigned without the Employer's consent.
18. **Designees.** In accordance with Section 1.18 of the Trust Agreement, the Employer will certify to the Trust Administrator in writing the persons or entity with the plenary authority pursuant to applicable state law over the investment and management of the Employer's Plans or its designee ("Plan Administrator"). The Plan Administrator has the authority to act on behalf of, and to exercise any of the rights of, the Employer under this Agreement. In accordance with Section 6.1(l) of the Trust Agreement, the Trust Administrator may designate and engage the services of such agents, representatives, advisors, counsel, accountants and other third parties, including affiliates of the Trust Administrator, and delegate its authority to perform specified services under this Agreement to such third parties. Any such designee shall have the authority to perform the services delegated to it by the Trust Administrator. Any officer of the Trust Administrator has the authority to exercise any of the rights of the Trust Administrator under this Agreement.
19. **Notice.** Written notices required under this Agreement will be sent by regular mail, certified mail, overnight delivery or courier, and will be deemed given when received at the parties' respective addresses shown below. Either party must notify the other party in writing of a change in address.

Employer's Address:

City of San Fernando
117 Macneil Street
San Fernando, CA 91340
Attn: City Manager

Trust Administrator's Address:

Shuster Advisory Group, LLC
225 S. Lake Ave, #600
Pasadena, CA 91101
Attn: Mark Shuster, Managing Member

20. **Arbitration.** The Employer understands and agrees that, to the extent permitted by law, all claims and disputes arising out of transactions or activities in connection with the Account, or construction, performance, or breach of this Agreement, will be determined by arbitrators sitting in Los Angeles, California, in accordance with the current rules then in effect of the American Arbitration Association. The arbitrators may allocate attorneys' fees and arbitration costs between parties. In this regard, the Employer understands that: (1) Arbitration is final and binding on the parties; (2) the parties are waiving their right to seek a judicial determination in court, including the right to jury trial; (3) pre-arbitration discovery is generally more limited than and different from court proceedings; (4) the arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or seek modification of rulings by the arbitrators is strictly limited; (5) the panel of arbitrators will typically include a minority of arbitrators who are in the securities industry; and (6) arbitration will be conducted according to the securities arbitration rules then in effect of the American Arbitration Association.
21. **Applicable Law.** This Agreement will be construed, enforced and administered according to the laws of the state of California, without regard to its conflicts of law principles. In the event that either party institutes legal proceedings against the other, venue will lie in any court of competent jurisdiction in the state of California.
22. **Entire Agreement.** This Agreement, including exhibits and any other documents referenced herein, constitutes the entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements, and understandings, whether written or oral, with respect thereto.
23. **Severability.** If any provision of this Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of the Agreement will continue in full force and effect.
24. **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed will be deemed to be a complete original and all of which together will constitute one and the same Agreement.

EXHIBIT "C"
RES. NO. 8229

CONTRACT NO. 2149

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers on the date set forth in the first paragraph of this Agreement.

TRUST ADMINISTRATOR
Shuster Advisory Group, LLC

By: _____

Its: _____

EMPLOYER
CITY OF SAN FERNANDO

By: _____

Its: _____

*This Page
Intentionally
Left Blank*

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Kenneth Jones, Management Analyst

Date: May 1, 2023

Subject: Consideration to Approve the Updated Sanitary Sewer Management Plan and Authorization to Submit the Updated Sanitary Sewer Management Plan to the State Water Resources Control Board

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve the updated Sanitary Sewer Management Plan (SSMP) for the City of San Fernando;
- b. Authorize staff to submit the updated Sanitary Sewer Management Plan to the State Water Resources Control Board (SWRCB) via the California Integrated Water Quality System (CIWQS) Online SSO Database; and
- c. Authorize staff to replace the existing version of the Sanitary Sewer Management Plan with the updated Sanitary Sewer Management Plan on the City's website.

BACKGROUND:

1. On December 28, 2020, SA Associates (SA) provided a proposal for an amount not to exceed \$25,000 to update the City's SSMP under their existing On-Call Engineering Services Contract No. 1899(f), which was awarded through a formal Request for Proposal (RFP) process in 2018.
2. Staff had SA proceed with work on several other water-related planning efforts prior to starting the SSMP update, including the Urban Water Master Plan, the Water Shortage Contingency Plan, the water system's Emergency Response Plan, and the Risk and Resiliency Assessment required by the United States Environmental Protection Agency (US EPA).
3. SA began work on the SSMP in calendar year 2022.

Consideration to Approve the Updated Sanitary Sewer Management Plan and Authorization to Submit the Updated Sanitary Sewer Management Plan to the State Water Resources Control Board

Page 2 of 4

ANALYSIS:

The SSMP is a comprehensive document containing procedures for operation, maintenance, design, and emergency response for the City's sewer system. It provides a written framework for the management, operation, and maintenance programs executed by the City, with the ultimate goal of maintaining the level of service of the sewer collection system while minimizing sanitary sewer overflows (SSO). The State Water Resources Control Board (SWRCB) has issued statewide waste discharge requirements (WDR) for sewer systems, which include requirements for development of an SSMP and update of the SSMP every five years.

On May 2, 2006, the State Water Resources Control Board issued Order No. 2006-003-DWQ: Statewide General WDR for Wastewater Collection Agencies. On July 30, 2013, a Revised Order was promulgated and became effective on September 9, 2013, (the Revised Order is known as Attachment ("A"), SWRCB Order No. WQO 2013-0058-EXEC) amending the Monitoring and Reporting Program for Statewide General Waste Discharge Requirements for Sanitary Sewer Systems (together these documents constitute the "SSS WDR"). This Revised Order requires all California public agencies operating a sanitary sewer system greater than one mile in length to develop and implement an SSMP and update the SSMP every five years. The SSMP creates a plan of action known to reduce sanitary sewer overflows and maintain a reliable system. The objective of the SSMP is to facilitate proper sewer system management, operation, and maintenance to sustain the infrastructure, protect public health, protect the environment, and achieve compliance with all regulations.

This 2022-2023 Fiscal Year SSMP is in written compliance with the State Water Resources Control Board (SWRCB) Order No. 2006-003-DWQ requirements of the Sanitary Sewer System Waste Discharge Requirements (SSS WDRs) and it documents the City's system specific plans and programs to operate, maintain, and manage its wastewater collection system. The goals of the SSMP include:

- Minimizing the frequency and impact of sanitary sewer overflows (SSOs);
- Effectively and efficiently mitigating the impacts of SSOs should they occur;
- Providing adequate sewer capacity to convey peak flows;
- Maintaining and improving the condition of the collection system infrastructure to provide continual reliable service; and
- Engaging and educating the public regarding programs and issues related to the wastewater collection system.

SA audited the entire SSMP was audited for accuracy. The audit findings lead to the following sections being updated adding required language and additional items were included to bring the documents into compliance with SWRCB including:

Consideration to Approve the Updated Sanitary Sewer Management Plan and Authorization to Submit the Updated Sanitary Sewer Management Plan to the State Water Resources Control Board

Page 3 of 4

- Section 3 – Organization:
 - Organizational Chart was updated.
 - Position Description was updated.
 - Chain of Communication was created, modified and added.
- Section 5 - Operations and Maintenance Program
 - Sewer System Mapping was confirmed and reviewed with City staff.
 - Procedures for Sewer Cleaning crews were updated for the three steps including:
 - 1) Prior to leaving the City Yard;
 - 2) At the jobsite; and
 - 3) At the end of the day.
- Section 7 - Overflow Emergency Response Plan
 - Overview of the Overflow Emergency Response Plan requirements and overview was edited and updated.
 - Within the “discussion section” of the Overflow Emergency Response Plan, training was added.
 - Response actions on the size of SSO was updated.
 - SSO response procedures were updated to include current City contractors to assist with any SSO.
 - Additional emergency response actions and Contractors were reviewed and updated.
 - Training section was added with recommendations.
- Section 8 - Fats, Oils, and Grease Control Program
 - Overview and discussion sections of the Fats, Oils, and Grease (FOG) Control Program were updated.
 - The CalFOG website was incorporated.
 - The requirements to install grease removal devices (GRD) was updated.
 - Elements of the FOG Control Program were added.
 - Public Education Outreach Program was added.
 - The SSO “hot spot locations” were updated based on the last 5 years of SSO reporting.
- Section - 11 SSMP Program Audits
 - Overview and discussion sections of the SSMP Program Audits was updated.
 - New Performance Indicators were added.
- Section 12 – Communications Program
 - Overview and discussion sections of the Communications Program was updated.
 - The Enrollee (City of San Fernando’s) official website was added.
 - Public Meetings section was added.
 - Other Section was added to educate and inform the public regarding impacts to the City’s sewer system.

Consideration to Approve the Updated Sanitary Sewer Management Plan and Authorization to Submit the Updated Sanitary Sewer Management Plan to the State Water Resources Control Board

Page 4 of 4

The updated SSMP is available on the City's website at SFCITY.ORG/Public-Works/#SSMP and at the Public Works Department counter.

BUDGET IMPACT:

The total cost to update the SSMP was \$25,000. The funds were initially allocated within the Fiscal Year 2021-2022 approved budget (Fund 072). The remaining balance to complete the SSMP was carried over into this current fiscal year's budget. Therefore, there is no budget impact for completing this plan update.

CONCLUSION:

The update has been prepared in compliance with SWRCB requirements. Staff recommends:

1. The City Council approve the updated Sanitary Sewer Management Plan for the City of San Fernando;
2. Authorize City staff to submit updated Sanitary Sewer Management Plan to SWRCB via the California Integrated Water Quality System (CIWQS) Online SSO Database; and
3. Authorize City staff to replace the existing version of the Sanitary Sewer Management Plan with the updated Sanitary Sewer Management Plan on the City's website.

ATTACHMENT:

- A. [Updated Sewer System Management Plan](#) (provided digitally through web link; hardcopy available at the Public Works counter)

City of San Fernando Sewer System Management Plan



(Final Report)

City of San Fernando
117 Macneil Street
San Fernando, CA 91340



*City of San Fernando
SSMP Final Report*

ACKNOWLEDGEMENT

This Sewer System Management Plan (SSMP) has been drafted and assembled using material and information gathered from the City of San Fernando Public Works Department. SA Associates would like to extend their deepest gratitude to the Public Works Director, Mr. Matt Baumgardner and the entire Public Works staff.



Table of Contents

Acknowledgement	i
Executive Summary.....	vi
Acronyms	viii
Change Log	ix
Certification and Recertification	x
1 Introduction.....	1
1.1 Regulatory Requirements.....	1
1.1.1 Additional Regulatory Considerations	1
1.2 Service Area and Sewer System.....	3
2 Goals	4
2.1 Requirements.....	4
2.2 Overview	4
2.3 Sewer System Goals.....	4
2.4 Monitoring and Reporting Plan Requirements	4
3 Organization	5
3.1 Requirements.....	5
3.2 Overview	5
3.3 Sewer System Overview	5
3.3.1 Sewer System Organization	5
3.3.2 Chain of Communication and SSMP Element Implementation.....	8
3.4 Legally Responsible Official	8
4 Legal Authority.....	10
4.1 Requirements.....	10
4.2 Overview	10
4.3 Discussion of Legal Authority	10
4.4 legal Authority and Existing City Codes.....	11
4.4.1 Enforcement	11
4.4.1.1 Recommendation.....	12
4.5 Prevention of Illicit Discharges	13
4.5.2 Industrial Discharges	14
4.5.3 Proper Connections and Construction	16
4.5.4 Accessibility for Maintenance, Inspection, and Repair	17
4.5.5 Limit Fats, Oils, and Grease Discharge.....	17
5 Operations and Maintenance Program	18
5.1. Requirements.....	18
5.2 Overview	18
5.3 Sewer System Mapping	18
5.4 Operations and Maintenance Program.....	19



City of San Fernando
SSMP Final Report

5.4.1 Summary of Maintenance	19
5.4.2 Wastewater Map.....	19
5.4.3 Wastewater Operations Crew	19
5.4.4 Mechanical Cleaning	19
5.4.5 Root Treatment.....	21
5.4.6 Maintenance Hole Treatment Program	21
5.4.7 Closed Circuit television Inspections.....	21
5.4.8 Response to Customer Notification.....	21
5.5 Wastewater Collection System Inspection and Condition Assessment Program	21
5.6 Capital Improvement Program	22
5.7 Employee Training Program.....	22
5.8 Equipment and Replacement Inventories.....	22
6 Design and Performance Provisions.....	23
6.1 Requirements.....	23
6.2 Overview	23
6.3 Discussion on Design and Performance Provisions	23
6.3.1 Design and Construction Standards	23
6.3.2 Procedures and Standards for Inspection and testing.....	23
7 Overflow Emergency Response Plan	24
7.1 Requirements.....	24
7.2 Overview	24
7.3 Discussion of Overflow Emergency Plan.....	24
7.4 Overflow Emergency Response Plan Elements	25
7.4.1 Notification.....	26
7.4.2 Response Actions	26
7.4.3 Reporting.....	29
7.4.4 Training	30
8 Fats, Oils, and Grease Control Program.....	31
8.1 Requirements.....	31
8.2 Overview	31
8.3 Discussion of FOG Control Program	31
8.4 Regulatory Requirements for FOG Control Program.....	32
8.5 Elements of Fog Control Program.....	35
8.5.1 Public Education Outreach Program.....	35
8.5.2 Disposal of FOG	36
8.5.3 Legal Authority to Prohibit Discharge.....	36
8.5.4 Requirements for Installation of Pretreatment Devices	36
8.5.5 Inspection and Enforcement Authority	36



City of San Fernando
SSMP Final Report

8.5.6 Collection System Maintenance.....	36
8.5.7 Source Control Measures	37
9 System Evaluation and Capacity Assurance Plan.....	38
9.1 Requirements.....	38
9.2 Overview	38
9.3 Discussion on System Evaluations and Capacity Assurance Plan	38
10 Monitoring, Measurement, and Program Modification.....	40
10.1 Requirements.....	40
10.2 Overview	40
10.3 Discussion of Monitoring, Measurement, and Program Modification.....	40
10.3.1 Data Maintenance Activities.....	41
10.3.2 Monitoring Activities.....	41
10.3.3 Assessment of Preventative Maintenance Program.....	41
10.3.4 Program Updates.....	41
10.3.5 Identify and Illustrate SSO Trends	41
11 SSMP Program Audits	42
11.1 Requirements.....	42
11.2 Overview	42
11.3 Discussion of SSMP Program Audits	42
11.4 Discussion of Audit Reports	42
11.5 Performance Indicators	43
12 Communication Program	44
12.1 Requirements.....	44
12.2 Overview	44
12.3 Discussion of Communication Program.....	44
12.4 Public Communication	44
12.4.1 Enrollee Official Website.....	45
12.4.2 Enrollee FOG Control Program.....	45
12.4.3 Overflow Emergency Response Plan	45
12.4.4 Public Meetings	45
12.4.5 Other	46

Table of Contents (Tables)

Table ES-1 SSS WDR Element and Section Location	vii
Table CL-1 Change Log	ix
Table 3-1 Position Description	7
Table 3-2 Chain of Communication and SSMP Element Implementation...	8
Table 7-1 SSO Response Procedures.....	28



***City of San Fernando
SSMP Final Report***

Table 7-2 Additional Emergency Response Actions and Contractors	29
Table 8-1 Hot Spot Locations	37

Table of Contents (Exhibits)

Exhibit 3-1 Organization Chart.....	6
-------------------------------------	---



Executive Summary

This specific Sewer System Management Plan (SSMP) has been prepared and drafted pursuant to the requirements of the State Water Resources Control Board (SWRCB) Order Number 2006-0003-DWQ. It includes the various plans and programs that comprise a comprehensive SSMP. The completion dates for each mandatory element are determined according to the size of population served by the federal and state agencies, municipalities, counties, districts, and other public entities that own or operate a wastewater collection system. Based on an estimated population of approximately 24,500 people, the City of San Fernando (City) must comply with the schedule provided for agencies that serve a population greater than 10,000.

On May 2, 2006, the SWRCB adopted Order Number 2006-0003-DWQ, the Sanitary Sewer System Waste Discharge Requirements (SSS WDRs), which requires all federal and state agencies, municipalities, counties, districts, and other public entities that own or operate a wastewater collection system greater than one mile in length to develop and implement a system specific SSMP. An SSMP must document how an agency manages its wastewater collection system. Each agency must present the SSMP to its governing body at a public meeting prior to certifying the document. The City is scheduled to adopt its SSMP at the City Council meeting on **May 1, 2023**.

This SSMP is in compliance with the requirements of the SSS WDRs, documents the City's system specific plans and programs to operate, maintain, and manage its wastewater collection system. Goals of the SSMP include:

- Minimizing the frequency and impact of sanitary sewer overflows (SSOs),
- Effectively and efficiently mitigating the impacts of SSOs should they occur,
- Providing adequate sewer capacity to convey peak flows,
- Maintaining and improving the condition of the collection system infrastructure to provide continual reliable service, and
- Engaging and educating the public regarding programs and issues related to the wastewater collection system.

On the following page, **Table ES-1** includes a summary of the mandatory components required by the SSS WDRs and included in the City's SSMP. Each SSMP Element shown in the **Table ES-1** is described in detail in the corresponding chapter.



Table ES-1 SSS WDR Element and Section Location

SSS WDR Element	Element Description	Section
1	Goals	2
2	Organization	3
3	Legal Authority	4
4	Operations and Maintenance Program	5
5	Design and Performance Provision	6
6	Overflow Emergency Response Plan	7
7	FOG Control Program	8
8	System Evaluation and Capacity Assurance Plan	9
9	Monitoring, Measurement, and Program Modifications	10
10	SSMP Program Audits	11
11	Communication Program	12



Acronyms

AIMS	Activity Information Management System
BMP	Best management practice
Cal OES	California Governor's Office of Emergency Services Operations
CWEA	California Water Environment Association
CIP	Capital Improvement Program
COD	Chemical oxygen demand
CCTV	Closed Circuit Television
FOG	Fats, oils, and grease
FSE	Food Service Establishment
GIS	Geographical Information System
GRD	Grease removal devices
I/I	Inflow and infiltration
LACDPW	Los Angeles County Department of Public Works
M	Million
MRP	Monitoring and Reporting Program
O&M	Operations and Maintenance
OERP	Overflow Emergency Response Plan
PPE	Personal protective equipment
PM	Preventative Maintenance
RWQCB	Regional Water Quality Control Board
SSO	Sanitary sewer overflow
SSS WDR	Sanitary Sewer System Waste Discharge Requirement
SSMP	Sewer System Management Plan
SWRCB	State Water Resources Control Board
LRO	Legally Responsible Official
EPA	U.S. Environmental Protection Agency
VCP	Vitrified clay pipe
WDR	Wastewater Discharge Requirements



Change Log

State Water Resources Control Board (SWRCB) Order Number 2006-0003-DWQ, Statewide General Waste Discharge Requirements for Sanitary Sewer Systems (SSS WDR), the City, hereinafter referred to as “Enrollee”, must update the SSMP every five (5) years, must self-audit every two (2) years, and must include any significant program changes.

The frequency of self-audits and updates is dependent on the SSMP’s original adoption date. For example, if the SSMP was adopted on January 1st, 2022, then the SSMP must be self-audited no later than January 1st, 2024, and must be updated no later than January 1st, 2027.

Failure to comply is subject to enforcement actions ranging from informal to formal actions that could require the Enrollee to simply provide the missed information all the way to formal hearings to impose administrative civil liability penalties for failure to comply with the SSS WDR, including the audit requirements.

A Change Log has been provided for the Enrollee to record audits and/or updates to the SSMP.

Table CL-1 Change Log

Description and/or Reason for Change	Name/Title Responsible for Change	Date



Certification and Recertification

The Enrollee shall certify that the SSMP and subparts thereof, are in compliance with the general Wastewater Discharge Requirements (WDR) within the allotted time frame. In order to complete certification, the Enrollee's authorized representative must complete the certification portion in the Online Sanitary Sewer Overflow (SSO) Database Questionnaire by checking the appropriate milestone box, printing and signing the automated form, and sending the form to:

State Water Resources Control Board

Division of Water Quality

Attn: SSO Program Manager

P.O. Box 100 Sacramento, CA 95812

Recertification must take place every five (5) years, or if any significant program change is to be made. The Enrollee defines what is to be considered as a "significant" program change. For certification and recertification, the Enrollee's governing board must approve and adopt the SSMP.



1 Introduction

This SSMP has been developed to facilitate proper funding and management of the Enrollee's sanitary sewer system. In order to be effective, the SSMP includes provisions to provide efficient and proper management, operation, and maintenance of sanitary sewer systems; while also considering risk-management and cost-benefit analysis. Additionally, the SSMP contains a spill response plan which establishes standard procedures for an immediate response to an SSO in order to minimize water quality impacts, environmental impacts, and other potentially harmful conditions.

1.1 Regulatory Requirements

As of May 2nd, 2006, SWRCB Order No. 2006-0003 has served as general WDRs for sanitary sewer systems. On July 30th, 2013, Attachment A to the Order was promulgated and became effective on September 9th, 2013 and is known as Attachment A, SWRCB Order No. WQO 2013-0058-EXEC. This amended the Monitoring and Reporting Program (MRP) for SSS WDRs. Together, these documents constitute the SSS WDR.

All federal and state agencies, municipalities, counties, districts, and other public entities that own or operate sanitary sewer systems greater than one (1) mile in length that collect and/or convey untreated or partially treated wastewater to a publicly owned treatment facility in the State of California are required to comply with the terms of this Order. Such entities are hereinafter referred to as "Enrollees".

Enrollees are required to develop a SSMP. They must self-audit their SSMP at least every two (2) years and updated every five (5) years of its original adoption date. The Enrollee's governing board must approve and adopt SSMP and all further updates which are done.

Audit reports prepared are not specifically required to be presented to the governing board for review and approval unless the Enrollee deems the audit to contain a significant change to the SSMP program.

The SSMP, all document references, and adopted documents must be available on the Enrollee's website. It must also be submitted to SWRCB for adoption or recertification. Enrollees do not send their SSMP to the State or Regional Water Boards for review or approval, but must make it publicly available, and upload an electronic copy to the SSO database or provide a link to the Enrollees' website where the SSMP is posted.

Failure to comply with the actions stated here and within the Order(s) may be subject to enforcement actions.

1.1.1 Additional Regulatory Considerations

Additional regulatory considerations can be found in SWRCB Order No. 2006-0003-DWQ. The Enrollee may be subject to additional laws, acts, codes, and/or other regulatory considerations enacted by a legislative, governmental, and/or other authoritative organization which was not mentioned, discussed, and/or summarized herein this section and/or the SSMP as a whole. Therefore, the Enrollee should be familiarized with and have full-understanding of all laws, codes, and/or other regulatory considerations which may apply.

The following consists of summaries and/or the direct phrasing of "REGULATORY



CONSIDERATIONS" found in SWRCB Order No. 2006-0003-DWQ.

"The Federal Clean Water Act largely prohibits any discharge of pollutants from a point source to waters of the United States except as authorized under an NPDES permit. In general, any point source discharge of sewage effluent to waters of the United States must comply with technology-based, secondary treatment standards, at a minimum, and any more stringent requirements necessary to meet applicable water quality standards and other requirements. Hence, the unpermitted discharge of wastewater from a sanitary sewer system to waters of the United States is illegal under the Clean Water Act. In addition, many Basin Plans adopted by the Regional Water Boards contain discharge prohibitions that apply to the discharge of untreated or partially treated wastewater. Finally, the California Water Code generally prohibits the discharge of waste to land prior to the filing of any required report of waste discharge and the subsequent issuance of either WDRs or a waiver of WDRs.

California Water Code section 13263 requires a water board to, after any necessary hearing, prescribe requirements as to the nature of any proposed discharge, existing discharge, or material change in an existing discharge. The requirements shall, among other things, take into consideration the need to prevent nuisance.

California Water Code section 13050, subdivision (m), defines nuisance as anything which meets all of the following requirements:

- a) Is injurious to health, or is indecent or offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property.
- b) Affects at the same time an entire community or neighborhood, or any considerable number of persons, although the extent of the annoyance or damage inflicted upon individuals may be unequal.
- c) Occurs during, or as a result of, the treatment or disposal of wastes.

This Order [SWRCB Order No. 2006-0003] is consistent with State Water Board Resolution No. 68-16 (Statement of Policy with Respect to Maintaining High Quality of Waters in California) in that the Order imposes conditions to prevent impacts to water quality, does not allow the degradation of water quality, will not unreasonably affect beneficial uses of water, and will not result in water quality less than prescribed in State Water Board or Regional Water Board plans and policies.

The action to adopt this General Order [SWRCB Order No. 2006-0003] is exempt from the California Environmental Quality Act (Public Resources Code §21000 et seq.) because it is an action taken by a regulatory agency to assure the protection of the environment and the regulatory process involves procedures for protection of the environment. (Cal. Code Regs., tit. 14, §15308). In addition, the action to adopt this Order is exempt from CEQA pursuant to Cal.Code Regs., title 14, §15301 to the extent that it applies to existing sanitary sewer collection systems



that constitute “existing facilities” as that term is used in Section 15301, and §15302, to the extent that it results in the repair or replacement of existing systems involving negligible or no expansion of capacity.

The Fact Sheet, which is incorporated by reference in the Order [SWRCB Order No. 2006-0003], contains supplemental information that was also considered in establishing these requirements.

The Enrollee must comply with all conditions of SWRCB Order No. 2006-0003. Any noncompliance with this Order constitutes a violation of the California Water Code and is grounds for enforcement action.”

1.2 Service Area and Sewer System

The Enrollee is located within Los Angeles County, and bordered by City of Sylmar to the north, City of Lake View Terrace to the east, City of Pacoima to the south, and City of Mission Hills to the west. It is served by Interstate 5, Interstate 210, State Route 118, and Interstate 405. The Enrollee encompasses approximately 2.37 square miles and serves approximately 24,535 customers. Their customer base is comprised of residential and commercial users.

The Enrollee’s wastewater collection system is under the jurisdiction of the Los Angeles Regional Water Quality Control Board, SWRCB, and the U.S. Environmental Protection Agency (EPA).

The Enrollee maintains 215,915 linear feet of a contiguous gravity sewer system. 97-percent of the system is vitrified clay pipe (VCP) which has an extremely long service life. Main size varies from four (4) to 24-inches. 78-percent of the system is made up of eight (8)-inch pipe. The oldest sections in the system were built in the 1920s and the newest sections were built in the 1950s. In total, the system has 834 maintenance holes.

The Enrollee is not responsible for the main line lateral connection. If there is an issue involving the lateral connection, the customer is responsible for it.



2 Goals

2.1 Requirements

D.13.(i) **Goals:** The goal of the SSMP is to provide a plan and schedule to properly manage, operate, and maintain all parts of the sanitary sewer system. This will help reduce and prevent SSOs, as well as mitigate any SSOs that do occur.

2.2 Overview

This section will discuss the Enrollee's goals for their sanitary sewer system. The Enrollee has developed realistic, attainable, and effective goals which are unique to the infrastructure and performance of their sewer system. Their goals show commitment to all aspects of their sewer system, and provide focus for staff to better work practices and/or management.

2.3 Sewer System Goals

The Enrollee's goals showcase their aspirations to enhance overall performance, and protection of public health, waters of the state, and the environment from the hazards of SSOs. The following goals describe the guiding policies of the Enrollee at a very high level and are realistic, attainable, and effective.

The goals of the Enrollee are:

- Continue the use of sewer overflow monitoring devices at key locations to provide advanced warning to all key members of the sewer maintenance team.
- Increase funding allotted for training sewer maintenance staff to ensure they are properly trained and certified by the California Water Environment Association (CWEA) for collection operations.
- Hire a consultant to provide wastewater engineering services including sewer system condition assessment, strategic planning assistance, and update the Sewer Master Plan 2014.
- Budget funds on an annual basis to run a cyclical CCTV program for the sewer system.
- Development of a Geographical Information System (GIS) which tracks and records all maintenance activity
- Ensure staff are continually prepared to respond to SSOs, properly manage SSOs, and prevent SSOs from occurring.

2.4 Monitoring and Reporting Plan Requirements

To ensure goals remain relevant, the Enrollee will reevaluate their goals during self-audits. The Enrollee may be required to explain their reasoning for changes made. It is recommended that the Enrollee records the reasoning for the change, date, person making the change, and any other relevant data in the event an explanation is needed. If a change is deemed "significant", the SSMP may need to be recertified.



3 Organization

3.1 Requirements

D.13.(ii) **Organization:** The SSMP must identify:

- (a) The name of the responsible or authorized representative as described in Section J of this Order (SSS WDR).
- (b) The names and telephone numbers for management, administrative, and maintenance positions responsible for implementing specific measures in the SSMP program. The SSMP must identify lines of authority through an organization chart or similar document with a narrative explanation; and
- (c) The chain of communication for reporting SSOs, from receipt of a complaint or other information, including the person responsible for reporting SSOs to the State and Regional Water Board and other agencies if applicable (such as County Health Officer, County Environmental Health Agency, Regional Water Board, and/or State Office of Emergency Services (Cal OES)).

3.2 Overview

This section will identify the Enrollee's organization and communication structures for implementing SSMP elements, responding to SSOs, and properly reporting SSOs. Exhibits and tables are provided to better illustrate the structure. As required, the names and telephone numbers of positions responsible for implementing specific measures of the SSMP program are shown herein. Additionally, the name of the Legally Responsible Official (LRO) will be given.

3.3 Sewer System Overview

3.3.1 Sewer System Organization

Shown below, **Exhibit 3-1** illustrates how the sewer system hierarchy is organized. **Table 3-1** provides a brief description and general duties of the positions shown in **Exhibit 3-1**.

Any agency or contractor that implements a SSMP element, or any agency or contractor with a long-term contract, may be included in **Exhibit 3-1**. Services may include regional fats, oils, and grease (FOG) control, sewer cleaning, root control, CCTV assistance, and etc.



Exhibit 3-1 Organizational Chart

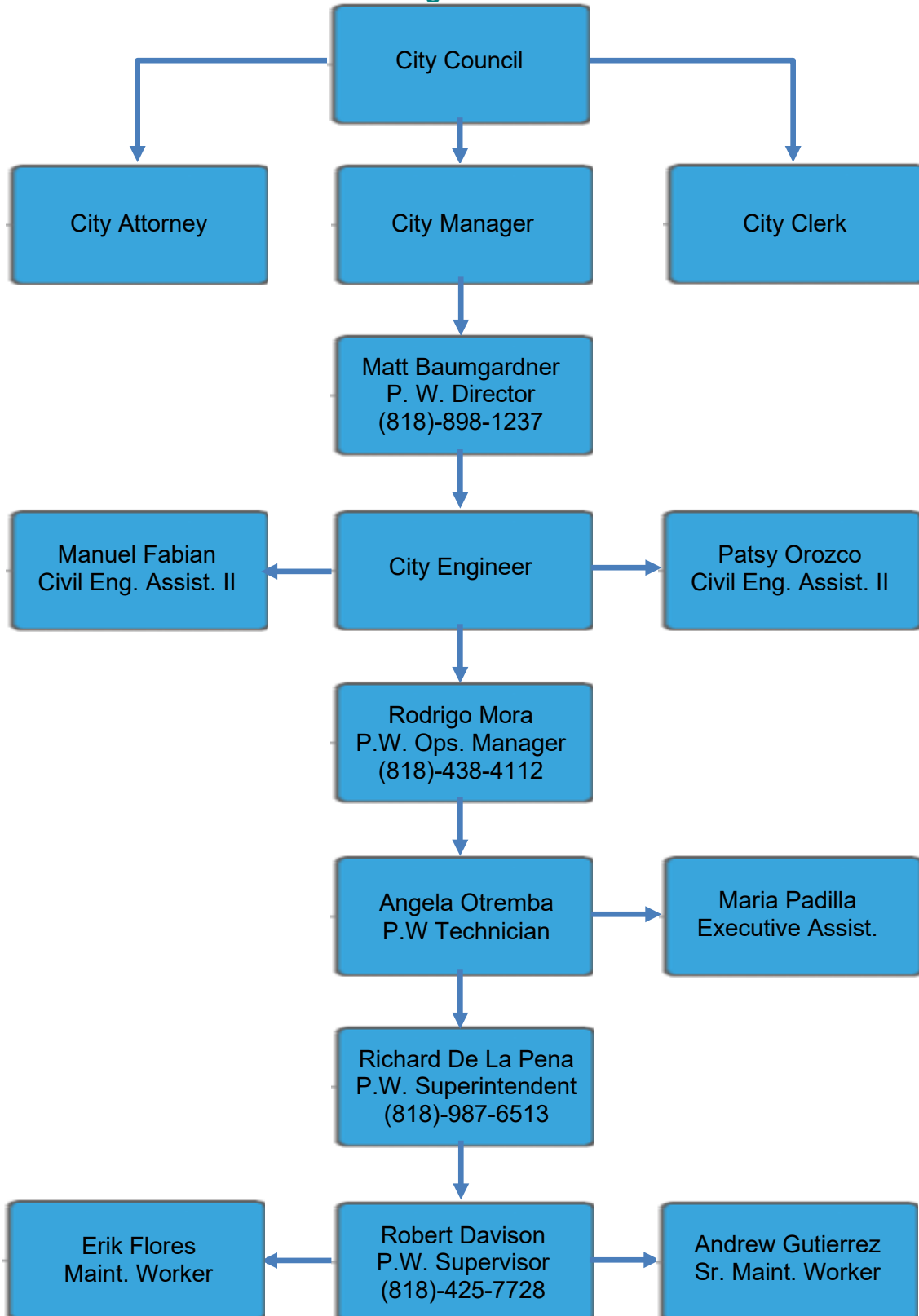




Table 3-1 Position Description

Title	Description
City Council	Establishes policies, reviews and accepts formal plans, sets overall City direction, authorizes funds for projects/plans/programs, general overview of upper management (Mayor, City Manager, and City Attorney), conducts public meetings and hearings, approves SSMP.
City Attorney	The City's attorney develops and approves legal documents, provides legal advice, conducts litigation, and attends public meetings.
City Manager	Responsible for the day-to-day management and operation of the City under the direction of the City Council. Specifically, the City Manager establishes procedures, plans strategy, leads staff, allocates resources defined in the City budget, delegate responsibility, authorizes outside contractor to perform services, and serves as overall public information officer.
Public Works Director	Responsible for the management and operation of the Public Works Department, including the operation and management of the sanitary sewer system. Reports to the City Manager. <u>Typically is the LRO for the City</u>
City Engineer	Responsible for the development and implementation of city design and construction standards. Quite often responsible for 3rd party plan check as well as construction and building inspection. Provides engineering drawings, plans, and specifications for projects within the city. Also is responsible for developing or overseeing engineering studies such as hydraulic modeling, master planning, and CIP program development.
Public Works Superintendent	Responsible for the operation and maintenance activities of the sanitary sewer system, including direct System staff and supervision and scheduling of all maintenance crews, and regularly scheduling maintenance activities.
Public Works Field Supervisor II	Coordinates field operations and prepares and implement overflow emergency response plan, leads emergency response, investigates and reports SSOs and trains maintenance workers and field crews.
Public Works Sr. Maintenance Workers	Staff preventative maintenance activities, report condition of City assets, mobilize and respond to notification of stoppages and SSOs, and mobilize sewer-cleaning equipment and by pass pumping equipment.
Public Works Admin. Coord. / Office Specialist	Responsible for initiating records within the agencies tracking system for SSOs and other related events.



3.3.2 Chain of Communication and SSMP Element Implementation

The Public Works Department is responsible for the management and maintenance of the sanitary sewer system. Table 3-2 contains executive and management personnel responsible implementing elements of the SSMP, respond to SSOs, and reporting SSOs. Table 3-2 is to be considered as the Enrollee's chain of communication for responding and/or reporting SSOs.

Table 3-2 Chain of Communication and SSMP Element Implementation

Title/Name/Contact Number	Responsibility	Reports to
Public Works Director Matt Baumgardner (818)-898-1237	Legally Responsible Officer for SSO WDR Electronic Reporting, Ensures implementation for the SSMP Program Reports to the State Board.	City Manager
Civil Eng. Assist. II Manuel Fabian - and - Civil Eng. Assist. II Patsy Orozco	Participate in Post SSO Debriefings, respond to SSOs as needed, ensure proper traffic control measures are implemented, and document areas for future engineering review and analysis.	Public Works Director
Public Works Superintendent Richard De La Pena (818)-987-6513	Oversees Public Works Sewer Operations and Maintenance Staff	Public Works Director
Public Works Supervisor Robert Davidson (818)-425-7728	Responsible for the maintenance and operation of the sewer collection system, First Responder for SSOs. Collects Data for reporting. Reports incident to applicable agencies in the event that SSO warrants immediate notification.	Public Works Superintendent

3.4 Legally Responsible Official

Section J of the SSS WDR outlines the requirements for the responsible authorized representative, also known as the LRO.

The LRO is responsible for certifying data entered into the California Integrated Water Quality System (CIWQS) Online SSO Database. If the LRO requires assistance, they may authorize a Data Submitter (DS). A DS may only be authorized by the LRO and must be registered with the State Water Board. A DS may only assist with data entry, they cannot



***City of San Fernando
SSMP Final Report***

certify data. Only the LRO may certify the data entered into CIWQS Online SSO Database.

At this time, the Enrollee's LRO is Matt Baumgardner, Public Works Director.

In order to maintain continuous coverage, the Enrollee may and should have more than one LRO. Any change of a registered LRO or DS (e.g., retired staff), including deactivation or a change to the LRO's or DS's contact information, shall be submitted by the Enrollee to the State Water Board within 30 days of the change by calling (866)-792-4977 or e-mailing help@ciwqs.waterboards.ca.gov.



4 Legal Authority

4.1 Requirements

- D.13.(iii) Legal Authority:** Each Enrollee must demonstrate, through sanitary sewer system use ordinances, service agreements, or other legally binding procedures, that it possesses the necessary legal authority to:
- (a) Prevent illicit discharges into its sanitary sewer system (examples may include infiltration and inflow (I/I), storm water, chemical dumping, unauthorized debris and cut roots, etc...);
 - (b) Require that sewers and connections be properly designed and constructed;
 - (c) Ensure access for maintenance, inspection, or repairs for portions of the lateral owned or maintained by the Public Agency;
 - (d) Limit the discharge of fats, oils, and grease and other debris that may cause blockages, and
 - (e) Enforce any violation of its sewer ordinances.

4.2 Overview

This section is intended to identify and describe the necessary legal authority that the Enrollee must have in order to enforce elements of the SSMP. The Enrollee is granted powers in relation to the services provided through legal authority outlined in statutes. The Enrollee implements these granted powers through sewer use ordinances, service agreements, or other legally binding procedures or mechanisms. The Enrollee may use regulatory mechanisms including, but not limited to, Ordinances, Codes and Resolutions, State and Federal Laws, Licensing and Permitting Processes, Memorandum of Agreements, Contractual Agreements, Service Agreements, Discharge permits, as well as other programmatic and legally binding procedures and mechanisms. These regulatory mechanisms can include the proper authority and power to require wastewater collection system users to comply with applicable design, construction, use, and maintenance standards and regulations. The Enrollee can use its applicable legal authority to require system users and customers to meet performance standards, maintain user-owned assets such as laterals, and pay penalties for non-compliance with City regulations.

4.3 Discussion of Legal Authority

In order to lower the frequency of or eliminate SSOs, the Enrollee should have comprehensive policies and procedures for their sanitary sewer system. These should address permitting, design, construction, inspection, monitoring, enforcement, etc. The Enrollee must ensure, when implemented, all existing codes, policies, procedures, etc. meet all applicable state and federal requirements.

The Enrollee can include codes, policies, and procedures so that it has the legal authority to enforce violations of its ordinances and ultimately disconnect users for egregious non-compliance. The Enrollee can use codes or policies to outline the processes and penalties for violations of the Enrollee's regulations and agreements, such as fines, and even civil and criminal penalties in cases of deliberate and significant violations of ordinances and codes that may result in substantial impacts to receiving waters, endangerment of human



City of San Fernando SSMP Final Report

health, or interference or disruption with the downstream WWTP. Illicit discharges can be defined and subject to corrective response actions, using any existing laws or ordinances that prohibit a certain type of discharge, regardless of the user class (for example, domestic, commercial or industrial classes). Existing enforceable regulations prohibiting downspout, roof drain, area drain, and storm water connections to their sanitary sewer systems can be included as aforementioned “illicit discharges” and may be prohibited.

Legal authority can also be used to specify what assets are the responsibility of the Enrollee or the responsibility of private users and customers. The Enrollee may utilize sewer use ordinances or municipal codes to specify what parts of the system are privately owned and who is responsible for the maintenance of certain assets, such as laterals. It is advised that the exact boundary of ownership and maintenance responsibility should be defined. Ordinances and codes can be utilized to specify what the Enrollee’s authority is to access to portions of Enrollee-owned laterals located on private property.

It should be noted that the legal authority available to agencies and the Enrollee varies significantly depending on the legal designation of the agency or Enrollee, since State law differs for various entities, such as sanitary districts, wastewater districts, utility districts, general purpose cities, and charter cities. This should be taken into consideration in the case the Enrollee utilizes an outside agency.

The Enrollee’s legal authority and powers are established in the City of San Fernando City Code and provide the necessary measures to facilitate the control of inflow and infiltration (I/I), require proper design, construction, installation, testing, and inspection of new and rehabilitated sewers and laterals; control the discharge of FOG; and enforce violation of ordinances. Additionally, it allows the Enrollee to promote and protect the health, safety, and general welfare of all of the residents.

The Enrollee has codified several ordinances related to the sanitary sewer system in the City of San Fernando City codes in Chapter 94, titled Utilities, under Article II, Sewers and Sewage Disposal. In addition, the Enrollee has executed an agreement with Los Angeles County Sanitation Districts for the conveyance, treatment, and disposal of wastewater.

The existing ordinances identify the Public Works Director and City Engineer as the persons responsible for approving and managing permit requirements for the Enrollee’s wastewater collection system. Permits like discharge permits can also include the proper legal authority or power to require collection system users to comply with the applicable design, construction, use, and maintenance standards and regulations.

4.4 Legal Authority and Existing City Codes

The following sections include a summary of the Enrollee’s existing codes and ordinances that are used to implement and enforce regulations as they apply to the wastewater collection system.

4.4.1 Enforcement

City Code Chapter 94, Utilities, Article II, Sewers and Sewage Disposal, Sections 94-27, 94-30, 94-31, 94-32, 94-33, 94-104 discuss and outline penalties and processes for violations of the Code of Ordinances. The codes and ordinances in these sections are set forth to provide the Enrollee with the necessary legal authority and powers to require



system users and customers to meet performance standards and pay penalties for non-compliance with Enrollee regulations. The aforementioned sections outline the enforceable penalties the Enrollee has the powers to impose through criminal or civil penalties, revocation of permit(s), or discontinuance of service. The Enrollee utilizes imposing civil and criminal penalties, fines, revocation of permit(s), and ultimately disconnection from services in order to enforce codes and ordinances set forth in order to meet state and federal regulations.

Section 94-27 states that any person(s) who violate ordinances and code in Article II shall be guilty of a misdemeanor and upon conviction thereof shall be punishable as provided in section 1-10. Section 94-104 also reiterates that persons who violate code set forth in Division 3 of Article II shall be guilty of a misdemeanor and upon conviction thereof shall be punishable as provided in section 1-10. City Code Section 94-30 outlines grounds upon which the Enrollee has the legal authority to revoke any issued permit if any person discharges sewage into the sanitary sewer system. Section 94-30 also outlines the processes and penalties for revocation. Section 94-31 outlines the parameters and legal authority the Enrollee has to impose a refusal or discontinuance of services for violations to code set forth under Divisions 1 & 2 of Article II. Sections 94-32 and 94-33 further elaborates on the powers and legal authority the Enrollee has to regulate code violations through disconnection of services and further outlines the processes involved to do so.

4.4.1.1 Recommendations

It is also recommended that the Enrollee further adjusts the language beyond what is recommended here so that the impact of the violation of the code is considered when issuing a penalty, in regard to the deliberateness & significance of the violation to the code and the impact the violation has on receiving waters, endangerment of human health, or interference or disruption with the downstream WWTP. It is recommended that the Enrollee discerns, decides and further differentiates penalties for different violations based on impact, and updates the set forth language to reflect those decisions.

The language set forth by the Code of Ordinances in Sections 94-27, 94-30, and others needs to be updated to more accurately outline the penalties the City will impose per code violation.

While Section 94-27 outlines enforceable penalties, the language set forth is not specific to particular violations that could occur and the associated processes of the penalties. The language does not differentiate between various kinds of violations to the City code and ordinances, as the current language states any person violating any section of the City Code Chapter 94, Utilities, Article II, Sewers and Sewage Disposal shall be guilty of a misdemeanor and upon conviction thereof shall be punishable as provided in section 1-10. However, while the Enrollee should be able to use code and ordinances to enforce regulations and prohibit illicit discharge, the conditions for imposing fines, including civil and criminal penalties should be updated. The Enrollee should include language that differentiates between the conditions of violations to codes & ordinances, so that it is in the cases of deliberate and significant violations of ordinances & codes that may result in substantial impacts to receiving waters, endangerment of human health, or interference or disruption with the downstream WWTP, that the Enrollee can



impose penalties, such as fines and/or civil and criminal penalties. This update to language should be kept in mind for imposing penalties such as fines and civil and criminal penalties for other Sewer and Sewage disposal ordinance or code violations, since the existing language in Section 94-27 covers penalties for all code violations in City Code Chapter 94, Utilities, Article II, Sewers and Sewage Disposal. It should also be noted that this same recommendation applies to the language set forth in Section 94-104 in Division 3 of Article II, as Section 94-104 sets forth the same language as code in Section 94-27.

- **Recommended Language:** Any person who deliberately and significantly violates any sections of this article that may result in substantial impacts to receiving waters, endangerment of human health, or interference or disruption with the downstream WWTP, shall be guilty of a misdemeanor and upon conviction thereof shall be punishable as provided in section 1-10.

Overall Recommendations:

- The Enrollee has its own code, but specific divisions of Chapter 94, Article II, have adopted Los Angeles County Code. Since the selection of the adopted code from the Los Angeles County Code covers a broader range of topics that have already been covered in prior divisions of Article II, there may be contradictions or confusion over which code applies. The impact of any contradictions may be small as the two municipal codes tend to follow similar protocols; however, there are still and can be differences between the two codes. In order to avoid confusion or contradictions currently and in the future, the Enrollee should decide whether in the event of a contradiction, which municipal code takes preference. Alternatives or further recommendations would be to limit the scope of what the existing code or adopted code apply by specifying which divisions or sections of code the processes, ordinances, or penalties apply to so that there are no overlapping or contradictory codes or ordinances on the same subject matter. However, because the selection of the adopted code is so broad, it may be easier to select which municipal code to defer to by division, or ensure the language includes the limitation of the existing City of San Fernando Code to only applicable divisions.

4.5 Prevention of Illicit Discharges

The Enrollee is required to prevent discharges of illicit and undesirable substances from entering the wastewater collection system. Illicit discharges include, but are not limited to, the release of I/I, storm water, chemical dumping, unauthorized debris and constituents, cut roots, downspout, roof drain, and area drain. However, the specific purpose is to prevent the discharge of any pollutant into the sanitary sewer system that would obstruct or damage the collection system, interfere with treatment, or threaten harm to human health or the environment.

Properly drafted ordinances provide the Enrollee with the tools to identify and enforce penalties to prevent illicit discharges. The Enrollee's current ordinances prohibit illicit discharges to control both domestic and industrial discharges. Illicit discharges can be defined and subject to corrective response actions, using any existing laws or ordinances



that prohibit a certain type of discharge, regardless of the user class, (i.e. domestic, commercial or industrial classes). Existing enforceable regulations prohibiting downspout, roof drain, area drain, and storm water connections to sanitary sewer systems can also be considered illicit discharge and may be prohibited.

City Code Chapter 94, Utilities, Article II, Sewers and Sewage Disposal, Sections 94-28 sets forth the definitions for different types of domestic discharges. Section 94-29 elaborates on Permit to discharge sewer into sewer systems. Section 94-27 sets forth penalties for any person violating any sections of City Code Chapter 94, Utilities, Article II, Sewers and Sewage Disposal in accordance with City Code Section 1-10.

4.5.2 Industrial Discharges

City Code Chapter 94, Utilities, Article II, Sewers and Sewage Disposal, Division 3, Industrial Wastes, describes limitations on industrial waste discharges and special permit requirements. Under the Division 3 Industrial Wastes section, the City Code adopts the Los Angeles County Code Title 20, division 2 Sanitary Sewers and Industrial Water. While the existing City Code adopts the Los Angeles County Title 20, division 2 code to outline and enforce regulations pertaining to Industrial Wastes, the adopted code, Los Angeles County Code under division 2, does not outline parameters specific to only industrial wastes. The division 2 section of the Los Angeles County Code Title 20 covers definitions, general provisions, administration, permits & fees, sanitary sewers, and industrial waste. Section 94-103, Amendments, requires that the discharge of industrial wastes into a sanitary sewer shall be governed as follows. It is recommended that all "City Engineer" references be changed to "Director of Public Works" as the LRO:

Section 20.24.080 *Damages caused by prohibited wastewater discharge* reads as follows:

Any industrial wastewater discharger who discharges or causes the discharge of prohibited wastewaters which cause damage to city facilities, detrimental effects on treatment processes or any other damages to the city shall be liable to the city for all damages occasioned thereby, including any penalty assessed against the city pursuant to federal law and as a result of such prohibited discharge.

Section 20.24.100 *Administration* should be amended to read as follows:

Except as otherwise provided herein, the city engineer shall administer, implement, and enforce the provisions of these regulations. Any powers granted or duties imposed upon the *Public Works Director* may be delegated by the *Public Works Director* to persons acting in the beneficial interest of or in the employment of the city.

Section 20.24.190 *Availability of city facilities* reads as follows:

If sewerage capacity is not available, the city may require the industrial wastewater discharger to restrict discharge until sufficient capacity can be made available. When requested, the city will advise persons desiring to



**City of San Fernando
SSMP Final Report**

locate new facilities as to the areas where industrial wastewater of their proposed quantity and quality can be received by available sewerage facilities. The city may refuse service to persons locating facilities in areas where their proposed quantity or quality of industrial wastewater is unacceptable in the available sewerage facility. *Section 20.24.220 Industrial wastewater user charges* should be amended to read as follows:

A system of user charges shall be established by the city council to reflect fair and equitable charges for actual usage of sewer facilities. Such charges shall be based upon yearly volume, chemical oxygen demand (COD), suspended solids, and such other parameters or constituents that may be determined by the *Public Works Director* to create a burden upon the sewer system.

Section 20.24.230 Industry classifications should be amended to read as follows:

The *Public Works Director* may classify discharges by industrial categories and establish average industrial wastewater flow quantity and quality for each industrial category.

The following will also be added to the code under Section 20 and adopted by the City Council:

- (I) All wastes, however harmless, shall be reduced to a minimum in volume and strength, and fluctuations of temperature and flow shall be evened out by adequate storage before discharge.
- (II) All wastes, when necessary, shall be pretreated by screening, sedimentation, neutralization, or other approved methods to produce a quality and character of waste.
- (III) Pretreatment of industrial wastes shall be at the source and at the expense of the agency producing such.

For both the domestic and industrial waste discharges, the City has included and delineated restrictions on what may be deposited into its sewer system. These codes, while they provide the City with sufficient authority to limit and control the types of industrial waste discharged into the system, expanding the codes to include more descriptive types of industrial wastewater not acceptable in the City's wastewater collection system will reduce the potential for misinterpretation. It is recommended that the City also address "Other Discharges" as defined below and adopt the recommended language, accordingly.

- Other Discharges – The City shall include more specific discharge prohibitions of any waste that could by itself or by interaction with other waste could, among other requirements, endanger human health, cause damage to the sewer system or extra collection, treatment, or disposal cost, create a nuisance, affect the treatment process, or impact treated water quality. Set standards or prohibit discharge of



several components, including (but not limited to) dyes, explosives, debris, cut roots, organic solvents, radioactive waste, solids and toxic substances

- **Recommended Language:** Wastes discharged into the sewer system shall not have characteristics which by themselves or by interaction with other wastes may:
 - Endanger the health and safety of the public or city personnel
 - Cause damage to the sewer system;
 - Create nuisance such as odors or coloration;
 - Result in extra cost of collection, treatment, or disposal;
 - Interface with, inhibit, or disrupt any wastewater treatment process the plant, its treatment processes, sludge processes, or operations in such manner to cause violations of the plant's NPDES permit, or any regulatory requirements, or result in the use of sludge in noncompliance with any applicable requirements. This shall include instances due to flow rate and/or pollutant concentration and applies to increases in magnitude or duration of violation by the plant;
 - Exit the plant into waters of the United States in quantities or concentrations which contribute to a violation of any regulatory requirement applicable to the plant. This shall include increases in magnitude or duration of any violation or period of noncompliance;
 - Cause the temperature of the influent flow to the plant to exceed forty (40) degrees Celsius (one hundred four (104) degrees Fahrenheit);
 - Prevent, hinder, delay, or impede compliance with effluent quality requirements established by regulatory agencies, or exceed the same;
 - Cause wastewater quality to fall outside reclamation feasibility limits.

4.5.3. Proper Connections and Construction

The requirements for the design and construction of new, rehabilitated, and replaced sewer system facilities, including mains, tie-ins, service laterals, cleanouts, maintenance holes, and other system appurtenances, are necessary to ensure the proper operation of the sewer system. The Enrollee does not have any such sections within their existing municipal code. Therefore, the adoption of Los Angeles County Department of Public Works (LACDPW) "Design and Construction Standards and Specifications" is recommended.

LACDPW has standard plans and specifications for the construction of sanitary sewers and appurtenances to ensure that sewer lines and connections are properly designed and constructed. The DPW specifications by reference incorporate the Standard Plans and Specifications for Public Works Construction, Special Provisions, and Standard Drawings. In addition, the LACDPW has other publications such as the Private Contract Sanitary Sewer Procedural Manual, Guidelines for the Design of Pump Stations, etc., to ensure consistency in the design of collection systems within unincorporated County areas. To further assure that sewer facilities are properly designed and constructed,



DPW requires that plans are designed by licensed engineers and provides thorough review of plans prior to approval for and conducting inspection of construction work. Appendix G outlines suggested language for private sewer lateral installation and backflow devices ordinance.

4.5.4. Accessibility for Maintenance, Inspection, and Repair

The Enrollee's codes do not document access requirements for maintenance, inspection, or repair of the wastewater collection system. Furthermore, accessibility requirements are not managed through the plan reviews of new sewer services. Plan review allows staff to ensure that sewer system facilities are constructed to specific standards within the public right-of-way or within adequate, permanent easements.

Therefore, it is recommended that the Enrollee generate some accessibility rights which would require executive management level staff to issue a permit before a sewer line may be constructed. As such, executive management level staff would have the opportunity to ensure that new sewer lines are accessible. This is not an explicit requirement, and may be based on best engineering abilities, since not all new sewer pipes may be designed with proper access to the facilities for maintenance, repair, replacement and/or rehabilitation purposes. Additionally, authorized personnel may not have the right to access existing sewer lines located on private property. As such, adding a specific code section or adopting an ordinance that governs accessibility for maintenance, inspection, and repair efforts will provide the appropriate legal authority for crews to access the sewer facilities.

4.5.5. Limit Fats, Oils, and Grease Discharge

Chapter 94, Article II, Division 4, Section 94-110 to Section 94-118 addresses FOG and FOG disposal systems by Food Service Establishments (FSEs). These sections give the Enrollee's Health Officer the authority to inspect all FSEs. This section also talks about hydro-mechanical grease interceptors and gravity grease interceptors' requirements.

These appurtenances are required in all packing plants and other establishments that may be a source of food fats and greases with respect to grease interceptors, and in establishments equipped with wash racks, floor drains, or wash tanks for cleaning machined parts or other materials.

Section 94-117 stipulates the Health Officer's authority and identifies circumstances that warrant payback to the City by an FSE in the case of overflows due to line blockage and overflow due to FOG. The enforcement section needs to be strengthened and added as a stand-alone section to this chapter. Although there is an enforcement section in Chapter 34, Environment, Article III – Stormwater and Urban Runoff Pollution Control, section 34-104, Enforcement, it needs to be more specific with penalties and civil liabilities and by whom can these be assessed. It is also recommended that Health Officer be re-classified as Public Works Director or his designee.

With implementation of the FOG Control Program, the City intends to implement and enforce actions against users of the wastewater collection system that violate the prohibition of discharging FOG into the wastewater collection system. The City will initiate enforcement actions for noncompliance and it will be possible for other regulatory agencies, including the EPA or the State to initiate their own enforcement actions, if in their opinion, the City does not implement adequate enforcement.



5 Operations and Maintenance Program

5.1 Requirements

- D.13.(iv) **Operation and Maintenance Program.** The SSMP must include those elements listed below that are appropriate and applicable to the Enrollee's system:
- (a) Maintain an up-to-date map of the sanitary sewer system, showing all gravity line segments and manholes, pumping facilities, pressure pipes and valves, and applicable storm water conveyance facilities;
 - (b) Describe routine preventive operation and maintenance activities by staff and contractors; including a system for scheduling regular maintenance and cleaning of the sanitary sewer system with more frequent cleaning and maintenance targeted at known problem areas. The Preventative Maintenance (PM) program should have a system to document scheduled and conducted activities, such as work orders;
 - (c) Develop rehabilitation and replacement plan to identify and prioritize system deficiencies and implement short-term and long-term rehabilitation actions to address each deficiency. The program should include regular visual and TV inspections of manholes and sewer pipes, and a system for ranking the condition of sewer pipes and scheduling rehabilitation. Rehabilitation and replacement should focus on sewer pipes that are at risk of collapse or prone to more frequent blockages due to pipe defects. Finally, the rehabilitation and replacement plan should include a capital improvement plan that addresses proper management and protection of the infrastructure assets. The plan shall include a time schedule for implementing the short and long term plans plus a schedule for developing the funds needed for the capital improvement plan;
 - (d) Provide training on a regular basis for staff in sanitary sewer system operations, maintenance, and require contractors to be appropriately trained; and
 - (e) Provide equipment and replacement part inventories, including identification of critical replacement parts

5.2 Overview

The section will identify and discuss the Enrollee's Operations and Maintenance (O&M) program, rehabilitation and replacement programs, employee training programs, equipment and replacement parts inventory, and other programs.

5.3 Sewer System Mapping

The Enrollee effectively manages and maintains information pertaining to their sanitary sewer infrastructure by means of manually updating atlas maps and/or references to hard copy as-built drawings. Additionally, the Enrollee maintains up-to-date GIS shape files of their sewer system. Information such as year of installation, diameter, slope, material, elevations, and etc. is recorded.

The Enrollee currently stores all GIS data on their local server. However, they are currently transitioning to a cloud server.

It is recommended that different departments (e.g., water resources, traffic, etc.) have



access to GIS. This will allow multiple departments to plan maintenance or other large projects in unison.

5.4 Operation and Maintenance Program

The Enrollee's sanitary sewer system requires frequent maintenance due to age, extended use, debris accumulation, and tree root intrusion. In response, the Enrollee has developed an O&M program in order to extend the useful life of and minimize blockages within their sanitary sewer system.

Maintenance primarily involves the routine cleaning of sewer pipelines, but may also include root control and/or responses to customer complaints. The following subsections describe the Enrollee's preventive maintenance procedures.

5.4.1 Summary of Maintenance

Public Works Department staff is responsible for all maintenance and cleaning activities conducted on the sanitary sewer system. However, at times, the Enrollee may approve the use of an outside contractor. Upon completing their scheduled work, Public Works Maintenance crews summarize and report their daily progress. Reports are submitted to the Wastewater Collection System Supervisor in order to track maintenance progress.

5.4.2 Wastewater Map

The Wastewater Map is a 41page map book of the sanitary sewer system. Each page contains a section of the sanitary sewer system and a recommended maintenance date. Each month, crews complete three-and-a-half (3.5) Map pages. Upon completion of the scheduled maintenance assignment, it is recorded using a Sewer Maintenance Worksheet(s).

5.4.3 Wastewater Operations Crew

Wastewater Operations crews work daily to eliminate potential maintenance hole and/or pipe blockages. There are currently two (2) crews and each is comprised of two (2) staff members. On a daily basis, crews conduct routine cleaning assignments. On a monthly basis, crews will clean "Problem Areas" hereinafter referred to as Hot Spots. Hot spots are areas having excessive amounts of grease accumulation, concentrations of roots and/or areas which experience frequent blockages.

5.4.4 Mechanical Cleaning

Crews primarily use jetting nozzles and/or Guzzler vehicles. However, the Guzzle model vehicle is being retired, but the Enrollee will take possession of a Vactor vehicle in May of 2022. The new Vactor will flush with both pressure and vacuum.

Sewer pipes are typically cleaned by inserting a high-pressure water jetting nozzle into the pipes and manually removing debris from the downstream maintenance hole. Purchased equipment or staff-made appurtenances are inserted at the downstream maintenance hole to aid in the capture and/or removal of debris.

The following describes the procedures crews will use to accomplish their assigned tasks.

Procedures for Sewer Cleaning Crews

Prior to leaving the City Yard, crew members will:

1. Plan their work and if possible, plan to clean sewer line from the downstream



maintenance hole, working north to south (San Fernando directions).

2. Acquire the necessary Wastewater Map page, and prepare Sewer Maintenance Worksheet with corresponding address.
3. Inspect all tools and equipment which will be used during the cleaning process for wear and make replacements as necessary.
4. If using the guzzler, perform an inspection.
5. Fill the appropriate equipment with water.

At the jobsite, crew members will:

1. Set up proper traffic control measures in accordance with the Watch Manual.
2. Move the sewer jet and/or guzzler into the traffic control and position the hose reel over the maintenance hole.
3. Open the maintenance hole lid using a maintenance hole hook.
4. Lower the hose into the maintenance hole and ensure the nozzle is lined up in the main.
5. Engage the high-pressure pump and set an appropriate engine speed to provide adequate pressure for cleaning operations.
6. Open the water valve and allow the hose to extend at a rate no greater than three (3) feet per minute.
7. Allow the hose to proceed upstream from one maintenance hole to the other (approximately 300 feet on average).
8. Once reaching the upstream maintenance hole, retract the hose while continuing to flush the pipe with water.
9. Observe this operation, take notice of debris flushed from the line.
10. If flushed debris are moderate to heavy, clean the remaining portion in increments not to exceed 25 percent of total length.
11. Clean the line until successive passes with cleaning nozzle do not produce any additional debris.
12. Fully retract hose and remove debris from the maintenance hole using the vacuum unit and/or debris removal device (handy clams).
13. Shut off equipment and clean mating surface.
14. Close maintenance hole lid, ensure the maintenance hole lid is properly seated with the maintenance hole ring flush with the street surface.
15. Record results on a Sewer Maintenance Worksheet and if needed, proceed to the next cleaning location.

At the end of the day, crew members will:

1. Inspect tools and equipment for any problems and/or wear, and report accordingly.



2. Report any problems and/or issues encountered and/or discovered while cleaned the lines.
3. Turn in completed Sewer Maintenance Worksheet.

Required Equipment and Tools

1. Personal protective equipment (PPE) - hardhat, steel-toe boots, gloves, eye/face protection, hearing protection
2. Proper work zone safety equipment – safety cones, barricades, signs, flags or other traffic control devices
3. City of San Fernando Sewer Maps / Wastewater Map
4. Sewer Jet and/or Guzzler
5. Sewer maintenance hole hook
6. Measuring wheel
7. Disinfectant

5.4.5 Root Treatment

On a yearly basis, a contractor will treat high root concentration areas with chemical root inhibitors to reduce or eliminate roots intruding into the pipes. Areas with high root concentrations are known as target sites. Target sites may be pre-existing or discovered during Closed Circuit Television (CCTV) inspections. CCTV inspections are recorded in the CCTV database. Target sites are regularly assessed and evaluated for continued root control.

5.4.6 Maintenance Hole Treatment Program

On a yearly basis, a contractor will treat maintenance holes to control insect infestations.

5.4.7 Closed Circuit Television Inspections

The Enrollee has inspected their sewer system using CCTV. Discovered defects are identified and rated for their incorporation into Capital Improvement Program (CIP). CCTV inspection is prioritized based on age of pipe.

5.4.8 Response to Customer Notifications

To assist with customer calls, a Coordinator is used and will route calls to the appropriate staff. If a customer's call pertains to the sanitary sewer system, their call may be routed to Public Works Field Supervisor II or Public Works Admin. Public Works is responsible for assess and resolving customer complaints. To ensure after hours support, Public Works has staff who can respond to customer's calls available during business and non-business hours.

All outside calls and/or reports pertaining to SSOs are documented and tracked through an electronic work order system called Activity Information Management System (AIMS).

5.5 Wastewater Collection System Inspection and Condition Assessment Program

The Enrollee regularly inspects their sewer system in order to identify decencies. Record is kept of gravity line segments, maintenance holes, pump facilities, pressure pipes and valves, and storm water conveyance facilities. The Enrollee's Sewer Master Plan 2014



City of San Fernando SSMP Final Report

(SMP) has identified, cataloged, and created a condition based ranking system in order to prioritize rehabilitation or replacement projects for sewer infrastructure. Public Works Department staff will conduct minor repairs, but larger or extensive breaks are repaired by a contractor or handled under the Enrollee's Capital Improvement Program (CIP).

5.6 Capital Improvement Program

Based on the previous assessment, an estimated \$9.96 million (M) is needed to address the severe structural defects of the sewer system. A new sewer assessment is scheduled for completion in the year of 2022.

Time allotment and monetary budgeting is based on the fiscal year. A minimum of \$535,000 has been allocated for sewer main upgrades for the Fiscal Year of 2021-2022 and 2022-2023. Findings from the 2022 sewer assessment will be used for future planning and budgeting.

5.7 Employee Training Program

Staff are regularly trained to ensure all sewer O&M activities are done in a safe and proper manner. All staff are encouraged to stay up to date with the latest technologies and attend conferences, seminars, and workshops provided by reputable organizations, manufacturers, or other continuing education programs.

Prior to working at sewer facilities, operators receive mandatory training covering O&M policies and procedures, safety protocols, and any potentially used equipment. All operators must also have certification and training through CWEA. Training records are maintained in order to monitor completed classes and schedule employee training accordingly.

Contracts require bonding and contracted personnel must possess proficient knowledge and experience for the task at hand. In order to ensure contractors possess proficient knowledge and have appropriate training, the Enrollee is considering incorporating language which will make this a requirement for all future contracts.

5.8 Equipment and Replacement Inventories

The Enrollee maintains an inventory of routine replacement parts used in the sanitary sewer system. If parts or equipment is not on-hand, the Enrollee has relationships with vendors who can make deliveries on an as needed basis.



6 Design and Performance Provisions

6.1 Requirements

D.13.(v) Design and Performance Provisions:

- (a) Design and construction standards and specifications for the installation of new sanitary sewer systems, pump stations and other appurtenances; and for the rehabilitation and repair of existing sanitary sewer systems; and
- (b) Procedures and standards for inspecting and testing the installation of new sewers, pumps, and other appurtenances and for rehabilitation and repair projects.

6.2 Overview

This section will discuss the Enrollee's adopted standards for design, construction, inspection, and testing. These standards apply to all new or rehabilitated sewer systems or sewer projects. These standards ensure the sanitary sewer system is safe, reliable, and built as intended.

6.3 Discussion on Design and Performance Provisions

Design, construction, inspection, and testing standards represent a critical part of an Enrollee's operation and maintenance for their sewer system. Properly designed and constructed sewers are less likely to fail which may result in an SSO. Once adopted, standards will be regularly evaluated and updated as the industry improves and changes.

If significant changes are made to this element during a self-audit or SSMP update, the Enrollee will record an explanation, date, and person responsible for the change in the Change Log provided.

6.3.1 Design and Construction Standards

The Enrollee's engineering staff have the resources and experience to design a system that will perform as intended. The Enrollee uses the Standard Plans for Public Works Construction and the Standard Specifications for Public Works Construction as the standards of design and construction for all of its sewer pipes, connections, manholes etc. in their sanitary sewer system.

6.3.2 Procedures and Standards for Inspecting and Testing

The Enrollee's engineering staff have the resources and experience to ensure that every project is built as designed. The Enrollee has officially adopted LACDPW's standards, including adoption of the APWA's "Green Book" as part of a series of new ordinances



7 Overflow Emergency Response Plan

7.1 Requirements

- D.13.(vi) **Overflow Emergency Response Plan** - Each Enrollee shall develop and implement an overflow emergency response plan that identifies measures to protect public health and the environment. At a minimum, this plan must include the following:
- (a) Proper notification procedures so that the primary responders and regulatory agencies are informed of all SSOs in a timely manner;
 - (b) A program to ensure appropriate response to all overflows;
 - (c) Procedures to ensure prompt notification to appropriate regulatory agencies and other potentially affected entities (e.g. health agencies, regional water boards, water suppliers, etc.) of all SSOs that potentially affect public health or reach the waters of the State in accordance with the MRP. All SSOs shall be reported in accordance with this MRP, the California Water Code, other State Law, and other applicable Regional Water Board WDR or NPDES permit requirements. The SSMP should identify the officials who will receive immediate notification;
 - (d) Procedures to ensure that appropriate staff and contractor personnel are aware of and follow the Emergency Response Plan and are appropriately trained;
 - (e) Procedures to address emergency operations, such as traffic and crowd control and other necessary response activities; and
 - (f) A program to ensure that all reasonable steps are taken to contain and prevent the discharge of untreated and partially treated wastewater to waters of the United States and to minimize or correct any adverse impact on the environment resulting from the SSOs, including such accelerated or additional monitoring as may be necessary to determine the nature and impact of the discharge.

7.2 Overview

This section will discuss the necessary components of the Enrollee's Overflow Emergency Response Plan (OERP). The OERP is intended to be a comprehensive document that includes components for minimizing the effects of SSOs on the environment, while protecting the public's health and safety. Components discussed are notification, response activities, reporting, and training. Additionally, the OERP includes a strategy for the Public Works Maintenance Section to mobilize labor, material, tools, and equipment to contain, mitigate, and clean up residuals from an SSO and correct or repair any condition which may cause or contribute to an unpermitted sewage discharge. The OERP helps ensure all reasonable steps are taken to contain and prevent discharge of untreated and/or partially treated wastewater into the waters of the United States and to minimize or correct any adverse impact on the environment resulting from the SSOs.

7.3 Discussion of Overflow Emergency Response Plan

The OERP is not expected to cover every detail or possible response activity to SSOs. It may be a simple description of tasks and a checklist to ensure the responder has gathered the necessary information to be reported.



City of San Fernando SSMP Final Report

To ensure a proper response, best management practices for SSO containment and recovery may be included in the response plan. A strong emphasis may be placed on activities, such as blocking drain inlets and placing berms around the spill. This will help to prevent sewage from entering a waterway or drainage channel leading to downstream surface waters. The OERP may also include recovery efforts and cleanup activities that will reduce the effects of the overflow. This may require an OERP that covers different types of SSOs. The infrastructure that caused the overflow may dictate what response activities are warranted. Different response activities may be necessary depending on the volume or area affected by the overflow.

Requirements for the OERP have been provided herein this section, but for a brief understanding, a summary of some requirements are shown below:

- **Notification** – This section requires Enrollees to have internal notification procedures so response and mitigation efforts to minimize the effects of the SSO are completed in a timely manner. Enrollees are also required to notify OES for Category 1 SSOs equal or greater than 1000 gallons. Enrollees may also want to, or are required under other orders, to notify the Health Department, local Regional Water Quality Control Board (RWQCB), or other state or local agencies. Each agency should evaluate the accuracy of their volume estimates and report accordingly. However, it should be remembered that the volumes of SSOs reported to state agencies are estimates not exact measurements, and therefore the volume reported should not overstate the degree of accuracy. Agencies may estimate to volume to the nearest five or ten.
- **Response Activities** – This section requires Enrollees to adequately address various types of overflows and to perform reasonable SSO response activities to contain the overflow and to minimize the impact to the environment.
- **Reporting** – This section requires Enrollees to meet the MRP requirements listed in Section G of the SSS WDR. The MRP requires certain overflow information be reported to the CIWQS database online.
- **Training** – This section requires Enrollee to adequately train their employees to understand and follow the OERP. The training should include emergency operations, such as traffic and crowd control as well as procedures for volume estimation and SSO start time determinations. Periodic field drills and exercises should be considered to assure that field crews practice under actual conditions especially where agencies have very few or no spills.

In addition to the requirements set forth in the SSS WDR, RWQCBs may impose additional reporting and monitoring requirements. If required to report or monitor additional information, it may be beneficial to combine all applicable requirements into one response plan. Having one comprehensive response plan will help avoid confusion and ensure all requirements are met. The OERP should address all requirements specifically stated in the SSS WDR and any additional requirements prescribed by the RWQCB.

7.4 Overflow Emergency Response Plan Elements

The Enrollee's OERP includes formal procedures for staff to contain, correct, and clean up



SSOs; and the components necessary for minimizing the effects of SSOs on the environment while protecting public health and safety. Additionally, the OERP includes a strategy for the Public Works Maintenance Section to mobilize labor, material, tools, and equipment to contain, mitigate, and clean up residuals from an SSO and correct and/or repair any condition which may cause and/or contribute to an un-permitted sewage discharge.

The following subsections discuss the components of the OERP.

7.4.1 Notification

The Enrollee's OERP includes notification procedures that ensure primary responders and regulatory agencies are informed of all SSOs in a timely manner. In the event of SSO, immediate notification is sent to the Public Works Operations Manager and Public Works Director. Notifications may come in the form of e-mail and/or text/call to their work phone and/or personal phone. In the event an SSO is reported by citizen through phone call, their call will be routed to the Public Works Operations Manager or the designated backup, the local police dispatch center.

7.4.2 Response Actions

Based on the SSO size, various response actions may be taken. On the following page, **Table 7-1** lists the response actions the Enrollee may take during a more severe SSO. However, regardless of size, the Enrollee is committed to taking all necessary action(s). If at any time during an SSO additional personnel are needed, the Enrollee may call upon the additional Emergency Response Contractors shown in **Table 7-2**.

The following outlines some response actions the Enrollee will take during different sized SSOs. The Enrollee is committed to taking all necessary action(s) to contain and/or prevent the discharge of untreated or partially treated wastewater into waters of the United States. Also, the Enrollee is committed to helping minimize or correct any adverse impact to the environment caused by the SSO, and ensuring public safety and wellbeing.

Small SSOs (Up to 1,000 gallons):

- Set up cones to direct traffic away from spill area.
- Use City personnel to control traffic and pedestrians.

Medium SSOs (1,000 to 10,000 gallons):

- Contact regulatory agencies as required.
- Perform lane closures as necessary.
- Place proper signage for any lane closures and contaminated area signs.
- Close affected entrances or exits from public and private facilities.
- Place caution tape and barricades to protect pedestrians from contaminated area.

Large SSOs (greater than 10,000 gallons):

- Assess spill situation
- Contact regulatory agencies as required.



***City of San Fernando
SSMP Final Report***

- Inform City Police Department of any law enforcement assistance necessary for roadway closures and traffic control.
- Delegate responsibility to County Health Department of informing public of hazards.
- Place signage to inform public of potential hazards to public health and safety.
- Block public access to hazard using barricades, cones, and caution tape.



Table 7-1 SSO Response Procedures

If SSO requires	THEN contact	AT
Safety and Rescue	San Fernando Police Department	911 -or- (818)-898-1267
Media notification	San Fernando Administration Department -or- Public Works Department	(818)-898-1203 -or- (818)-898-1222
SCADA monitoring -or- Maintenance crew(s)	Public Works Operation Manager	(818)-898-1294 -or- (818)-438-4112
Hazmat identification -or- Public health issues	Los Angeles County Hazardous Materials Division -or- Los Angeles County Health Department	(323)-890-4317 After hours: (323)-881-2455 -or- (626)-430-5420 After hours: (213)-974-1234
Investigation of authority -or- Evaluation of industrial discharge	Public Works Department -or- Los Angeles County Industrial Waste	(818)-898-1222 -or- (626)-458-3567
Coordination of response resources (for use during significant SSO i.e., Category 1)	Office of Emergency Services	(818)-898-1293
Containment of SSO on private property	Public Works Department	(818)-898-1222
Cleanup oversight -or- Obtain recommended cleanup procedures	Public Works Department	(818)-898-1222
Investigation -or- Prosecution due to damages caused by SSO	City Attorney <i>Recommended to contact through Administration Department</i>	Admin: (818)-898-1203 City Attorney: (213)-744-0099 -or- (213)-626-2906
Cleanup of flooded structure	City Contractors: 1. ServPro of Studio City 2. ServPro of Sylmar 3. Emergency Service Restoration	As shown in center column: 1. (818)-508-7282 2. (818)-951-6780 3. (888)-377-4195

**Table 7-2 Additional Emergency Response Actions and Contractors**

If SSO Involves	If SSO Requires	THEN Contact	AT
Flooding	Bypass Pumping due to flooding or broken pipe	City Contractor: Rain for Rent	(800)-742-7246
Flooding	Sand Bags	Contractor: Baron Bag and Erosion Supply	(800)-562-6055
Impacts to roadways	Traffic Control	Traffic Control Contractor: Traffic Control Service	(714)-526-9500
Damages to pipe, pipe blockage, etc.	CCTV -or- Cleaning Services	Contractor: 1. Performance Pipeline Technologies 2. National Plant Services	As shown in center column 1. (714)-536-7586 2. (562)-436-7600
Reaches surface waters	Lab testing and lab sampling of industrial/commercial waste	Los Angeles County Industrial Waste Inspector	(626)-458-3567
Immediate repair to sewer infrastructure	Immediate repair of sewer infrastructure	City Contractor: O'Campo & Sons	(818)-361-8070

7.4.3 Reporting

All SSOs are to be reported in accordance with the MRP, California Water Code, State Law, and other applicable RWQCB permit requirements. However, the Enrollee is not required to report private overflows. If the Enrollee determines that a SSO is caused by a blockage from a private sewer or lateral, the Enrollee should notify the owner or other responsible party to take appropriate response action(s).

Depending on the size and category of SSO, there may be time-sensitive requirements for reporting it. For example, if the SSO is a Category 1 (greater than or equal to 1,000 gallons) and if notification is possible without substantially impeding cleanup or other emergency measures, the Enrollee must inform the California Governor's Office of Emergency Services Operations (Cal OES) no later than two (2) hours after acknowledgment of the SSO.

Recommendations:

While not required, it is recommended employees receive training on appropriate reporting methods. This will ensure SSOs are documented and reported correctly. Additionally, it is recommended to format reporting forms to match those used by the CIWQS database. This will prevent confusion and ensure all required information is collected and entered. Training modules for CIWQS may be available and can be utilized by responders.



7.4.4 Training

It is required that personnel are adequately trained to understand and follow the OERP. Training should include emergency operations such as, traffic and crowd control, volume estimation, and SSO start time determinations. Periodic field drills and exercises should be considered to allow crews to practice under actual conditions. This is may be especially beneficial for agencies that have had very few or no spills.

Training should be planned and implemented regularly. Regular training ensures all responders are up-to-date with the latest procedures. Trainings should be documented to show compliance with the SSS WDR requirement. Most employees will not be expected to know how to complete every task, but supervisors and managers may need to know how to perform multiple roles. To prepare for this, training sessions involving execution of duties and awareness of responsibilities may be beneficial.

Recommendations:

While not required, the Enrollee should consider including emergency responders (Police, Fire, etc.) in field exercises and/or training. Emergency responders should be familiar with and able to identify personnel who will respond to SSOs. This will ensure the proper personnel are allowed onto the scene of an SSO. Emergency responders may need training and/or information in order to contact the correct personal during an SSO. Emergency responders can assist in a number of ways (closing the area to the public, directing traffic, directing communications received, etc.).



8 Fats, Oils, and Grease Control Program

8.1 Requirements

- D.13.(vii) Fats, Oils, and Grease (FOG) Control Program:** Each Enrollee shall evaluate its service area to determine whether a FOG control program is needed. If an Enrollee determines that a FOG program is not needed, the Enrollee must provide justification for why it is not needed. If FOG is found to be a problem, the Enrollee must prepare and implement a FOG source control program to reduce the amount of these substances discharged to the sanitary sewer system. This plan shall include the following as appropriate:
- (a) An implementation plan and schedule for a public education outreach program that promotes proper disposal of FOG;
 - (b) A plan and schedule for the disposal of FOG generated within the sanitary sewer system service area. This may include a list of acceptable disposal facilities and/or additional facilities needed to adequately dispose of FOG generated within a sanitary sewer system service area;
 - (c) The legal authority to prohibit discharges to the system and identify measures to prevent SSOs and blockages caused by FOG;
 - (d) Requirements to install grease removal devices (such as traps or interceptors) design standards for the removal devices, maintenance requirements, BMP requirements, record keeping and reporting requirements;
 - (e) Authority to inspect grease producing facilities, enforcement authorities, and whether the Enrollee has sufficient staff to inspect and enforce the FOG ordinance;
 - (f) An identification of sanitary sewer system sections subject to FOG blockages and establish a cleaning maintenance schedule for each section; and
 - (g) Development and implementation of source control measures, for all sources of FOG discharged to the sanitary sewer system, for each section identified in (f) above.

8.2 Overview

The Enrollee has evaluated their system and determined that a FOG Control Program is necessary. This section will discuss the Enrollee's FOG Control Program and how it has been implemented to effectively control the quantity of FOG that is discharged into the sanitary sewer system.

8.3 Discussion of FOG Control Program

Reducing FOG involves a combination of source control and preventative maintenance. Source control involves minimizing or preventing FOG from entering the system. Preventative maintenance involves regularly cleaning and inspecting the system to prevent buildups of FOGs. Additionally, for a FOG program to be strategically implemented, it takes an understanding of the types of discharge and how the sewer system works as a whole.

Most restaurants and FSE generate FOG during food preparation, food service, and kitchen cleanup. If flushed down the drain, FOG can buildup in pipes, pumps, and equipment causing line blockages or other issues within the sewer system. Blockages can



lead to SSOs. Therefore, understanding and controlling the discharge of FOGs will greatly reduce the probability of SSOs and/or efforts required to keep lines clean.

8.4 Regulatory Requirements for FOG Control Program

If the Enrollee has evaluated their system and determined a FOG Control Program is not needed, the SSS WDR permits it, provided that the Enrollee can justify their reasoning. However, if the Enrollee deems a FOG Control Program necessary, they are then required to develop and implement one.

If deemed necessary, the FOG Control Program shall include the following, as appropriate:

Outreach - Develop an outreach program for residential and commercial customers to keep FOG out of the sanitary sewer. Describe the types of outreach methods used, such as:

- Direct mail or utility bill inserts
- Radio or newspaper ads
- Use of internet and social media
- Door hangers
- Participation in community events
- Consider translating messages into different languages to reflect the diversity of your community

Disposal method - Describe the FOG disposal method and prepare a FOG disposal list to include:

- Location of local FOG disposal facilities, including address and phone numbers for wastewater treatment facilities and waste drop off locations that may accept FOG
- Name and phone number of licensed grease haulers
- Location of the facilities that use FOG for energy recovery

Legal authority - This section should provide the legal authority to regulate FOG discharges to the sewer system. The legal authority could be a standalone Sewer Use Ordinance, a provision in a municipal code, or a permit. When writing or adopting an ordinance, keep in mind that the document should include clearly defined legal requirements and should be easily enforced. Some model ordinances are published on CalFOG.org website - <http://www.calfog.org/Programs.html> and a typical ordinance may include the following provisions:

- General prohibition
- Prohibition against discharge of FOG to the sewer
- Prohibition against discharge of FOG to a storm drain or any surface water
- Definition of FSEs, including commercial, industrial and institutions
- Discharge standards, including the allowable discharge concentration limit for fat laden waste streams, temperature, pH, and other pollutant



City of San Fernando SSMP Final Report

- Requirements for installation of grease removal devices (GRD) with design standards or a reference to building/plumbing codes
- Requirements for operation of GRD 56
- Maintenance and record keeping requirements for GRD operators
- Facility inspection program
- Reporting requirements
- Enforcement provisions, including administrative order, civil and criminal penalties
- Implementation of best management practices (BMPs) for FSEs

Requirements to Install GRDs - Acceptable FOG handling and disposal practices may be developed and written as part of a FOG Control Program. FOG handling practices may include the installation of a GRD or implementation of BMPs, which are described as follows:

- 1) If installation of a GRD is required, the following items may be considered as part of the installation plan:
 - Determine type of device (tarps, interceptor, or mechanical grease removal unit)
 - Create design standards including size, water temperature, location, and access points for sampling and inspection. Many municipal ordinances require use of Appendix H of the Uniform Plumbing Code to size grease interceptors.
 - Specify cleaning and maintenance frequency
 - Set record keeping requirement to verify the facility's maintenance, disposal, and billing records
 - Identify the required storage and disposal method (location of used grease containers and storm water pollution protection method if stored outside)
- 2) BMPs are activities that if properly implemented will reduce the discharge of FOG to the sewer. Many sewer agencies have developed BMPs that are easily available on the internet so there is no need to create new programs from scratch.

Inspection and Enforcement Authority - A FOG plan may develop a comprehensive inspection and enforcement program to include the following:

- Resources (staff, training, collection system map, etc.)
- List of FSEs
- List of FSEs with problems, ranked based on the severity of the problem(s)
- Inspection checklist to aid inspectors when reviewing FSEs
- Inspection frequency and schedule



- Location of FOG hotspots in local sewers
- Training for staff and FSEs
- Enforcement authority as described in the Legal Authority document (permit, ordinance)

Collection System Maintenance - Maintenance of the collection system for removing FOG to prevent sewer blockages or SSOs is part of the “more frequent cleaning and maintenance targeted at known problem areas” described in Section 2.4 (iv) Operation and Maintenance Program (b), which may make some of this information redundant.

The FOG maintenance program may include the following:

- Characterization of the sources of FOG
- Identification of the problem areas (Hotspots), which may include reviewing the historical cleaning data, blockage reports, or field observations
- Determining the cause of FOG-related blockages. Review other compounding factors, such as roots, rags, or insufficient pipe slope that may exacerbate a FOG problem.
- Developing a schedule using a severity index for the areas with heavy FOG to prioritize areas for cleaning. This prioritization may also consider FOG concentration, age of pipes, roots, or other field conditions.
- Defining the most effective methods of cleaning on the work orders should optimize results of cleaning efforts.
- Consider incorporating a QA/QC Plan in the cleaning schedule to ensure desired results are achieved. The plan may include random follow up inspections of some of the lines that have been cleaned, using CCTV.
- Conducting post SSO/Stoppage review – The use of CCTV and data review after blockages can be useful in determining future preventive efforts.
- Consider utilizing predictive maintenance and other collection system monitoring methods, such as use of remote monitoring devices, flow meters, or scheduled manhole/pump station inspections.

Source Control Program - Source control can be a cost-effective method of minimizing or preventing FOG from entering a sanitary sewer system. Source control may be achieved by installation of a GRD at a FSE, or by implementation of a public outreach program for both commercial and residential customers. The source control program could include the following:

- A survey program to identify all FSEs. The survey methodology should be designed to identify all types of food service and grease generating facilities (schools, hospitals, food kitchens, creameries, butcher shops, grocers, restaurants, food trucks, etc.).
- Identification of problem areas, which may include reviewing historical cleaning



data, blockage reports, or field observations.

- Public outreach programs for education of the customers on wastewater related issues, including FOG disposal and potential impacts of improper disposal. A public outreach program can include educational materials, including BMPs for both residential and commercial customers, focusing on problem areas first. Public outreach can also describe storm water pollution prevention methods as it relates to FOG handling, storage, transportation and disposal.
- Ordinance or engineering specifications for installation of GRDs in conformance with plumbing and building codes.
- Inspection programs to ensure FSEs comply with the regulatory requirements and keep their treatment devices in good working condition.
- Documentation and tracking system to ensure the program's elements and procedures are followed and progress data can be evaluated to determine the success of the FOG program. Some agencies have had good results using a manifest system that is maintained by the FSE showing proper disposal of the FOG hauled away.

8.5 Elements of FOG Control Program

The Enrollee has evaluated their service area and determined a FOG Control Program is necessary. The Enrollee has created a FOG Control Program that involves a combination of source control and preventative maintenance. The FOG Control Program aims to lower the quantity of FOG discharged into the sanitary sewer system and regular clean and inspect the system; thereby, minimizing SSOs due to excessive FOG. Elements of the FOG Control Program include:

- Kitchen Best Management Practices
- Grease Trap Installation, Operation and Maintenance Requirements
- Grease Interceptor Installation, Operation and Maintenance Requirements
- Notification Requirements
- Record Keeping and Reporting Requirements
- Permits and Enforcement
- Drawing Submittals
- Public Education

The following subsections provide a summary of the Enrollee's FOG Control Program.

8.5.1 Public Education Outreach Program

The FOG Control Program identifies several forms of media available to educate and inform residential and/or commercial customers. Media used for outreach and education purposes include direct mailers, door hangers, brochures distributed at Enrollee locations and kiosks, and announcements placed on the Enrollee's website. Information provided within these forms of media include effects of FOG in wastewater collection systems and



methods to reduce and/or limit the release of FOG into wastewater systems. All media used by the Enrollee to communicate with their customers is prepared and available in multiple languages.

8.5.2 Disposal of FOG

FOG inspection and disposal is handled by Los Angeles County Department of Public Health. At a local level, FSEs are required to pretreat wastewater containing FOG before discharging into the sewer system. Typically, pretreatment involves the use of grease traps and/or grease interceptors.

8.5.3 Legal Authority to Prohibit Discharges

The Enrollee is evaluating their legal authority and examining existing codes, ordinances, and permitting procedures. The Enrollee's ultimate goal is compliance with the SSS WDR and all other orders which may apply. If the Enrollee's current legal authority is not in line with their goal, an updated set of ordinances shall be adopted through the proper legislative channels.

8.5.4 Requirements for Installation of Pretreatment Devices

If the installation of a GDR is required, the entity is required to consult the California Plumbing Code to determine design standards including size, water temperature, location, and access points for sampling and inspection for the specific GDR. Cleaning and maintenance frequency is to be done in accordance with the manufacturer's recommendations and California Plumbing Code. Entities are required to keep record of all maintenance, disposal method and frequency, billing records, and storage methods related to GDRs.

Los Angeles County maintains record of the type and/or date of installation of GDRs at FSEs.

8.5.5 Inspection and Enforcement Authority

Inspection is handled by Los Angeles County, and to ensure FSEs are in compliance with the necessary standards, the Enrollee requires all FSEs to obtain and/or renew a Food Service Establishment Waste Discharge Permit. The permit requires FSEs to pay all required fees and to comply with the standards and policies of the Enrollee and Los Angeles County.

8.5.6 Collection System Maintenance

The Enrollee handles their own sewer system maintenance. Pipe segments with high FOG and/or root concentrations have been identified, and receive regular cleanings. Cleaning is conducted using a 2500 psi high pressure sewer jet cleaning machine. Regular cleanings prevent the occurrences of blockages and overflows. Locations with high FOG and/or root concentrations are shown below in **Table 8-1**.



Table 8-1 Hot Spot Locations

From	To		
Address	Street	Address	Street
1301	First St.	1302	First St.
1301	First St.	1302	First St.
1501	First St.	1530	First St.
1000	S. Brand Blvd.	1030	Alley off S. Brand Blvd.
1000	Coronel St.	1030	Coronel St.
1000	Hollister St.	1030	Hollister St.
1000	O'Melveny Ave.	1030	O'Melveny Ave.
805	Chatsworth Dr.	813	Chatsworth Dr.
805	Chatsworth Dr.	N/A	San Fernando Middle School

8.5.7 Source Control Measures

The Enrollee takes a proactive and ongoing approach for source control. Their outreach program educates customers on the harmful effects caused by FOGs. FSEs have requirements to install GRDs. These devices help prevent FOGs from entering the sewer system and FSEs must continually pay to register/renew their Food Service Establishment Waste Discharge Permit. Additionally, FSEs are inspected by Los Angeles County and the sewer system receives regular inspections and cleanings.



9 System Evaluation and Capacity Assurance Plan

9.1 Requirements

- D.13.(viii) System Evaluation and Capacity Assurance Plan:** The Enrollee shall prepare and implement a capital improvement plan (CIP) that will provide hydraulic capacity of key sanitary sewer system elements for dry weather peak flow conditions, as well as the appropriate design storm or wet weather event. At a minimum, the plan must include:
- (a) **Evaluation:** Actions needed to evaluate those portions of the sanitary sewer system that are experiencing or contributing to an SSO discharge caused by hydraulic deficiency. The evaluation must provide estimates of peak flows (including flows from SSOs that escape from the system) associated with conditions similar to those causing overflow events, estimates of the capacity of key system components, hydraulic deficiencies (including components of the system with limiting capacity) and the major sources that contribute to the peak flows associated with overflow events;
 - (b) **Design Criteria:** Where design criteria do not exist or are deficient, undertake the evaluation identified in “a” above to establish appropriate design criteria; and
 - (c) **Capacity Enhancement Measures:** The steps needed to establish a short- and long-term capital improvement plan (CIP) to address identified hydraulic deficiencies including prioritization, alternatives analysis, and schedules. The CIP may include increases in pipe size, I/I reduction programs, increases and redundancy in pumping capacity, and storage facilities. The CIP shall include an implementation schedule and shall identify sources of funding.
 - (d) **Schedule:** The Enrollee shall develop a schedule of completion dates for all portions of the capital improvement program developed in (a-c) above. This schedule shall be reviewed and updated consistent with the SSMP review and update requirements as described in Section D. 14.

9.2 Overview

This section will identify and discuss the means and methods used to assure that the collection system has adequate hydraulic capacity to convey dry and peak wet weather flows through the system to the ultimate disposal point without upset or discharge to the environment or private property.

9.3 Discussion on System Evaluation and Capacity Assurance Plan

This typically involves the definition of a design storm that causes the most significant flow within the collection system. If no evaluation has been made to date, the audit can establish a timeline for the completion of a capacity evaluation, including the steps necessary to complete the program. However, if the Enrollee has previously determined that no capacity deficiencies exist for the collection system, they should include reasoning as to how this determination was made. They should also include what evaluations led the Enrollee to determine that a capacity assurance element is not required at the current time. If the size and configuration of the system changes over time, the conclusions on capacity may need



to be reviewed.

The following are considerations for review:

Evaluation Process – Describe the techniques used or that will be used to evaluate capacity in all infrastructure within the collection system that has the potential to experience or has experienced SSOs due to size deficiencies in pipes, pump stations, or other appurtenances in the collection system.

Design Criteria – Describe the current infrastructure design criteria, including the selection and use of system design storm, peaking factors for pipe and pump station design, impacts of I/I on the system, and any other criteria used to project current and future flows through the collection system infrastructure.

Capacity Enhancement Measures – If deficiencies in the collection system infrastructure are discovered from the above evaluations, describe the prioritization of the capacity enhancement projects, the drivers for the capacity enhancements, and the risk that capacity enhancements present to system operations. These enhancements can be described and displayed in a table providing project titles, estimated costs, and timing for both short and long-term projects.

Schedule – Once the capacity enhancement projects are defined and prioritized, an appropriate schedule for those projects is prepared and included in the Enrollee's CIP. This section can also outline a description of the CIP, including timelines for updating processes and defining a schedule for regular review and evaluation of the capacity enhancement implementation program.



10 Monitoring, Measurement, and Program Modification

10.1 Requirements

D.13.(ix) Monitoring, Measurement, and Program Modifications: The Enrollee shall:

- (a) Maintain relevant information that can be used to establish and prioritize appropriate SSMP activities;
- (b) Monitor the implementation and, where appropriate, measure the effectiveness of each element of the SSMP;
- (c) Assess the success of the preventative maintenance program;
- (d) Update program elements, as appropriate, based on monitoring or performance evaluations; and
- (e) Identify and illustrate SSO trends, including: frequency, location, and volume.

10.2 Overview

This section will discuss how the Enrollee maintains relevant information and data related to SSMP activities, monitors the implementation of SSMP Elements, and measures the effectiveness of its SSMP Elements.

10.3 Discussion of Monitoring, Measurement, and Program Modification

Meaningful data should be identified, obtained, and displayed to support the opinion of program effectiveness or the need to revise SSMP program elements. Relevant performance indicators showing the success or failure to meet the established goals should be selected and tracked on a regular basis.

Performance indicators may include:

- Total number of SSOs per year, including the previous 3-5 years
- SSO rate, often measured as the number of SSOs/100 miles of system/year
- Number of SSOs by cause (e.g., roots, grease or FOG-related blockage, debris, line failure, capacity deficiency, storm flow exceeding design, lift station failure, or other)
- Total volume of SSOs and volume contained and returned to the system
- Number and percentage of SSOs that reached surface water
- Total volume and percentage of SSO volume that reached surface water
- Footage of main lines and percentage of system cleaned annually
- Footage of “hot spot” or high frequency cleaning compared to the total length of pipe cleaned, and percentage of system hot spot areas cleaned annually
- Percentage of “hot spots” cleaned on schedule
- Footage of main lines rehabilitated or replaced annually
- Footage of main lines and percentage of system inspected by CCTV or video



annually

- Annual number of FSE inspections and number of enforcement actions on FSEs
- Average SSO response and clean up time (response is time from call out to arrival, and clean-up is time from arrival to completion of immediate spill response action)

10.3.1 Data Maintenance Activities

The Enrollee has effectively managed and maintained relevant information pertaining to their sewer infrastructure. Relevant information includes maintenance activities, SSOs notifications, length of pipe cleaned and/or televised, quantity/cause/location of blockage, scheduled and performed maintenance of Hot Spot locations, and SSOs.

The Enrollee currently stores their data on a local server and retains hard copies of their information. However, they are in the process of transitioning over to a cloud-based storage system. The switch will increase their resiliency to potential loss of data.

10.3.2 Monitoring Activities

The MRP requires that audits, changes, and any other significant information be attached the this SSMP. As the SSMP updates and changes, the Enrollee will include any and all relevant information in the appendices of the SSMP.

10.3.3 Assessment of Preventative Maintenance Program

At regularly scheduled intervals, the Enrollee will conduct a comprehensive evaluation of the elements of the sanitary sewer system's O&M program. Elements that will be reviewed include system inventory and mapping, work order process, system inspection and assessment, objective standards, CIP project identification process, preventative maintenance procedures, repair and rehabilitation procedures, and training programs.

10.3.4 Program Updates

At regular scheduled intervals, the Enrollee shall review elements of the SSMP and other related documents. Upon assessment of these documents, if changes or updates are needed, the Enrollee shall make record of it. At a minimum, the SSMP shall be reviewed every two (2)-years, and updated and recertified every five (5)-years. Review of the SSMP may include communication among multiple staff members and/or departments, data review, and/or review of multiple technical documents. Ample review time should be given based on the length of the SSMP.

10.3.5 Identify and Illustrate SSO Trends

The Enrollee maintains record and information on emergency calls received for reporting potential actual SSOs. The Enrollee may use various types of graphics and tables to show data trends and track information such as sewer infrastructure, SSO causes, types, volume, frequency, and other information the Enrollee considers relevant.



11 SSMP Program Audits

11.1 Requirements

D.13.(x) SSMP Program Audits - As part of the SSMP, the Enrollee shall conduct periodic internal audits, appropriate to the size of the system and the number of SSOs. At a minimum, these audits must occur every two years and a report must be prepared and kept on file. This audit shall focus on evaluating the effectiveness of the SSMP and the Enrollee's compliance with the SSMP requirements identified in this subsection (D.13.), including identification of any deficiencies in the SSMP and steps to correct them.

11.2 Overview

This section will discuss the self-audits that must be done every two (2)-years. Under the SSS WDR, the Enrollee is required to conduct periodic internal SSMP audits at least every two (2) years starting from the original date of adoption. The purpose of the audit is to evaluate the effectiveness of the SSMP and its Elements and to determine the compliance of the Enrollee with the SSMP requirements.

11.3 Discussion of SSMP Program Audits

The audit must identify any deficiencies in the SSMP and any corrective actions taken or will be taken for compliance with the following SSMP Elements:

1. Goal
2. Organization
3. Legal Authority
4. Operation and Maintenance Program
5. Design and Performance Provisions
6. Overflow Emergency Response Plan
7. FOG Control Program
8. SECAP
9. Monitoring, Measurement, and Program Modifications
10. SSMP Program Audits
11. Communication Program

11.4 Discussion of Audit Reports

The core purpose of the audit is to evaluate the effectiveness of the SSMP and demonstrate compliance with the SSMP requirements. The Enrollee may want to consult with legal counsel to determine what information resulting from the internal audit evaluation is confidential and how the results of that evaluation should be presented in the SSMP audit report.

Section J of the SSS WDR states that all reports shall be certified by the LRO. These audit reports may be attached as an appendix or may be easily locatable on the Enrollee's



website.

The SWRCB and/or RWQCB may utilize SSMP audit reports during inspections to determine compliance with the SSS WDR. They may use this information to prioritize which Enrollees to inspect, identify areas to focus enforcement actions on, and to determine the need for future regulatory changes. Presentation of information in the audit report may affect the level of scrutiny the Enrollee receives.

11.5 Performance Indicators

The Enrollee may want to consider establishing a variety of performance indicators that demonstrate the effectiveness of the SSMP program. Indicators could include:

- Describing the Enrollee's goals, strategies, and successes in improving system performance, reducing SSOs, and achieving the goal(s) outlined in the SSMP;
- Identifying areas of the SSMP that need to be updated and the associated actions necessary to complete the updates; or
- Establishing metrics or benchmarks that help demonstrate SSMP effectiveness. For example, using the information reported in CIWQS to establish performance as compared to metrics and benchmarks may assist in showing improvement and effectiveness of the program over time

The Enrollee should only select performance indicators that are appropriate for their operations and management of their system and their SSMP program. Before a performance goal is established, the Enrollee should consider the cost of implementing changes to their system operations in order to meet goals, and whether sufficient resources (staff, equipment, and funding) are and will be available.

If an action is identified in the SSMP or the SSMP audit report, it is important for the Enrollee to follow through and implement the identified action. The Enrollee should not state they will do anything they do not intend on doing.



12 Communication Program

12.1 Requirements

D.13.(xi) **Communication Program.** The Enrollee shall communicate on a regular basis with the public on the development, implementation, and performance of its SSMP. The communication system shall provide the public the opportunity to provide input to the Enrollee as the program is developed and implemented.

The Enrollee shall also create a plan of communication with systems that are tributary and/or satellite to the Enrollee's sanitary sewer system.

12.2 Overview

This section will discuss the methods the Enrollee uses to communicate with the public. The Enrollee has multiple programs set up to communicate with the public on a regular basis and in the event of an SSO.

12.3 Discussion of Communication Program

The SSS WDR does not define "regular basis" in relation to how often communications should be made, but this would likely be dictated, at least in part, by budget restrictions. What is a regular basis for one Enrollee may not be regular for another.

There are numerous ways to communicate with the public, including the following that could be considered:

- Quarterly newsletters
- Enrollee website
- Board/City Council Meetings
- Flyers in billings to satellite agencies
- Flyers in billings to the ratepayers/customers
- During Public Outreach events
- During crew interactions with the public
- Creating an Advisory Council for citizens to share information with the public.

It is recommended that one person be designated as the media spokesperson when inquiries are made, particularly in times of emergency (e.g., during a large SSO event).

Training may be provided to the specific employee(s) to ensure they have extensive knowledge of all elements of the SSMP and are able to convey that information to the public or other agencies.

12.4 Public Communication

The Enrollee's Public Education and Outreach Program communicates their efforts to comply with the SSS WDR and other orders. The program serves to educate, inform, and engage key stakeholders such as agencies served by the Enrollee's wastewater collection system, or those that may be affected by an SSO. It also includes businesses, developers,



contractors, vendors, and plumbers whose business may be impacted by elements of the SSMP.

The Enrollee communicates with the public regarding the development and implementation of SSMP elements. Media in the form of news releases, articles, monthly electronic newsletter, and website provides important information.

The following includes a summary of the Enrollee's efforts to educate, inform, and engage the public in the proper utilization of the sewer system and their compliance with the SSS WDR.

12.4.1 Enrollee Official Website

The Enrollee currently maintains the website <http://www.ci.san-fernando.ca.us/> to inform the public. The website is an effective communication channel for providing alerts and/or news. The website provides access to various departments, diverse information, important announcements, agendas and minutes for City Council meetings, and other key information for residents. Once recertified, the SSMP shall be available to the public through the Enrollee's website.

12.4.2 Enrollee FOG Control Program

The Enrollee's FOG Control Program includes public education on how FOGs may negatively impact the sewer system or cause SSOs. Media such as flyers/door-hanger (presented in both English and Spanish) and postcards are mailed to residents shortly after a FOG related SSO has occurred.

12.4.3 Overflow Emergency Response Plan

The Enrollee's OERP includes a Public Advisory of Sewage Contamination Procedures. The procedures contain descriptions of actions that Enrollee staff must take to limit public access to surface waters and other areas that may have been impacted by an SSO, and to notify the public of potential hazardous conditions. Staff may use warning signs for potential public health risk. Signs are included in Attachment H of the Enrollee's OERP. Additionally, pre-scripted notices may be used and are included in Attachment I of the OERP. Pre-scripted notices may be modified to accurately reflect the conditions at the time of publication or airing.

Should additional notification of sewage contamination be deemed necessary, appropriate staff may provide further notices to be used by the media for immediate publication.

12.4.4 Public Meetings

Public meetings are held regularly and residents are encouraged to attend. Council meetings provide the residents with a forum to give feedback about the programs which impact them. During Citizen Participation, residents may address the City Council on an item which may not be on the agenda. The SSMP shall be certified during a public City Council meeting.

Copies of the Council Agenda are publicly available at the City Clerk's Office and in the lobby of the Council Chambers during the meeting. A complete agenda packet is also available for review in the Special Collections section of the San Fernando Public Library and at the Council meeting.



Project specific meetings may also be convened with community leaders and other citizens to discuss the impacts, schedule, and criteria of projects and efforts. These meetings give citizens a forum to learn about the City's activities, voice their concerns, and receive clarification on a variety of issues. Often the project managers will arrange these meetings.

12.4.5 Other

A variety of means exist to educate and inform the public regarding impacts to the Enrollee sewer system. The following list identifies several forms of media available for the Enrollee to use to educate and inform the public:

- Bi-annual inserts in water and/or sewer bills
- Press releases
- Direct mailers
- Door hangers
- Brochures distributed at City locations and kiosks
- Posters and flyers displayed prominently in public areas, such as on buses, libraries, and recreational centers
- Announcements and notices placed on the City's web site
- Advertisements placed in the City's news outlet
- Public service announcements on the City's cable television channel
- Specific events to educate the public on the effects of SSOs to the public and environment such as at an earth day fair, open house events, and other appropriate venues.

All messages that are communicated to the public should be prepared in English, Spanish, or other dominant language spoken by the target audience. Translation services may be required during any educational campaign. Educational activities should occur regularly throughout the year, and may need to be enhanced around the holidays when many residents increase their cooking activities, and consequently generate more FOG

*This Page
Intentionally
Left Blank*

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

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

Date: May 1, 2023

Subject: Consideration to Approve a Contract Amendment with Norman A. Traub & Associates, LLC, Approve a Professional Services Agreement with Chuck Thomas Investigations and JL Group, LLC to Conduct Workplace Investigations; and Authorize the City Manager to Execute All Related Documents

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve an amendment to Contract No. 2067 (Attachment "A" – Contract No. 2067(a)) with Norman A. Traub & Associates, LLC to increase the not-to-exceed compensation by \$76,722 to pay outstanding invoices;
- b. Approve a professional services agreement with Chuck Thomas Investigations (Attachment "B" – Contract No. 2152) to provide internal police investigation services for an initial not-to-exceed amount of \$25,000 per year for three (3) years;
- c. Approve a professional services agreement with JL Group, LLC (Attachment "C" – Contract No. 2153) to provide internal police investigation services for an initial not-to-exceed amount of \$25,000 per year for three (3) years;
- d. Authorize the City Manager to increase professional service agreements for internal police investigation services, as needed, in an amount not-to-exceed the approved budget authority for the City Attorney - Labor Budget; and
- e. Authorize the City Manager to make non-substantive changes and execute all related agreements.

BACKGROUND:

1. In February 2012, the City Council approved an agreement with Norman A. Traub & Associates to conduct workplace and disciplinary investigations on behalf of the Police Department as the Department did not have the resources to conduct these investigations with internal personnel. Additionally, contracting outside investigative firms provides the

Consideration to Approve a Contract Amendment with Norman A. Traub & Associates, LLC, Approve a Professional Services Agreement with Chuck Thomas Investigations and JL Group, LLC to Conduct Workplace Investigations; and Authorize the City Manager to Execute All Related Documents

Page 2 of 3

Department with an additional layer of transparency and objectivity for sensitive and complex personnel investigations.

2. Between 2018 and 2021, the City Manager approved various agreements with Norman A. Traub & Associates for amounts within the City Manager's contracting authority of \$25,000 per year for the aforementioned types of investigations. Due to unforeseen events and information discovered during their initial investigations, the actual expenditures for the additional investigations exceeded the original authorized amounts.
3. In an effort to increase the number of qualified on-call internal police investigations firms available to provide service to the City, and at the recommendation of the City's legal counsel, the Police Department is soliciting the services of Chuck Thomas Investigations and JL Group, LLC to conduct additional investigations into incidents involving Police Department personnel.

ANALYSIS:

The contracting of outside investigative services by police departments is a common industry practice, especially for smaller departments that do not have the resources to investigate complex incidents or personnel matters. Outside investigators with specified expertise allow the Department to investigate personnel matters expeditiously while balancing impartiality, fairness and transparency for the employee(s) and Department.

Currently, the Police Department has several open investigations involving Department personnel. The Police Department desires to close out the outstanding invoices with Norman A. Traub & Associates for investigations they have previously conducted and engage the services of alternate investigation firms; specifically Chuck Thomas Investigations and JL Group, LLC.

Due to the specific experience and training, professional judgement, licensing and qualified expertise in police-related personnel investigations, staff solicited proposals from highly reputable firms recommended through the City's labor attorney firm, Liebert Cassidy Whitmore. The initial proposed contract amount of \$25,000 per vendor, per year only requires an informal procurement process and is within the City Manager's contract authority. However, due to the unpredictable nature of personnel investigations, it is practical and expedient to provide flexibility to exceed the initial contract amount. This will ensure that a personnel investigation can be completed without changing investigation firms and causing costly delays in completing the investigation. Therefore, it is recommended that the City Council authorize the City Manager to increase professional service agreements for internal police investigation services, as needed, in an amount not-to-exceed the City Council approved budget authority for the City Attorney - Labor Budget.

Consideration to Approve a Contract Amendment with Norman A. Traub & Associates, LLC, Approve a Professional Services Agreement with Chuck Thomas Investigations and JL Group, LLC to Conduct Workplace Investigations; and Authorize the City Manager to Execute All Related Documents

Page 3 of 3

Investigator Chuck Thomas, principal at Chuck Thomas Investigations, is a former Huntington Beach Police Department Captain with 31 years of law enforcement experience. His expertise includes commanding all major divisions of the Huntington Beach Police Department and managing their Internal Affairs Bureau.

JL Group, LLC is staffed with investigators and attorneys who possess the professional skill set required to investigate matters such as workplace misconduct. The principals and investigators with JL Group have extensive law enforcement backgrounds, and bring a wealth of leadership, supervisory and management experience.

The professional experience, qualified expertise, and licensing possessed by Chuck Thomas Investigations and the JL Group, LLC provide the Police Department the required professional skills sets needed to properly conduct the outstanding personnel investigations.

BUDGET IMPACT:

Sufficient funding is included in the Fiscal Year 2022-2023 Budget to cover the outstanding invoices with Norman A. Traub & Associates. Additional subsequent funding for the proposed agreements will be included in the Fiscal Year 2023-2024 Proposed Budget.

CONCLUSION:

Staff recommends that the City Council approve an amendment to Contract No. 2067(a)) with Norman Traub & Associates, LLC to increase the not-to-exceed compensation by \$76,722, to pay outstanding invoices; approve a 3-year professional services agreements to provide internal police investigation services with Chuck Thomas Investigations, and JL Group, LLC for an initial not-to-exceed amount of \$25,000 per vendor, per year; authorize the City Manager to increase professional service agreements for internal police investigation services as needed in an amount not-to-exceed the approved budget authority for the City Attorney - Labor Budget; and authorize the City Manager to make non-substantive changes and execute all related agreements.

ATTACHMENTS:

- A. Contract No. 2067(a)
- B. Contract No. 2152, including:
 - Exhibit A: Scope of Work
- C. Contract No. 2153, including:
 - Exhibit A: Scope of Work



FIRST AMENDMENT PROFESSIONAL SERVICES AGREEMENT

Norman A. Traub & Associates

Investigation Services

THIS FIRST AMENDMENT (hereinafter, "First Amendment") to that certain agreement entitled "Professional Services Agreement – Investigation Services" Contract No. 2067 dated January 5, 2022 (hereinafter, "Master Agreement"), is hereby made and entered into this 1st day of May, 2023 (hereinafter, "Effective Date") by and between CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and NORMAN A. TRAUB & ASSOCIATES, a Professional Corporation (hereinafter, "CONSULTANT"). For purposes of this First Amendment, the capitalized term "Parties" shall be a collective reference to both CITY and CONSULTANT. The capitalized term "Party" may refer to either CITY or CONSULTANT, interchangeably.

RECITALS

This First Amendment is made and entered into with respect to the following facts:

WHEREAS, execution of the Master Agreement was executed by the Parties on January 5, 2022 (A true and correct copy of the Master Agreement is attached and incorporated hereto as Exhibit "A"); and

WHEREAS, although the term of the Master Agreement expired June 30, 2022, Consultant continued to provide City with the services set forth in the Master Agreement; and

WHEREAS, the services provided by Consultant after June 30, 2022 were performed to the satisfaction of City and at compensation rates consistent with those set forth in the Master Agreement;

WHEREAS, the Parties wish to retroactively extend the Expiration Date of the Master Agreement and increase the stated not-to-exceed sum for the limited purpose of authorizing the payment of invoices generated by Consultant for services rendered to the satisfaction of City following June 30, 2022;

WHEREAS, this First Amendment was approved by the City Council at its meeting of May 1, 2023 under Agenda Item 6.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

SECTION 1. The Expiration Date set forth under Section 1.C. is extended to May 15, 2023. The foregoing notwithstanding, City shall be under no obligation to assign additional tasks to Consultant from the Effective Date of this First Amendment to the new Expiration Date of May 15, 2023.

SECTION 2. The stated not-to-exceed sum set forth under Section 7.A. of the Master Agreement is increased from \$30,000 to the sum of \$76,722.

SECTION 3. Except as otherwise set forth in this First Amendment, the Master Agreement shall remain binding, controlling, and in full force and effect. Section 24 of the Master Agreement notwithstanding, this First Amendment, together with the Master Agreement, shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents (Entire Agreement). In the event of a conflict or inconsistency between the provisions of this First Amendment and the provisions of the Master Agreement, the provisions of the First Amendment shall govern and control but only to the extent of the conflict and no further.

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

CITY OF SAN FERNANDO**NORMAN A. TRAUB & ASSOCIATES:**

By: _____
Nick Kimball, City Manager

By: _____

Name: _____

Date: _____

Title: _____

APPROVED AS TO FORM

Date: _____

By: _____
Richard Padilla, Assistant City Attorney

Date: _____



2023
PROFESSIONAL SERVICES AGREEMENT
Investigation Services
Chuck Thomas Investigations and City of San Fernando

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this 1st day of May 2023 (hereinafter, the "Effective Date") by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and CHUCK THOMAS INVESTIGATIONS (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 investigation services; 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 May 1, 2023, under Agenda Item No. 6.

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 June 30, 2026 (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:** Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the services and tasks described in that certain document entitled "Scope of Work" which is attached and incorporated hereto as **Exhibit "A"** (hereinafter, the "Scope of Work"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work."

1.3 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.
- E. **COMPENSATION:** In consideration for CONSULTANT's performance under this Agreement, CONSULTANT shall be compensated in accordance with hourly rates set forth under the heading "Compensation" under the Scope of Work. The foregoing notwithstanding, CONSULTANT's total compensation may not exceed the aggregate sum of Twenty-Five Thousand Dollars (\$25,000) per year during the Term of this Agreement (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditures are first approved by the City Council. In the event CONSULTANT's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of this Agreement, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY approved amendment to the compensation terms of this Agreement.

- 1.4 PAYMENT OF COMPENSATION:** In 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.

- 1.5 ACCOUNTING RECORDS:** CONSULTANT will maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY will have the right to access and examine such records, without charge, during normal business hours. CITY will further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.6 ABANDONMENT BY CONSULTANT:** In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, CONSULTANT will deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT will only be compensated for the reasonable value of the services, tasks and other Work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II.

PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVE:** The CITY hereby designates the City Manager (hereinafter, the "CITY Representative") to act as its representative for the performance of this Agreement. The CITY Representative or their designee will act on behalf of the CITY for all purposes under this Agreement. CONSULTANT will not accept directions or orders from any person other than the CITY Representative or their designee.
- 2.2 CONSULTANT REPRESENTATIVE:** CONSULTANT hereby designates Chuck Thomas to act as its representative for the performance of this Agreement (hereinafter, "Consultant Representative"). Consultant Representative will have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. Consultant Representative or their designee will supervise and direct the performance of the Work, using their best skill and attention, and will be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the Consultant Representative will constitute notice to CONSULTANT.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS:** CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and will be available to CITY staff and the CITY Representative at all reasonable times. All work prepared by CONSULTANT will be subject to inspection and approval by CITY Representative or their designees.

2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES:

CONSULTANT represents, acknowledges and agrees to the following:

- A. CONSULTANT will perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession.
- B. CONSULTANT shall at all times employ such force, plant, materials, and tools as will be sufficient in the opinion of the CITY to perform the Services within the time limits established, and as provided herein. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, and material shall be furnished and said Services performed and completed as required by the Agreement, and subject to the approval of the CITY's authorized representative.
- C. CONSULTANT will perform all Work in a manner reasonably satisfactory to the CITY;
- D. CONSULTANT will comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.) CONSULTANT shall be liable for all violations of such laws and regulations in connection with Services. If CONSULTANT performs any work knowing it to be contrary to such laws, rules and regulations, CONSULTANT shall be solely responsible for all costs arising therefrom;
- E. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- F. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
- G. All of CONSULTANT's employees and agents (including, but not limited to, subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals will be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT will perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth under this Section or by any like failure on the part of

CONSULTANT's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONSULTANT to correct any errors or omissions will be commenced immediately upon their discovery by either Party and will be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the CITY Representative in writing and in her sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf will not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONSULTANT's profession.

2.5 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.

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: Chuck Thomas, Investigator/Owner

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.
- 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.
- 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.
- 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. 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.
- 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 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.

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.

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.
- 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.

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:

CONSULTANT:

Chuck Thomas Investigations
PO Box 2201
Mission Viejo, CA 92692
Attn: Chuck Thomas
Phone: (714) 608-5951

CITY:

City of San Fernando
117 Macneil Street
San Fernando, CA 91340
Attn: Police Department
Phone: (818) 898-1235

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.
- 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.
- 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.

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**CHUCK THOMAS INVESTIGATIONS:**

By: _____

Nick Kimball, City Manager

By: _____

Name: Chuck Thomas

Date: _____

Title: Investigator/Owner**APPROVED AS TO FORM**

Date: _____

By: _____

Richard Padilla, Assistant City Attorney

Date: _____

EXHIBIT "A"
SCOPE OF WORK

Chuck Thomas Investigations ("Consultant") will conduct administrative investigations involving employees of the San Fernando Police Department ("Police Department"). The investigations will be conducted by Private Investigator Chuck Thomas. Consultant agrees to conduct a fact-finding investigation and to report the findings to a person designated by the Police Department. The role of Consultant is that of a neutral and impartial factfinder. Consultant will not make any legal conclusions. Consultant will not provide any information to the news media regarding any investigation conducted by Consultant on behalf of the Police Department or the City of San Fernando ("City").

A. SCOPE OF INVESTIGATION(S)

Except as otherwise provided below, the investigations are limited to the specific investigation matters described below. Other issues that may arise during these investigations shall be brought to the attention of the Police Department. The preliminary Scope of the Investigations shall not be exceeded without authorization from the Police Department. The scope of the investigation may be further defined by the Investigator and Police Department as necessary.

Scope of Investigation #1: Ascertain the facts regarding an officer-involved shooting that occurred on April 10, 2021(Case #22-004) involving employees of the San Fernando Police Department.

Scope of the Investigation #2: Ascertain the facts regarding a use of force incident that occurred on December 10, 2021 (Case #22-019) involving employees of the San Fernando Police Department.

Subject to the remaining availability of authorized sums under the Not-to-Exceed Sum referenced under Section 1.3(E) of the agreement to which this Scope of Work is attached and provided the agreement remains in full force and effect at the time of assignment, the Police Department reserves the right to assign such other investigation matters to Consultant which shall be performed in accordance with the same terms and conditions set forth in this Scope of Work and the agreement to which it is attached.

B. INVESTIGATIVE REPORT

Investigator will submit comprehensive fact-finding written reports to the Police Department for each of the assignment listed under Section A above and any other assignments duly authorized by City. The reports will include sections titled Summary of Investigation, Introduction, Investigation, and Findings/Conclusions. Investigator shall not provide recommendations regarding potential subsequent actions to be taken by the Police Department against any employee resulting from the investigations.

The Consultant's designated investigator will audibly record all interviews, if possible, and will provide the Police Department with a copy of the recordings and transcripts of the interviews.

COMPENSATION

The fee for Consultant's services is \$180.00 per hour (including travel time) plus expenses. In the event the Investigator is required (by any party in this matter) to provide testimony at a post-investigation hearing, deposition, trial, or other legal proceeding; the fee is \$180.00 per hour for preparation, and \$180.00 per hour for testimony (4-hour minimum), plus expenses. The Police Department or involved employees legal counsel may place the Investigator "on call" for a trial, deposition, or hearing. In that event, the Investigator shall be compensated four (4) hours per day at \$180.00 per hour for each of the days the INVESTIGATOR is directed to be "on call."

The Police Department shall be invoiced on thirty-day basis for all services provided by the Investigator. Monthly billings are due and payable upon receipt by the Police Department, subject to the provisions of Section 1.4 (Payment of Compensation) of the agreement to which this Scope of Work is attached.

[END OF SCOPE OF WORK]



2023
PROFESSIONAL SERVICES AGREEMENT
Investigation Services
JL Group, LLC and City of San Fernando

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this 1st day of May 2023 (hereinafter, the "Effective Date") by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and JL GROUP, LLC (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 investigation services; 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 May 1, 2023, under Agenda Item No. 6.

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 June 30, 2026, (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:

Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the services and tasks described in that certain proposal of CONSULTANT dated April 26, 2023 (hereinafter, the "Scope of Work") which is attached and incorporated hereto as **Exhibit "A"**. CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work."

1.3 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: In consideration for CONSULTANT's performance under this Agreement, CONSULTANT shall be compensated in accordance with the schedule of hourly rates and charges set forth under the heading "Rate Structure" set forth in the Item A attachment to the Scope of Work. The foregoing notwithstanding, CONSULTANT's total compensation may not exceed the aggregate sum of **Twenty-Five Thousand Dollars (\$25,000)** per year during the Term of this Agreement (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditures are first approved by the City Council. In the event CONSULTANT's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of this Agreement, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY approved amendment to the compensation terms of this Agreement.

1.5 PAYMENT OF COMPENSATION: 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 the City Manager (hereinafter, the "CITY Representative") to act as its representative for the performance of this Agreement. The CITY Representative or their designee will act on behalf of the CITY for all purposes under this Agreement. CONSULTANT will not accept directions or orders from any person other than the CITY Representative or their designee.
- 2.2 CONSULTANT REPRESENTATIVE:** CONSULTANT hereby designates JEFFRY L JOHNSON, ESQ., to act as its representative for the performance of this Agreement (hereinafter, "Consultant Representative"). Consultant Representative will have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. Consultant Representative or their designee will supervise and direct the performance of the Work, using their best skill and attention, and will be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the Consultant Representative will constitute notice to CONSULTANT.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS:** CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and will be available to CITY staff and the CITY Representative at all reasonable times. All work prepared by CONSULTANT will be subject to inspection and approval by CITY Representative or their designees.

2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES:

CONSULTANT represents, acknowledges and agrees to the following:

- A. CONSULTANT will perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession.
- B. CONSULTANT shall at all times employ such force, plant, materials, and tools as will be sufficient in the opinion of the CITY to perform the Services within the time limits established, and as provided herein. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, and material shall be furnished and said Services performed and completed as required by the Agreement, and subject to the approval of the CITY's authorized representative.
- C. CONSULTANT will perform all Work in a manner reasonably satisfactory to the CITY;
- D. CONSULTANT will comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.) CONSULTANT shall be liable for all violations of such laws and regulations in connection with Services. If CONSULTANT performs any work knowing it to be contrary to such laws, rules and regulations, CONSULTANT shall be solely responsible for all costs arising therefrom;
- E. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- F. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
- G. All of CONSULTANT's employees and agents (including, but not limited to, subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals will be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT will perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth under this Section or by any like failure on the part of

CONSULTANT's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONSULTANT to correct any errors or omissions will be commenced immediately upon their discovery by either Party and will be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the CITY Representative in writing and in her sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf will not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONSULTANT's profession.

2.5 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.

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: Jeffry L. Johnson, Esq., Attorney at Law/Principal.

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.
- 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.
- 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.
- 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. 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.
- 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 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.

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.

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.
- 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.

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:

CONSULTANT:

JL Group, LLC
1831 Bent Twig Lane
Tustin, Ca 92780
Attn: Jeffry L. Johnson
Phone: (714) 272-0015

CITY:

City of San Fernando
117 Macneil Street
San Fernando, CA 91340
Attn: Police Department
Phone: (818) 898-1235

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.
- 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.
- 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.

SIGNATURES ON NEXT PAGE

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

CITY OF SAN FERNANDO

JL GROUP, LLC:

By: _____
Nick Kimball, City Manager

By: _____

Name: Jeffry L. Johnson

Date: _____

Title: Attorney at Law/Principal

APPROVED AS TO FORM

Date: _____

By: _____
Richard Padilla, Assistant City Attorney

Date: _____



JL GROUP, LLC
WORKPLACE SOLUTIONS

1831 BENT TWIG LANE
TUSTIN, CA 92780
TELEPHONE: (714) 272-0015
FACSIMILE: (626) 771-0044
E-MAIL: JLJOHNSON@JLGROUP.NET

PRINCIPALS

JEFFREY B. LOVE, ESQ. P.C.*
* A PROFESSIONAL CORPORATION
JEFFREY L. JOHNSON, ESQ.

April 27, 2023

Sent Via E-mail

Fabian Valdez
Chief of Police
San Fernando Police Department
910 First Street
San Fernando, CA 91340

Dear Chief Valdez,

Thank you for contacting our law firm to provide you neutral fact-finding administrative investigations and background services. The following is an agreement for these legal services.

The City of San Fernando (Client) has retained the JL Group, LLC as an Investigation Services Provider (ISP) to conduct independent investigations of potential workplace misconduct by Client's employee(s). The Client will determine the scope of all investigative assignments, which will include reaching factual findings about the conduct of one or more of the Client's employees. The JL Group, LLC (ISP) will perform the investigations and provide all related professional services.

Client has authorized ISP to act as a special counsel attorney to perform "*limited scope legal services.*" ISP has been retained in its capacity to provide experienced attorneys at law and or experienced licensed private investigators (based on Client's specific request) to bring its skill, training, and professional judgment to bear in conducting impartial investigations. Client understands that ISP has not been retained to represent Client in litigation, to advocate on behalf of Client or to advise Client in regard as to any steps Client should take based on the investigation results. It is expressly agreed that Client will look to its own legal counsel for such services, as well as for advice with respect to issues which may arise relating to the investigations, including, to create and preserve any privilege, the consequences of any decision to reveal all or part of the results of the investigation to third parties, the need for any interim measures, such as the propriety of placing employees on administrative leave during the pendency of the

Fabian Valdez
Chief of Police
City of San Fernando

EXHIBIT "A"
CONTRACT NO. 2153

investigation, any steps Client should take to preserve evidence, the proper scope (i.e., issues to be investigated) of the investigation, the propriety and scope of any confidentiality admonitions in light of the *Banner* decision, the propriety of any electronic searches, any obligations under state or federal fair credit reporting laws and any need for any specialized workplace "threat assessment(s)." By this contract, Client grants its informed consent for ISP to perform the limited scope legal services, as described above.

Neither ISP, nor any of its investigators, are employees of Client and are not entitled to Worker's Compensation benefits or any benefits afforded to employees of the Client.

Client and ISP agree that the objective of this engagement is for ISP to conduct impartial investigations into the conduct of Client's employees, and that ISP fulfills its duty to Client by conducting these investigations impartially and objectively. ISP does not guarantee any particular result or finding. Rather, ISP will reach findings based on an impartial and professional evaluation of the evidence available to it. Client understands that its obligation to pay fees and costs does not depend on the outcome of the investigation.

The fee for ISP's investigative services (excluding backgrounds) is as identified in the attached rate sheet, identified as *Item A*. The basic hourly rate for these services by a private investigator is \$250. In the event the ISP is required to provide testimony or other services after the completion of an investigation, such as any post-investigation hearing, deposition, mediation, meetings and/or trial related to the matter investigated, the fee is \$450 per hour (four-hour minimums) plus expenses, such as legal representation. Such post-investigation services may be required by either Client or compelled by the opposing party to a matter. The Client shall be invoiced on a thirty-day basis for all services provided by the IPS. Invoices are due upon receipt.

Please acknowledge your approval of the agreement in the place provided and return an original signed copy to: JL Group, LLC, 1831 Bent Twig Lane, Tustin, CA 92780 or by email copy to JLJohnson@JLGroup.net.

Sincerely,
JL Group, LLC

By: _____
Jeffrey L. Johnson, ESQ.
Attorney at Law/Principal

Approved by: _____ Date: _____

Title: _____

Fabian Valdez
Chief of Police
City of San Fernando

EXHIBIT "A"
CONTRACT NO. 2153

Rate Structure*
(*Effective 1/1/2023)

Regular Billing Rate (Attorney Investigator) - \$350.00 per hour – portal to portal

Regular Billing Rate (Private Investigator) - \$250.00 per hour – portal to portal

Mileage Rate - at the IRS Federal Rate

Transcripts – Actual cost

Post Investigation Billing Rate (Hearing, Deposition, Trial etc.) - \$450.00 per hour (4-hour minimums)

Paralegal/Legal Assistant Fees - \$125.00 per hour

Other Forensic Experts – as quoted with permission from the Client sought before engagement of needed services.

Hearing Standby Fee: 4 hours per day of standby/on-call at the regular billing rate for any hearing, trial or proceeding related to Attorney's services to Client.

Item A

*This Page
Intentionally
Left Blank*

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Kanika Kith, Deputy City Manager/Economic Development
Marina Khrustaleva, Associate Planner

Date: May 1, 2023

Subject: A Public Hearing to Consider Adoption of Urgency Ordinance No. U-1716, Making Findings and Extending the Rules and Regulations in Interim Urgency Ordinance No. U-1715 Establishing Temporary Moratorium on the Installation of Artificial Turf and Synthetic Grass in the City

RECOMMENDATION:

It is recommended that the City Council:

- a. Accept, file, and issue the report on the measures taken since imposing a temporary moratorium on the installation of artificial grass and synthetic turf;
- b. Conduct a Public Hearing; and
- c. Pending public testimony, waive full reading, in title only, and adopt by a four-fifths vote Urgency Ordinance No. U-1716 (Attachment "A"), "An Urgency Ordinance of the City Council of the City of San Fernando, California, making findings and extending for a period of 10 months and 15 days, regulations in Interim Urgency Ordinance No. U-1715 (Attachment "B") establishing temporary moratorium on the installation of artificial turf and synthetic grass in the City of San Fernando."

BACKGROUND:

1. In October 2015, Assembly Bill 1164 (AB 1164) was enacted to prohibit local jurisdictions from enacting or enforcing any regulations that prohibits the installation of drought-tolerant landscaping, synthetic grass, or artificial turf on residential property. However, jurisdictions may impose reasonable restrictions on the type and use of artificial turf and synthetic grass that do not substantially increase the installation cost or prohibit the installation of artificial turf and synthetic grass.
2. In response to historic drought conditions in the State of California, various water conservation measures have been implemented in recent years at the State and local level.

A Public Hearing to Consider Adoption of Urgency Ordinance No. U-1716, Making Findings and Extending the Rules and Regulations in Urgency Ordinance No. U-1715 Establishing Temporary Moratorium on the Installation of Artificial Turf and Synthetic Grass in the City

Page 2 of 5

3. On July 8, 2021, Governor Gavin Newsom declared a drought emergency for most counties in the State of California, requesting a voluntary 15 percent water usage reduction for counties from their 2020 levels. This declaration excluded Los Angeles County.
4. On October 19, 2021, Governor Newsom issued a proclamation that extended his previous drought declaration to the entire state and included Los Angeles County.
5. On November 15, 2021, the City Council adopted Resolution No. 8105 declaring a multi-year drought emergency and implementing voluntary water conservation measures of 10 percent.
6. On April 13, 2022, the City shut down its highest producing groundwater well, Well No. 2A, as a result of elevated nitrate levels in the drinking water and started importing water from the Metropolitan Water District (MWD) to meet its water demand.
7. On April 26, 2022, MWD adopted emergency measures that restrict irrigation of landscapes to one day a week, which applied to cities and water suppliers that receive State Project water from Northern California through MWD. These restrictions did not apply to San Fernando because the City receives water from Colorado River through MWD. However, the City was informed that the same restrictions may apply to the Colorado River source at later date.
8. On May 25, 2022, the State Water Resources Control Board adopted new regulations that require all urban water suppliers to consult their Water Shortage Contingency Plan (WSCP) and implement Level 2 mandatory water conservation measures. In order to meet this State mandate, the City's adopted WSCP Level 2 measures that require a mandatory 20 percent reduction in water consumption.
9. Effective October 16, 2022, the City restricted sprinkler use to one day a week. The drought conditions and related watering restrictions led to greater interest by City residents to consider replacing live grass or other live landscaping with artificial turf and synthetic grass.
10. The City does not currently have regulations for the design, installation and use of artificial turf and synthetic grass.
11. Numerous studies indicate that artificial turf and synthetic grass can have negative effects on the environment and pose certain health hazards.
12. On March 13, 2023, the Planning and Preservation Commission (Commission) discussed and supported a proposed temporary moratorium on the installation of artificial turf and synthetic grass.
13. On April 3, 2023, the City Council adopted Urgency Ordinance No. U-1715 enacting a temporary moratorium on the installation of artificial turf and synthetic grass (Attachment "B").

A Public Hearing to Consider Adoption of Urgency Ordinance No. U-1716, Making Findings and Extending the Rules and Regulations in Urgency Ordinance No. U-1715 Establishing Temporary Moratorium on the Installation of Artificial Turf and Synthetic Grass in the City

Page 3 of 5

ANALYSIS:

Urgency Ordinance No. U-1715, adopted on April 3, 2023, is effective for forty-five (45) days until May 18, 2023. The Urgency Ordinance enacts a temporary moratorium on the installation of artificial turf and synthetic grass pending the study and development of reasonable regulations. Along with adoption of the Urgency Ordinance, the City Council directed staff to a) launch a community outreach campaign informing residents of the temporary moratorium and Turf Replacement Rebate Program through MWD; b) request rebate program application assistance from MWD; and c) prepare a draft letter advocating against the state usurping the ability for local jurisdictions to enact regulations prohibiting installation of artificial turf.

Pursuant to Government Code 65858, the interim ordinance may be extended by 10 months and 15 days and subsequently extended for one year. Government Code Section 65858(d) provides as follows: *“Ten days prior to the expiration of that interim ordinance or any extension, the legislative body shall issue a written report describing the measures taken to alleviate the condition which led to the adoption of the ordinance.”* ***Issuance of this report satisfies the requirements of Government Code Section 65858(d).***

Report on Measures Taken.

Since the adoption of the temporary moratorium, the City has undertaken several measures to date to alleviate the concerns regarding installation of artificial turf and synthetic grass. Staff conducted additional research on recent State legislative initiatives, qualities of existing types of artificial turf and synthetic grass, and regulations on the installation of artificial turf that other cities currently have in place. Several cities have amended their zoning codes to provide new requirements for installation of artificial turf, and one city, City of Millbrae, has also enacted a temporary moratorium.

- **City of Carson** regulates height of piles and method of installation to provide sufficient drainage.
- **City of Cerritos** provides guidelines to residents and requests an eight (8) year warranty for artificial turf.
- **City of Cypress** provides standards pertaining to the quality or character of the materials and requests a warranty.
- **City of Glendale** allows to calculate artificial turf toward the total lot area requirement for landscaping, but does not allow to calculate it toward the live plant material requirement.
- **City of Long Beach** used to have a citywide moratorium for artificial turf. Since 2019, non-permeable paving and non-permeable artificial turf cannot cover more than 30 percent of open on-site area.

A Public Hearing to Consider Adoption of Urgency Ordinance No. U-1716, Making Findings and Extending the Rules and Regulations in Urgency Ordinance No. U-1715 Establishing Temporary Moratorium on the Installation of Artificial Turf and Synthetic Grass in the City

Page 4 of 5

- **City of Norwalk** limits the permitted area of artificial turf to 70 percent of the landscape area; balance of the landscape area is required to contain live, natural plant materials. The City regulates height of piles and color of artificial turf (a minimum of two shades of green), and requests permeable sub-base.
- **City of Millbrae** enacted a temporary moratorium on installation of artificial turf and synthetic grass to conduct studies and develop regulations and standards. The temporary moratorium has been extended twice, on December 2, 2021, and October 25, 2022. The last extension is in place for a period of one year, expiring on October 26, 2023.

In addition to research of other cities, staff launched a community outreach campaign by placing information on the temporary moratorium and available MWD rebates for drought-tolerant landscape on the City's website (www.sfcity.org/community-development/#lawn-replacement) and sending postcard to residents (Attachment "C"). On April 19, 2023, staff met with MWD to discuss hosting an in-person MWD workshop in the City to provide rebate program application assistance during late May 2023. Staff is also discussing a number of additional in-person MWD workshops to be hosted by the City over the coming months.

Extension of the Urgency Ordinance would allow adequate time for development and consideration of new regulations and standards for installation of these materials. Artificial turf is a relatively new application and the long-term environmental impacts are not fully understood. There is a growing amount of literature and studies identifying the negative impacts of artificial turf and synthetic grass and, as previously noted, many cities are reviewing their ordinances to more closely regulate the proliferation of these materials. Additionally, recent State bills prevent agencies from providing any incentives for the use of artificial turf. This developing activity makes regulation of artificial turf a complex subject that requires additional time to conduct an in-depth study. Staff recommends that the City Council extend the adopted temporary moratorium set forth in Urgency Ordinance U-1715, ten (10) months and 15 days, pursuant to Government Code 65858, which the new expiration date would be April 2, 2024. Proposed final regulations may be presented to City Council prior to the expiration date, if warranted.

Notice of this public hearing was published in the *San Fernando Valley Sun Newspaper* within the time limits set forth pursuant to Government Code Section 65858(a).

Environmental Review.

The extension of Urgency Ordinance U-1715 is exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15061(b)(3) (the "common sense exemption") and Section 15378 ("not a project") since it can be seen with certainty that adopting an ordinance extending a temporary moratorium on installation of artificial turf or synthetic grass would not pose a negative effect on the environment and in that it has no potential for resulting in either a direct physical change, or reasonably foreseeable indirect physical change in the environment.

A Public Hearing to Consider Adoption of Urgency Ordinance No. U-1716, Making Findings and Extending the Rules and Regulations in Urgency Ordinance No. U-1715 Establishing Temporary Moratorium on the Installation of Artificial Turf and Synthetic Grass in the City

Page 5 of 5

BUDGET IMPACT:

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

CONCLUSION:

Staff recommends that the City Council accept, file, and issue the report on the measures taken since imposing Urgency Ordinance U-1715 establishing a temporary moratorium on the installation of artificial grass and synthetic turf; conduct a public hearing; and pending public testimony, adopt Urgency Ordinance No. U-1716 by a four-fifths vote, extending the temporary moratorium on the installation of artificial turf and synthetic grass for a period of 10 months and 15 days with the new expiration date of April 2, 2024.

ATTACHMENTS:

- A. Urgency Ordinance No. U-1716
- B. Urgency Ordinance No. U-1715
- C. Postcard mailed to the residents

URGENCY ORDINANCE NO. U-1716

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, EXTENDING INTERIM URGENCY ORDINANCE NO. U-1715 FOR A PERIOD OF 10 MONTHS AND 15 DAYS THE TEMPORARY MORATORIUM ON THE INSTALLATION OF ARTIFICIAL TURF AND SYNTHETIC GRASS IN THE CITY OF SAN FERNANDO

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

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

WHEREAS, Government Code section 53087.7 grants the City the authority to enact reasonable restrictions on the type of artificial turf and synthetic grass that may be installed on residential property, and the design of its installation, but prohibits the City from enacting or enforcing any regulations that ban the installation of synthetic grass or artificial turf; and

WHEREAS, in response to historic drought conditions in the State of California, in recent years, various water conservation measures have been imposed by the State and local level, leading to an increased demand by residents of the City for drought tolerant landscaping, artificial turf and synthetic grass; and

WHEREAS, the City does not currently regulate the design, installation or use of artificial turf and synthetic grass within the City; and

WHEREAS, there are studies that indicate that artificial turf and synthetic grass can have negative effects on the environment and pose certain health hazards such as creating "heat islands", decreasing biodiversity, creating impenetrable barriers for ground water, releasing toxic chemicals, including those that are known to cause cancer, and creating burdens on local landfills as non-biodegradable material; and

WHEREAS, the City Council finds that the unregulated installation of artificial turf and synthetic grass poses a current and immediate threat to the public health, safety, and welfare of the residents of the City; and

WHEREAS, to allow time for the City to consider, study, and enact appropriate regulations related to the installation of artificial turf and synthetic grass, it is necessary to temporarily prohibit the installation of artificial turf and synthetic grass, to avoid conflict with the contemplated landscaping regulations, all of which shall be accomplished within a reasonable time; and

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

WHEREAS, the Planning and Preservation Commission, as part of its regular meeting of March 13, 2023, discussed the proposed temporary moratorium on the installation of artificial turf and synthetic grass and was supportive of the proposed temporary moratorium.

WHEREAS, on April 3, 2023, the City Council adopted Urgency Ordinance No. U-1715 (the "Interim Ordinance") establishing a temporary moratorium on the installation of artificial turf and synthetic grass for a period of 45 days through and including May 18, 2023; and

WHEREAS, pursuant to Government Code Section 65858, the City Council may extend the Interim Ordinance by a four-fifths (4/5ths) vote by a period of 10 months and 15 days; and

WHEREAS, on April 20, 2023, the City published a notice of a public hearing to consider the extension of the Interim Ordinance in the *San Fernando Valley Sun Newspaper* as required by Government Code Section 65858(a); and

WHEREAS, in accordance with California Government Code Section 65858 (d), a written report was issued at the City Council meeting held on May 1, 2023, describing the measures taken to alleviate the conditions which led to the adoption of the Interim Ordinance and steps taken to study potential risks of artificial turf and synthetic grass and develop new regulations and standards for installation of these materials. Said report satisfies the requirements of Government Code Section 65858(d); and

WHEREAS, the City Council desires to extend the Interim Ordinance by 10 months and fifteen 15 days to allow sufficient time to continue studying and formulating regulations for installation of artificial turf and synthetic grass; and

WHEREAS, on May 1, 2023, the City Council conducted a public hearing to consider the extension of the Interim Ordinance per California Government Code Section 65858, at which time all interested parties were heard.

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

SECTION 1. Urgency Findings

- A. The Recitals above are true and correct.

- B. All of the findings cited in the Interim Ordinance concerning the existence of an immediate concern to the City's local planning and land use regulations continue to be valid and are incorporated herein by reference.
- C. In accordance with Government Code Section 65858(a), and pursuant to the findings stated herein, the City Council hereby finds and declares: (i) that the findings and determinations above are true and correct; (ii) that there exists a current and immediate threat to the public health, safety, and welfare requiring this Urgency Ordinance extending the temporary moratorium originally established by Urgency Ordinance; and (iii) that this Urgency Ordinance is necessary for the immediate preservation of the public peace, health, and safety as set forth herein.

SECTION 2. Moratorium.

This Urgency Ordinance extends for a period of ten (10) months and fifteen (15) days, that previously adopted Interim Ordinance, which imposed a 45-day moratorium on installation of artificial turf and synthetic grass within the City. The City Council continues to declare a moratorium and no artificial turf or synthetic grass shall be installed within the City of San Fernando during the effective period of this Urgency Ordinance. The moratorium shall apply citywide to all properties within City limits.

SECTION 3. CEQA Finding.

The City Council hereby finds that this Urgency Ordinance is exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15061(b)(3) (the "common sense exemption") and Section 15378 ("not a project") since it can be seen with certainty that adopting the Urgency Ordinance extending temporary moratorium on installation of artificial turf and synthetic grass will not pose a significant effect on the environment, and in that it has no potential for resulting in either a direct physical change, or reasonably foreseeable indirect physical change in the environment.

SECTION 4. Severability.

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

SECTION 5. Effective Date

This Urgency Ordinance shall take effect immediately upon adoption by a vote of at least four-fifths of the City Council. and shall remain in full force and effect through and including April 2, 2024.

PASSED, APPROVED AND ADOPTED by the City Council of the City of San Fernando at a regular meeting held on this 1st day of May, 2023.

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

ATTEST:

Julia Fritz, City Clerk

APPROVED AS TO FORM:

Richard Padilla, Assistant City Attorney

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing Urgency Ordinance No. U-1716 was adopted at a regular meeting of the City Council of the City of San Fernando, California held on the 1st day of May, 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 May 2023.

Julia Fritz, City Clerk

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**

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

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

WHEREAS, in October 2015, Assembly Bill (AB) 1164 was enacted prohibiting local jurisdictions from enacting or enforcing any regulations that prohibit the installation of drought-tolerant landscaping, synthetic grass, or artificial turf on residential property; and

WHEREAS, Government Code section 53087.7 codifies AB 1164 and grants the City the authority to enact reasonable restrictions on the type of artificial turf and synthetic grass that may be installed on residential property, and the design of its installation; and

WHEREAS, the State of California has been experiencing historic drought conditions, which has led to various water conservation measures at the State and local level; and

WHEREAS, on July 8, 2021 and October 19, 2021, Governor Gavin Newsom declared a drought emergency in the State of California, requesting a voluntary 15 percent water usage reduction for counties from their 2020 levels; and

WHEREAS, on November 15, 2021, the City Council adopted Resolution No. 8105 declaring a multi-year drought emergency and implementing voluntary water conservation measures of 10 percent; and

WHEREAS, on April 26, 2022, the Metropolitan Water Board of Southern California declared a Water Shortage Emergency for the State Water Project dependent areas and executed an Emergency Water Conservation Program requiring member agencies to immediately cut water use by implementing one-day-a-week watering restrictions; and

WHEREAS, on May 25, 2022, the State Water Resources Control Board adopted new regulations that require all urban water suppliers to consult their Water Shortage Contingency Plan (WSCP) and implement Level 2 mandatory water conservation measures; and

WHEREAS, on June 6, 2022, the City adopted Water Shortage Contingency Plan (WSCP) Level 2 measures requiring mandatory 20 percent reduction in water consumption to comply with the State mandate; and

WHEREAS, effective October 16, 2022, the City restricted sprinkler irrigation use to one day a week; and

WHEREAS, the drought conditions and related watering restrictions has led to greater interest by residents of the City of San Fernando to consider replacing live turf or other live landscaping with artificial turf and synthetic grass; and

WHEREAS, the City currently does not regulate the design, installation or use of artificial turf and synthetic grass within the City; and

WHEREAS, numerous studies indicate that artificial turf and synthetic grass can have negative effect on the environment and pose certain health hazards such as creating “heat islands”, decreasing biodiversity, creating impenetrable barriers for ground water, releasing toxic chemicals, including those that are known to cause cancer, and creating burden on local landfills as non-biodegradable material; and

WHEREAS, in light of the studies above and the lack of clearly articulated regulations in the San Fernando City Code (SFCC), the City Council finds that the unregulated installation of artificial turf and synthetic grass poses a current and immediate threat to the public health, safety, and welfare of the residents of the City; and

WHEREAS, to ensure its residents are adequately protected from the health and safety impacts of unregulated installation of artificial turf and synthetic grass and to allow time for the City to consider, study, and enact appropriate regulations related to the installation of artificial turf and synthetic grass, it is necessary to temporarily prohibit the installation of artificial turf and synthetic grass in the City, to avoid conflict with the anticipated landscaping regulations, all of which shall be accomplished within a reasonable time; and

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

WHEREAS, the Planning and Preservation Commission, as part of its regular meeting of March 13, 2023, discussed the proposed temporary moratorium on the installation of artificial turf and synthetic grass and was supportive of the proposed temporary moratorium.

WHEREAS, on March 23, 2022, the City Clerk published a notice of a public hearing to be held on April 3, 2023, for the City Council to consider and approve a proposed Urgency Ordinance (U-1715) to establish a temporary moratorium on the installation of artificial turf and synthetic grass in the *San Fernando Sun* as required by Government Code Section 65858(a); and

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

WHEREAS, the City Council has duly considered all information presented to it, including written staff reports, and any testimony provided at the public hearing; and

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

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

SECTION 1. Urgency Findings

- A. The Recitals above are true and correct.
- B. All of the findings cited in Urgency Ordinance No. 1715 concerning the existence of an immediate concern to the City's local planning and land use regulations.
- C. In accordance with Government Code Section 65858(a), and pursuant to the findings stated herein, the City Council hereby finds and declares: (i) that the findings and determinations above are true and correct; (ii) that there exists a current and immediate threat to the public health, safety, and welfare requiring this Urgency Ordinance; and (iii) that this Urgency Ordinance is necessary for the immediate preservation of the public peace, health, and safety as set forth herein.

SECTION 2. Moratorium.

During the term of this Urgency Ordinance, including any extensions hereto, no artificial turf or synthetic grass shall be installed within the City of San Fernando. This temporary moratorium shall apply citywide to all properties within City limits.

SECTION 3. CEQA Finding.

The City Council hereby finds that this Urgency Ordinance is exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15061(b)(3) (the "common sense exemption") and Section 15378 ("not a project") since it can be seen with certainty that adopting the Urgency Ordinance establishing a temporary moratorium on the installation of artificial turf or synthetic grass will not pose a significant effect on the environment.

SECTION 4. Severability.

If any section, subsection, sentence, clause, or phrase of this Urgency Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent

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

SECTION 5. Authority, Effective Date and Term of Ordinance

This Urgency Ordinance is enacted in accordance with the authority granted by Government Code Section 65858, and shall take effect immediately upon adoption by a vote of at least four-fifths of the City Council. This Urgency Ordinance shall be in full force and effect for a period of forty-five (45) days from the date of adoption, unless extended prior to its expiration by the further action of City Council as provided in Government Code Section 65858.

PASSED, APPROVED AND ADOPTED by the City Council of the City of San Fernando at a regular meeting held on this 3rd day of April 2023.

DocuSigned by:

Celeste Rodriguez

1802A32830E7406...

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

ATTEST:

DocuSigned by:

Julia Fritz

E4162E636E934B3...

Julia Fritz, City Clerk

APPROVED AS TO FORM:

DocuSigned by:

Richard Padilla

9E6768364A9F4FC...

Richard Padilla, Assistant City Attorney

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing Urgency Ordinance No. U-1715 was adopted at a regular meeting of the City Council of the City of San Fernando, California held on the 3rd day of April, 2023 by the following vote of the City Council:

AYES: Solorio, Fajardo, Montañez, Mendoza, Rodriguez - 5

NAYS: None

ABSENT: None

ABSTAINED: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this 6th day of April 2023.

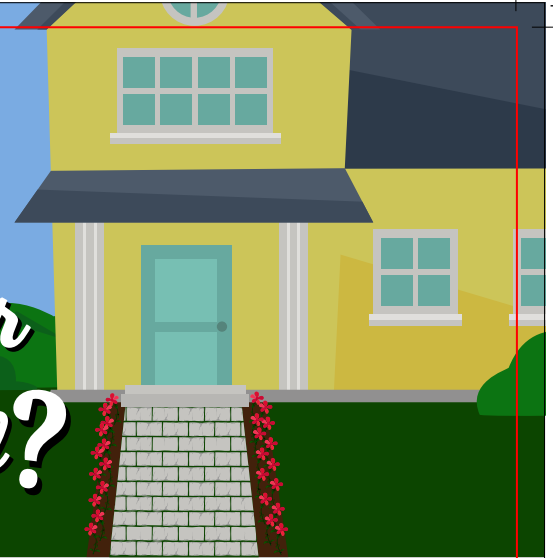
DocuSigned by:

E4162E636E934B3...
Julia Fritz, City Clerk



THE CITY OF
SAN FERNANDO

*Are you looking to replace your
front lawn or use artificial turf?*



BE AWARE:

Artificial turf and synthetic grass is temporarily prohibited in San Fernando

City Code requires 50% of your front yard to have living plants

The City is exploring modification to front yard landscape standards

Your landscape project may qualify for a Turf Replacement Program offered by MWD*

Before starting your landscape project...

Contact the Community Development Department to learn about permit requirements, *sign-up for FREE turf replacement workshops, and get recommendations for creating a beautiful climate-appropriate landscape.

For more information:

SFCITY.ORG/Community-Development/#Lawn-Replacement

CommunityDevelopment@sfcity.org | (818) 898-1227 |





LA CIUDAD DE
SAN FERNANDO

LOCAL POSTAL CUSTOMER

PRSRT STD
ECRWSS
U.S. POSTAGE
PAID
EDDM RETAIL

¿Está considerando reemplazar su pasto o usar césped artificial?

SE LE INFORMA QUE:

El césped artificial y pasto sintético están temporalmente prohibidos en San Fernando

El código de la ciudad requiere que el 50% de su patio de enfrente tenga plantas vivas

La ciudad está analizando modificaciones a las normas para el patio de enfrente

Su proyecto de paisaje puede calificar para un programa de Reemplazo de Césped ofrecido por MWD *

Antes de empezar su proyecto de paisaje...

Contacte al Departamento de Desarrollos Comunitarios para informarse sobre los permisos requeridos, *inscríbese para talleres GRATUITOS sobre el reemplazo del césped, y obtenga recomendaciones para crear un paisaje hermosa apropiado para el clima.

Para mas información:

SFCITY.ORG/Community-Development/#Lawn-Replacement

CommunityDevelopment@sfcity.org | (818) 898-1227 |



*This Page
Intentionally
Left Blank*

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

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

Date: May 1, 2023

Subject: Consideration to Award a Professional Service Agreement to The Very Creative Firm to Manage and Implement the Northeast Valley Community Street Festival A Metro Open Streets Event

RECOMMENDATION:

It is recommended that the City Council:

- a. Award a Professional Service Agreement (Attachment "A" - Contract No. 2154) to The Very Creative Firm, not to exceed \$487,563, to manage and implement the Northeast Valley Community Street Festival a Metro Open Street event; and
- b. Authorize the City Manager to make non-substantive changes and execute all related documents.

BACKGROUND:

1. On June 24, 2021, the Los Angeles County Metropolitan Transportation Authority (Metro) Board approved the Open Streets Grant Program Cycle Four making \$5 million of Los Angeles County Proposition C funds available for temporary events that close or partially close the street to automotive traffic and open them to people to walk or bike ("Open Street Events").
2. Between August 1, 2021, and September 13, 2021, the Recreation and Community Services (RCS) Department collaborated with the Los Angeles Department of Transportation (LADOT) and the Los Angeles City Council District 7 (CD7) staff on a joint application for the Open Street Grant Program. The City would serve as the Fiscal Agent of the grant funds and implement the San Fernando segment of the Open Streets event, while LADOT and CD7 would coordinate the Sylmar and Pacoima segments of the Open Streets Event.
3. On September 15, 2021, the City submitted a joint application to the Metro to host a regional Open Streets Event entitled the Northeast Valley Community Street Festival. The Open Streets Event encompasses the communities of Sylmar, Pacoima, and the City of San Fernando along a 7.5-mile route.

Consideration to Award a Professional Service Agreement to The Very Creative Firm to Manage and Implement the Northeast Valley Community Street Festival A Metro Open Streets Event

Page 2 of 5

4. On December 2, 2021, Metro approved an award of \$500,000 to the City to implement an Open Streets Event titled The Northeast Valley Community Street Festival (NVCSF). Due to the Los Angeles County Counsel workload, the Metro agreement for implementing the Open Streets Event was significantly delayed.
5. On October 27, 2022, the City received the executed agreement for the NVCSF. RCS staff began meeting with LADOT and CD7 staff and formed a Steering Committee to coordinate the Open Streets Event. A recommendation brought forward by the Committee was to hire a consultant to manage and implement the Northeast Valley Community Street Festival.
6. On February 6, 2023, the City released a Notice Inviting Bids (NIB) for Program Management Services, which was due on March 6, 2023. The initial NIB release did not garner any responses, so the deadline was extended until March 31, 2023. The extra time yielded three proposal submissions.
7. Between April 3, 2023, and April 13, 2023, the Steering Committee rated the three proposals and, on April 19, 2023, the top two firms were interviewed to better gauge their qualifications and experience in managing and implementing large-scale events such as a Metro Open Streets event.

ANALYSIS:

The success of the San Fernando Street Festival on March 31, 2018, and the Slow Streets event on December 3, 2021, encouraged staff to apply for the Metro Open Streets Grant Cycle Four program. Both the San Fernando Street Festival and the Slow Streets event brought together local businesses, community groups, and organizations serving the Northeast San Fernando Valley. An estimated 10,000 people participated in the festivities that offered participants a conduit to celebrate the rich cultural heritage of the City with live entertainment, dance performances, and art exhibitions. The events also provided local merchants, service groups, and faith-based organizations an opportunity to connect with neighbors, sparked local business, and educated the public on alternative modes of transportation.

The Metro Open Streets Grant program awarded the City's application \$500,000 to implement the Northeast Valley Community Street Festival (NVCSF), which is a collaborative effort between the Los Angeles Department of Transportation (LADOT), Los Angeles Council District 7 (CD7) and the City. The collaboration encompasses the communities of Sylmar, Pacoima, and the City of San Fernando along a 7.5-mile route. The City of San Fernando will be the lead agency, with support from the LADOT and CD7 to oversee all work related to this event. The NVCSF event is scheduled to take place on Saturday, September 23, 2023, between 10:00 am and 2:00 pm.

Consideration to Award a Professional Service Agreement to The Very Creative Firm to Manage and Implement the Northeast Valley Community Street Festival A Metro Open Streets Event

Page 3 of 5

Upon notice of the Metro Open Streets Grant award a Steering Committee composed of the RCS Director and Assistant to the City Manager (City), the Director of Planning and Economic Development and Public Project Deputy (CD7), and the Supervising Transportation Planner I (LADOT) was formed to guide the event in their respective communities. The first item of business the Steering Committee acted on was to select a consultant that would manage and implement the NVCSF event.

The Steering Committee evaluated each of the three firms based on how well they responded to the Request for Proposals (Attachment "A," Exhibit "A") minimum bid criteria requested in the NIB. The sections that were evaluated included the following:

- A Proposal Summary and Profile.
- The firm's Community Engagement Plan.
- The Firm's Qualifications (detailing experience on similar projects/clients).
- A Project Work Plan.
- A Project Staffing Description.
- A Proposal Cost Breakdown.

Based on the Steering Committee's initial evaluation, two of the three firms were invited to an interview for further evaluation of their qualifications and experience. The firms interviewed included Community Arts Resources and The Very Creative Firm. The interviews were held on April 19, 2023. Both firms interviewed demonstrated a high-level of experience and qualifications in the field of large-scale event management and provided references for similar events with other municipalities. The Committee focused on determining which firm best demonstrated its capacity to implement the NVCSF event. The panel also gauged how the firms would work with the City, CD7, and LADOT staff to ensure the NVCSF event will be impactful to the Northeast Valley community and stay within the grant budget.

The interview also evaluated each firm's community engagement plan and how community feedback would be incorporated into the activity hubs and involvement of local businesses, faith-based groups, and community organizations. The panel looked at experience, philosophy, and methods used to integrate the community voice into the event. Other key elements staff considered included each event scope, creative approach, branding, and traffic control for a large-scale event.

The Very Creative Firm provided a concise and detailed explanation of how the firm planned to meet the needs of the NVCSF; their responses conveyed their vision of the Open Streets Event program. The Very Creative Firm has extensive experience implementing large-scale events and is a strong proponent of involving the community in the planning of events. Based on the criteria specified in the RFP and review of the proposals submitted and the interviews with the two firms, The Very Creative Firm was determined to be most suitable to implement the NVCSF event. Based on the overall project understanding, qualifications, relative project experience, project

Consideration to Award a Professional Service Agreement to The Very Creative Firm to Manage and Implement the Northeast Valley Community Street Festival A Metro Open Streets Event

Page 4 of 5

approach, methodology, and proposed cost (Attachment “A,” Exhibit “B”), staff recommends that the Very Creative Firm be awarded a Professional Services Agreement to manage and implement the Northeast Valley Community Street Festival.

BUDGET IMPACT:

The total cost of the NVCF event is \$600,000. The cost includes the \$500,000 Metro grant and a 20% match (\$100,000) that will be split between CD7 and the City at a 50/50 ratio. The match can be satisfied with local funds or In-Kind contributions to the event.

SOURCES		
Fund	Account Number	Allocation
Metro Grant	110-3697-3711	\$ 500,000
City Match (In-Kind)	N/A	\$ 50,000
CD7 (In-Kind)	N/A	\$ 50,000
Total Sources:		\$ 600,000

USES		
Activity	Account Number	Cost
Outreach	110-420-3711-4260 & In-Kind Match	\$ 105,000
Pre-Event Planning	110-420-3711-4260 & In-Kind Match	\$ 247,000
Event Day Cost	110-420-3711-4260 & In-Kind Match	\$ 248,000
Expenditures-to-Date		\$ -
Total Uses:		\$ 600,000

The Very Creative Firm fee is \$487,563, which is within the \$500,000 Open Streets Grant that has been incorporated into the Fiscal Year 2022-2023 Budget.

CONCLUSION:

It is recommended that the City Council Award a Professional Service Agreement to The Very Creative Firm not to exceed \$487,563 to manage and implement the Northeast Valley Community Street Festival a Metro Open Street event; and Authorize the City Manager to make non-substantive changes and execute all related documents.

Consideration to Award a Professional Service Agreement to The Very Creative Firm to Manage and Implement the Northeast Valley Community Street Festival A Metro Open Streets Event

Page 5 of 5

ATTACHMENT:

- A. Contract No. 2154, including:
 - Exhibit A: Request for Proposals
 - Exhibit B: The Very Creative Firm Proposal



2022

PROFESSIONAL SERVICES AGREEMENT

(Engagement: Program Management Services Open Streets Event)

(Parties: The Very Creative Firm and City of San Fernando)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this 1st day of May, 2023 (hereinafter, the "Effective Date") by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and THE VERY CREATIVE FIRM, (hereinafter, "CONSULTANT"). For the purposes of this Agreement, CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably, as appropriate.

RECITALS

WHEREAS, CITY requires professional consulting services for Program Management Services for the Northeast Valley Community Street Festival an Open Streets Event; 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 May 1, 2023, under Agenda Item No. 8.

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

I.

ENGAGEMENT TERMS

1.1 SCOPE OF WORK:

- A. Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the services and tasks described in that certain Request for Proposals of CITY entitled "Program Management Services Open Streets Event", (hereinafter, "CITY RFP") and the written proposal of CONSULTANT entitled "Response to Proposal City of San Fernando RFP – Program Management Services for Open Streets Event" (hereinafter, the "CONSULTANT Proposal") dated March 31, 2023. The CITY RFP and the CONSULTANT Proposal are attached and incorporated hereto as **Exhibit "A"** and **"B"** respectively. The term "Scope of Work" shall be a collective reference to the CITY RFP and the CONSULTANT PROPOSAL. The capitalized term "Work" shall be a collective reference to all the various services and tasks referenced in the Scope of Work. In the event of any conflict or inconsistency between the provisions of the document entitled CITY RFP and the provisions of the document entitled

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

1.2 PROSECUTION OF WORK:

- A. Time is of the essence of this Agreement and each and every provision contained herein. The Work shall be commenced within three (3) calendar days of CITY's issuance of a Notice to Proceed. CONSULTANT shall complete the various tasks identified in the Scope of Work within the timeframes set forth in the Scope of Work and shall complete all of the Work by or before December 31, 2023, (the "Completion Date");
- B. CONSULTANT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees, or other consultants, contractors, or agents;
- C. CONSULTANT shall not claim or be entitled to receive any compensation or damage because of the failure of CONSULTANT, or its subconsultants, to have related services or tasks completed in a timely manner;
- D. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT's employees; and
- E. CONSULTANT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

1.3 COMPENSATION: CONSULTANT shall perform the Work in accordance with "Budget Overview – City of San Fernando Festival 2023" (hereinafter, the "COMPENSATION RATE"). The foregoing notwithstanding, CONSULTANT's total compensation for the performance of all Work contemplated under this Agreement, will not exceed the total budgeted aggregate sum of Four Hundred Eighty-Seven Thousand Five Hundred Sixty-Three **(\$487,563)** (hereinafter, the "Not-to-Exceed Sum") during the prosecution of this Agreement, unless such added expenditure is first approved by the City Council. In the event CONSULTANT's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of this Agreement, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY approved amendment to the compensation terms of this Agreement.

1.4 PAYMENT OF COMPENSATION: Following the conclusion of the work requested in Section 1.1, CONSULTANT shall submit to CITY an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including

services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's compensation is a function of hours worked by CONSULTANT's personnel, the invoice should indicate the number of hours worked, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY will notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY will pay all undisputed amounts included on the invoice. CITY will not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

1.5 ACCOUNTING RECORDS: CONSULTANT will maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY will have the right to access and examine such records, without charge, during normal business hours. CITY will further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, CONSULTANT will deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT will only be compensated for the reasonable value of the services, tasks and other Work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II.

PERFORMANCE OF AGREEMENT

2.1 CITY'S REPRESENTATIVE: The CITY hereby designates Julian Venegas, Director of Recreation and Community Services (hereinafter, the "City Representative") to act as its representative for the performance of this Agreement. The City Representative or their designee will act on behalf of the CITY for all purposes under this Agreement. CONSULTANT will not accept directions or orders from any person other than the CITY Representative or their designee.

2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates Fransiska Wechersser, CEO, to act as its representative for the performance of this Agreement (hereinafter, "Consultant Representative"). Consultant Representative will have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. Consultant Representative or their designee will supervise and direct the performance of

the Work, using their best skill and attention, and will be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the Consultant Representative will constitute notice to CONSULTANT.

2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and will be available to CITY staff and the CITY Representative at all reasonable times. All work prepared by CONSULTANT will be subject to inspection and approval by CITY Representative or their designees.

2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES:

CONSULTANT represents, acknowledges and agrees to the following:

- A. CONSULTANT will perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;
- B. CONSULTANT shall at all times employ such force, plant, materials, and tools as will be sufficient in the opinion of the CITY to perform the Services within the time limits established, and as provided herein. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, and material shall be furnished and said Services performed and completed as required by the Agreement, and subject to the approval of the CITY's authorized representative;
- C. CONSULTANT will perform all Work in a manner reasonably satisfactory to the CITY;
- D. CONSULTANT will comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.). CONSULTANT shall be liable for all violations of such laws and regulations in connection with Services. If CONSULTANT performs any work knowing it to be contrary to such laws, rules and regulations, CONSULTANT shall be solely responsible for all costs arising therefrom;
- E. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- F. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and

- G. All of CONSULTANT's employees and agents (including, but not limited to, subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals will be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

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

- 2.5 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.

- 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:

Fransiska Weckesser - Executive Producer
Martin Van Der Werff - Creative Director
Catherine Ferrier - Senior Project Manager & Staff Manager
Fernando Vazquez - Creative Producer
Lauren Slone - Line Producer
Sara Jansen - Project Manager
Margo Williams - Project Manager
Michael Douglas - Project Manager - Traffic, Public Safety & Operations
Maroun Saab - Project Manager
Billy Steffens - 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.

- 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 will have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.

- B. 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 shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per accident for bodily injury and property damage.
- C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which will indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.
- D. 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.

- 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. 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.
- 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 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.

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.

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 1.4, above, will be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT will be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY will operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement will constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder will be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;

iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or

iv. The CITY may exercise any other available and lawful right or remedy.

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

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:

CONSULTANT:

The Very Creative Firm LLC
631 N Kilkea Drive
Los Angeles, CA 90048
Attn: Fransiska Weckesser, CEO
Phone: (310) 498-2661

CITY:

City of San Fernando
117 Macneil Street
San Fernando, CA 91340
Attn: Recreation and Community Services
Phone: (818) 898-1290

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.
- 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.
- 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.

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

THE VERY CREATIVE FIRM

By: _____
Nick Kimball, City Manager

By: _____

Name: _____

Date: _____

Title: _____

APPROVED AS TO FORM

Date: _____

By: _____
Richard Padilla, Assistant City Attorney

Date: _____

REQUEST FOR PROPOSALS



The Recreation and Community Services Department is requesting proposals for:

PROGRAM MANAGEMENT SERVICES OPEN STREETS EVENT

RELEASE DATE: February 6, 2023

RESPONSE DUE: March 6, 2023

GENERAL INFORMATION

The City of San Fernando is located in the northeast San Fernando Valley and is encircled by the City of Los Angeles. The City of San Fernando is approximately 2.4 square miles and has a population of nearly 24,000 residents. The Recreation and Community Services Department is collaborating with the City of Los Angeles Council District Seven, in particular the communities of Pacoima and Sylmar with a population of nearly 170,457 citizens, to host a Metro Open Streets Grant Event. The Open Streets Event will transform busy roads and thoroughfares into open spaces for walking, bike riding, skateboarding, or any non-motorized modes of transportation. The event also provides an opportunity for local businesses and community-based organizations to promote their goods and services to the event participants.

The Open Streets Event billed as the Northeast Valley Community Street Festival (NVCSF) will connect the City of San Fernando with the neighborhoods of Sylmar and Pacoima along a 7.5-mile route utilizing San Fernando Road, Maclay Avenue, and Van Nays Blvd. The NVCSF event is scheduled to take place on Saturday, September 23, 2023, between the hours of 10:00 am and 2:00 pm. The route will feature a minimum of five themed legs or activity zones where community members will interact with exercise demos, public art displays, and cultural and live performances. A more detailed description of the activity zones is available in the NVCSF Event Description (Exhibit A) of this Request for Proposals (RFP).

The City of San Fernando ("City") is seeking proposals from qualified firms ("Consultant") to provide Event Management services (hereinafter referred to as "Services") for the City's 2023 Northeast Valley Community Street Festival, in accordance with the terms and conditions prescribed in this RFP. Respondents are advised to read this information carefully prior to submitting a proposal.

BACKGROUND

The City of San Fernando was incorporated in 1911 and is currently organized according to the City Council/City Manager form of government with six departments, including Administration, Police Department, Public Works Department, Recreation and Community Services Department, Community Development Department, and Finance Department. The City employs approximately 100 full-time employees from a total Adopted Budget for the fiscal year 2022-2023 of \$53.8 million, which includes a General Fund budget of \$25.3 million. The City is a cost-conscious provider of outstanding public services to its citizens and local businesses.

The City actively pursues grant funding to augment and enhance the programs and services provided to the public. One such grant is the Metro Open Streets Event program, which is funded by Proposition C. As a recipient of public funds, the City believes in an open competitive process for awarding product and service contracts. The City evaluates all proposals submitted to select the best Consultant for the public dollar. The City is interested in receiving responsive and

competitive proposals from experienced and qualified Consultants to provide Services for the NVCSF event. The following describes the technical environment, contractor staffing, qualifications, and performance expectations for this RFP.

INSTRUCTIONS FOR SUBMITTING CONTRACTORS

A. Examination of Proposal Documents

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

B. Questions/Clarifications

Please direct any questions regarding this RFP to Julian Venegas, Recreation and Community Services Director, via e-mail at jvenegas@sfcity.org. Questions must be received by 5:00 p.m. on **Wednesday, February 22, 2023**. Responses to all questions received prior to the deadline will be posted on the City's website on **Monday, February 27, 2023**.

C. Submission of Bid Proposals

Firms must submit their proposals as a hard copy and as an electronic copy. Hard copies may be sent in a sealed envelope to the San Fernando City Clerk's Office, located at 117 Macneil Street, San Fernando, California, 91340. Electronic copies may be sent to Julian Venegas, Recreation and Community Services Director, at jvenegas@sfcity.org, with the subject line "City of San Fernando RFP – Program Management Services for Open Streets Event." All bid proposals must be received on or before **Monday, March 6, 2023, at 4:30 p.m.** All proposals received after the due date will not be accepted.

D. Withdrawal of Proposals

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

E. Rights of the City of San Fernando

This RFP does not commit the City to enter into a Contract, nor does it obligate the City to pay for any costs incurred in the preparation and submission of proposals or 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 for Proposal process;
- 6) Approve or disapprove the use of particular sub-contractors;
- 7) Negotiate with any, all, or none of the prospective firms;
- 8) Solicit best and final offers from all or some of the prospective firms;
- 9) Accept other than the lowest offer; and/or
- 10) Waive informalities and irregularities in the proposal process.

F. Contract Type

It is anticipated that a standard Professional Services Agreement (PSA) contract will be executed subsequently to City Council review and approval of the recommended firm. A sample of the standard PSA agreement is enclosed as Exhibit "B".

G. Collusion

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

SCOPE OF WORK

The City of San Fernando is soliciting proposals from qualified and experienced firms to manage the Northeast Valley Community Street Festival, a Metro Open Streets Event. The NVCSF is a 7.5-mile street closure event that connects the City of San Fernando, Sylmar, and Pacoima through the corridors of San Fernando Road, Maclay Avenue, and Van Nays Boulevard. The event utilizes communal gathering locations such as the Downtown District, Westside Park, Bradly Plaza, and Pacoima City Hall to serve as activity zones. The event will highlight alternative modes of transportation at the San Fernando/Sylmar Metrolink Station, and the Mission City Bike Trail.

The streets closures void of motor vehicles will allow the public to walk, bike, or take transit, possibly for the first time. The route activities will include, but not be limited to, walking fun zones, farmers markets, physical activity challenges, music and dance performances, and street art exhibitions. A 5K Run/Walk activity may be hosted if feasible within the greater Open Streets event. Hubs or legs along key communal gathering places will host the activities mentioned. A description of the legs' activities is available in the Event detailed attached as Exhibit "A".

Prospective Consultants should have significant and relevant experience and familiarity in hosting events that promote bicycle and pedestrian awareness, the safe use of bicycles, and pedestrian

activity by connecting diverse portions of the Northeast San Fernando Valley region through temporary public spaces, free of cars and traffic, and open to non-motorized modes of mobility. The projected timeline for implementation of the program management services is nine (9) months from the date the agreement is executed by all parties.

The Event Project Management is subdivided into five major service areas that include Administration, Marketing and Community Engagement, Management/Program Coordination (Day of Event), Safety Management, and Grant Compliance. The Services may be sub-contracted provided sub-contractors are listed in the proposal detailing their experience and qualifications to provide such services. The City may modify the Scope of Work through negotiation and/or by a written addendum issued by the City, which becomes part of the original agreement. The successful Consultant is expected to furnish all personnel to provide the following services in the following areas:

A. Administration

The Consultant shall assign a Project Manager (PM) to this event that will be the main point of contact with City staff. The PM must be available to:

1. Coordinate Project Kick-Off Meetings involving the City, DC& and LADOT staff.
2. Attend meetings and provide written reports to City staff after each meeting regarding progress in performing required tasks needed to host a successful event.
3. Host monthly Technical Advisory Meetings to discuss and guide event implementation, key stakeholders will be invited to participate in such meetings.
4. Provide a list of partners and the roles they play in the event planning and production of the event.
5. Coordinate with Health providers to implement health activities as part of this Open Streets Event.
6. Coordinate with local merchants and Community Base Organizations.
7. Submit appropriate procurement forms, permits, and licenses for the event.

B. Marketing and Community Engagement

1. Establish a Community Advisory Committee for Sylmar, Pacoima, and the City.
2. Targeted Market Identification and Event Branding.
3. Communications, Public Relations, and Marketing Plan.
4. Multilingual Marketing Materials Development.
5. Develop a Sponsorship Plan for the event.
6. Community Engagement – Website and Social Media Outreach, PSAs, Radio, etc.
7. Conduct workshops prior to the event to educate residents - Bike Educational Workshops, alternative transportation, etc. in each community (Sylmar, Pacoima, and City of San Fernando).
8. Recruit, train, and manage volunteers to work the day of the event.
9. Present to City Council and CD7 representatives.

C. Management/Program Coordination Day of Event

1. Consult with Public Works and Public Safety on the finalized route. Ensure that all soft and hard closures are feasible for the day of the event.
2. Establish and promote a Community Engagement platform to gather statistical data on the day of the event.
3. Identify a wide array of eateries, cafes, boutiques, entertainment, art galleries, and other businesses to serve in the assigned activity zone/hub area.
4. Coordinate with Metro and municipal transit service operators to provide access to the event.
5. Provide an outline of the general elements/ideas/goals that will be represented in the activities along the route. Implement these elements/ideas/goals in the assigned activity zones/hub areas.
6. Set up activity zones, activity signage for hub areas, booths, decorations, etc.
7. Promote and implement healthier environments, active living, and sustainable communities.
8. Obtain event insurance (including applicable waivers/permits) and ensure compliance with all City/County permitting procedures and guidelines.

D. Safety Management

1. Develop a Traffic Management Plan for the entire 7.5-mile event route.
2. Notification of street closures affecting public transit agencies (Buses and Rail).
3. Coordination with Fire, Police, and Public Works in respective jurisdictions (City of Los Angeles, City of San Fernando).
4. Create Map Guides for the event.
5. Participant Safety – hydration zones, restrooms, bike dismount areas, pedestrian crossings, etc.
6. Create a Vendor and volunteer management Plan.
7. Coordinate with vendors and businesses along the route.
8. Surveying all aspects of the event for optimal security.
9. Develop a Clean-Up and tear-down plan.

E. Grant Compliance Project Close-Out

1. Grant Reporting shall comply with all applicable requirements of Metro regarding Project reporting and audit requirements.
2. Data Analysis & Event Evaluation Narrative and Financial Report on Project Progress as required.
3. Complete all Federal procurement forms.
4. Conduct participant / volunteer anecdotal interviews
5. Project Closeout Report.

INFORMATION TO BE SUBMITTED

The content and sequence of the information contained in each copy of the proposal shall be as follows:

A. Cover Letter

Introduction of the firm submitting the proposal, including a general description of the firm's qualifications and experience relevant to the requested services, with emphasis on previous projects similar to the one proposed here. Along with introductory remarks, the proposal shall include the following information:

1. Complete name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity with which contract would be written.
2. Complete the name, title, address, e-mail address, and telephone number of each principal officer.
3. Identify the legal entity of the Consultant and state the number of years the entity has been organized and doing business under this legal structure.
4. Documentation of the financial status of the firm to ensure the firm will continue to be in business through the contract period and finance the costs of adequate personnel and other support requirements.

B. Organizational Information

The consultant will include an organizational chart and staffing plan for key personnel the Consultant plans to assign to the ongoing management of the services described in the Scope of Work. A section titled "Proposed City of San Fernando Team" shall be included and will include resumes, certifications, etc. for the proposed team that will be assigned to the City that demonstrates their abilities, skill level, and experience to accomplish the required tasks.

C. Qualifications and Experience

The Consultant will demonstrate that the firm expresses a clear understanding of the Scope of Work and indicate features, skills, and/or services that distinguish the firm as the better choice for the City. The Consultant will provide a minimum of three (3) examples of comparable work performed during the last three years that best demonstrates the qualifications and ability of the proposed team to accomplish the work as outlined in the Scope of Work section of this RFP. Include dates and descriptions of the services that were provided.

Consultant shall provide a minimum of three (3) and maximum of five (5) references and should include any California governmental clients or similar public agencies for which

contracts were performed. For each reference, the information shall include the name of the client with current address, telephone number, e-mail address, and contact person of each client who would be most familiar with the services provided. The City reserves the right to contact any of the listed references at any time and make any other reasonable investigation into the consultant's background and experience.

1. **Procedures and Methodology** – The proposal shall provide a detailed description of the firm's proposed approach demonstrating how the goals and objectives will be accomplished as outlined in the Scope of Work.
2. **Quality Control** – The Consultant shall describe the firm's policies and procedures for assuring high-quality work, including monitoring of any proposed sub-contracts.
3. **Schedule Detail/Schedule Control** – The Consultant shall provide a detailed schedule outlining the tasks, activities, deliverables, milestones, and duration required for the completion and submission of each of the following deliverables.

D. Cost Summary

The cost summary shall be submitted in a separate sealed envelope. All costs should reflect "not to exceed" figures. Fee schedules, including hourly rates for the prime consultant and all sub-consultants, meetings, and reproduction costs, should accompany the cost summary.

E. Compensation Schedule

In a separate sealed envelope labeled "Compensation Schedule," the Consultant shall include an appropriate compensation schedule to meet its workload and staffing needs. Include the hourly rate for all personnel assigned to the City, the number of hours each staff member will be assigned for each major task in the Scope of Work, as well as a list of all other reimbursable costs incurred in the performance of services required in the Scope of Work. A discussion on how the firm controls overall costs for Services to the City should be included as well.

F. Conflict of Interest Statement

Include a statement disclosing any involvement with plan/development projects in the City of San Fernando by the consultant (and sub-consultants) within the last year. The City of San Fernando reserves the right to reject any proposals having the potential for a conflict of interest.

G. Signature

The proposal shall be signed by an official who is authorized to bind the consulting firm and shall contain a statement that guarantees that the proposal/cost estimate is valid for ninety (90) days.

SCHEDULE FOR SELECTION

RFP Available:	February 6, 2023
Question Submittal Deadline:	February 22, 2018
Response to Questions:	February 27, 2023
RFP Due:	March 6, 2023
Interviews/Contract Negotiations (if necessary):	March 9, 2023
Agreement Presented to Council for Review & Approval:	March 20, 2023

METHOD OF SELECTION AND NOTICES

The Recreation and Community Services Director and staff from Los Angeles Council District 7 and the Los Angeles Department of Transportation will evaluate the information provided in the submitted proposals using the following criteria as a guideline:

- Completeness and Comprehensiveness of the Event
- Responsiveness to Service Needs
- Potential Benefits of the Northeast Valley Region
- Experience of the firm providing similar services to other municipalities
- Cost-effectiveness
- Quality of proposed staff

EXHIBIT A**Event Description**

Event Name: The Northeast Valley Community Street Festival

Event Date and Time: Saturday, September 24, 2023, | 10 am to 2 pm

The Northeast Valley Community Street Festival (NVCSF) aligns with the adopted City of San Fernando City Council's strategic goals (2022-2027) to provide a blueprint for programs and services provided to the residents of San Fernando. The event also serves as a venue for the Los Angeles City Council District 7 to engage its constituents in the communities of Sylmar and Pacoima.



NVCSF is a collaborative effort to bring together various factions of the community to make participants aware of the alternative modes of transportation available in the region. The event closes down miles of streets creating open space for local businesses, Community Based Organizations, Faith Based groups, Artisans, and Health Organizations to engage the public. The NVCSF Open Streets event effectively turns 7.5 miles of streets into a paved, urban playground, devoid of all motorized forms of transportation. Allowing participants to run, walk, skate, and bike along the route and interact with the vendors along the route.

The Northeast Valley's largest regional hospital, Providence Holy Cross Medical Center, will collaborate with the NVCSF to increase public awareness of obesity-related diseases while educating the community on the prevention of diseases through active living and healthy eating. A proposed 5K/10K Run and Walk link the three communities together. The event incorporates alternative modes of transportation at the San Fernando Sylmar Metrolink Station (a major transit hub), and the Mission Trail Bike path that runs through the communities of Sylmar and Pacoima.

The NVCSF Open Streets route will include a minimum of five (5) destination "Legs," or activity areas with different family-friendly activities for all age groups at each entry point of the route. Participants are encouraged to physically bike to each leg of the route to reach a different activity zone. The NVCSF event map shows the 7.5-mile route where the City, Sylmar, and Pacoima will host these legs for programming activities, and provide open space for vending.

The City has potential programming in place for each hub. A description of the programming and activities for each hub/leg is provided below:

Hub 1. Active Transportation – With its proximity (less than .5 miles) to the MetroLink Sylmar/San Fernando Station, this leg of the route will promote the use of active transportation.

- a) All age groups will get to learn about the local San Fernando Valley and Los Angeles County transit system through an interactive workshop and booth.
- b) The leg will include route-wide games, such as a Healthy San Fernando “Passport” game, in which participants get prizes for completing each leg.
- c) Bike feeders, organized through the City’s Open Streets event webpage, will also congregate in this area.
- d) Other Activities/Amenities: Roving Bike Repair Support, Hydration Station, Selfie Station.

Hub 2. Refuel Right! Fest – This leg of the route will promote healthy eating and nutrition.

- a) Making smarter food choices will be highlighted in this area with a “Guess those Macronutrients” pop-up display, in which participants will get to guess macronutrients in various food displays. For example, a hamburger will be displayed in a glass case, with the question: “How much protein is in this hamburger?” People will get to cast a ballot with their guesses. An hour before the Open Streets event ends, winners will be announced and provided prizes. Similar food/beverage demos will also be incorporated.
- b) All age groups will get to enjoy the flavors of San Fernando Valley’s local cuisines and restaurants, along with healthy food trucks.
- c) Other Activities/Amenities: Music/DJ, Healthy Eating Contests.

Hub 3. Downtown Art Walk – The City of San Fernando is the oldest city in the San Fernando Valley and therefore has a rich, diverse, and colorful history. This “leg” of the route will showcase and highlight the City’s historic Downtown district, mall, and businesses. It will be the central hub connecting the entire route.

- a) All age groups will get to draw with chalk on the streets and watch live, local artists draw and paint. Local artists will also be able to display and sell their art, creating a true, art walk.
- b) A parade will be organized consisting of local, cultural dance groups and performances representing multicultural communities in the San Fernando Valley, such as Bollywood, Folklorico, and Aztec Dance JAM sessions.
- c) The historically significant Lopez Adobe will be included in this leg of the route, offering a dance floor where children can dance and move.
- d) A historic Downtown bike tour will also lead participants through the route to learn about the history of the City and the San Fernando Valley.
- e) Other Activities/Amenities: Spin Art (art made using bikes/wheels), Hair Art and Braiding, Face Painting, Music/DJ, Selfie Station.

Hub 4. In Motion: Bike/Ped Safety – This leg of the route will promote bicycle and pedestrian safety awareness, which is in line with the City’s current endeavor to create an Active Transportation and Safe Routes to School Plan.

- a) Children will get to enjoy various activity challenge booths. Once each is completed, children will be able to dash, pedal, and move through a larger obstacle course to obtain a health-related prize.
- b) Teens and young adults will get to watch a BMX biking stunt show while also learning safety tips. They will also have chances to win helmets and other safety gear through raffles and contests.
- c) In addition to biking the area, adults will get to “Map Your Ride,” which will be an interactive experience, allowing adults to map their ride to work using existing multimodal modes of transportation. This will effectively allow them to learn new ways of getting to work that they may not have considered previously. They will also be able to visually compare active modes of transportation vs. automobiles against their health and financial benefits.
- d) Other Activities/Amenities: Roving Bike Repair Support, Spa Water, Selfie Station.

Hub 5: 5K Relay Run/Walk: – This leg of the route is a self-challenging Physical Fitness zone meant to increase awareness of the participant’s fitness.

- a) Children, adults, and seniors will have an opportunity to participate in the Relay Run, Individual Run, and the Kid’s Fun Tot Run in addition to various activity challenge booths.
- b) Participants will take advantage of the health fair and learn the benefits of physical activity, proper nutrition, and disease prevention through interactive experience and screenings testing strength, cardio, aerobics, and other measures of physical fitness.
- c) Other Activities/Amenities: Live entertainment, community altars, cultural performances, and vendors. Pop Up Arcade, Selfie Station.

Booths will be spread throughout the route to include local merchants, non-profit/faith-based organizations, and private corporations.

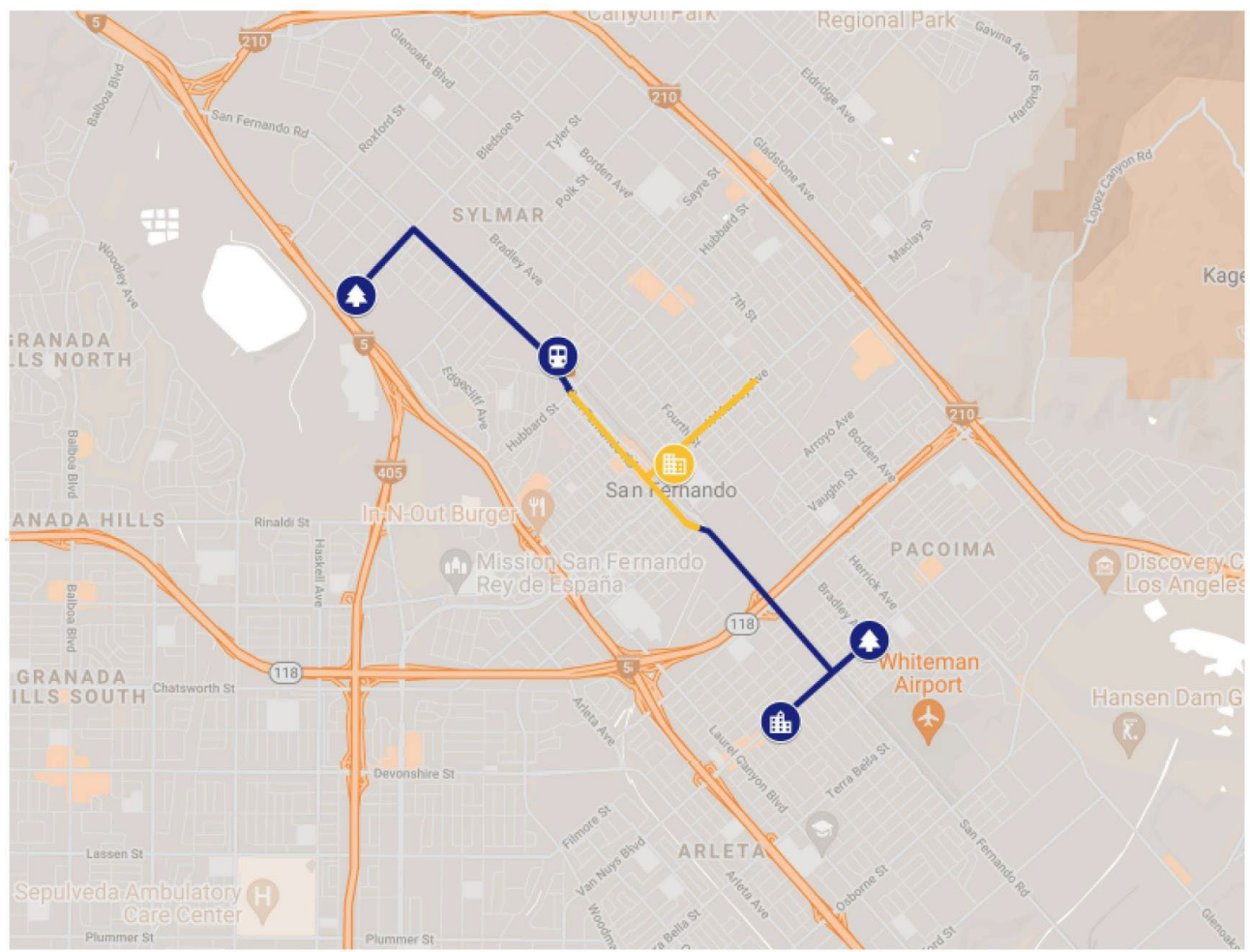
Propose Event Day Agenda

1. Street Closures 5:00 a.m.
2. Vendor Set up 7:00 a.m.
3. 5K Walk or Run
 - 8:00 a.m. 5K individual run
 - 8:30 p.m. 5K relay run
 - 9:30 p.m. Kid’s Fun Run
4. Northeast Valley Community Street Festival 10:00 a.m. to 2:00 p.m.

Event Location: City of San Fernando and City of Los Angeles, specifically along San Fernando Road (from Bledsoe St. to Van Nuys Blvd.), along MacLay St. (from San Fernando Road to Glenoaks Blvd.), along Van Nuys Blvd. (from Brandley Ave. to Oneida Ave.).

Contact Information: Julian Venegas, Recreation and Community Services Director Phone: (818) 898-1290, Email: jvenegas@sfcity.org

Event Map





Addendum No. 1

March 9, 2023

Project: Program Management Services Open Streets Event

A. The following change to the Notice of Inviting Bids shall apply for this project.


1. Previously stated as:

All bid proposals must be received on or before Monday, March 6, 2023, at 4:30 p.m. All proposals received after the due date will not be accepted.

2. Changed to:

The City has extended the proposal due date until Friday, March 31, 2023 at 4:30 PM.
The City reserves the right to keep the due date open until a suitable firm is founded.

Approved by:



Julian Venegas
Director of Recreation and community Services

03/09/23

Date

Response to Proposal

City of San Fernando RFP –
Program Management Services for Open Streets Event
Presented By

THE VERY
CREATIVE
FIRM



**THE VERY
CREATIVE
FIRM**

631 N Kilkea Drive
Los Angeles, CA 90048
info@theverycreativefirm.com
+1 310 880 2879

March 31, 2023

Julian Venegas,
Recreation and Community Services Director
San Fernando City Clerk's Office
117 Macneil Street,
San Fernando, California, 91340

Dear Mr. Venegas,

In response to "City of San Fernando RFP – Program Management Services for Open Streets Event", I am pleased to present the following proposal on behalf of my team—The very creative firm, LLC (TVCF)—to be the future production management company of the Northeast Valley Community Street Festival.

We believe that TVCF is the perfect partner for the City of San Fernando in managing and creating a unique, entertaining, and informative experience that achieves the goals of connecting the communities of City of San Fernando, Sylmar, and Pacoima and promoting bicycle and pedestrian activity. After taking a look at our qualifications, we hope that you come to that same conclusion.

This letter certifies our submission includes one (1) original digital version of the proposal, and we acknowledge receipt of the Q&A Responses.

We thank you very much for the opportunity to take part in this RFP and look forward to working with you soon.



Fransiska Weckesser,
CEO of The very creative firm, LLC
and Authorized Signatory

NOTE: This proposal and cost estimate shall remain valid for ninety (90) days.

**THE VERY
CREATIVE
FIRM**

ORGANIZATIONAL INFORMATION: An Introduction to TVCF

The very creative firm LLC is a creative agency that is based in Los Angeles, and working throughout the country and around the globe. We specialize in full-service large-scale live events and video production. Since our founding over seven years ago, we have worked successfully for various clients ranging from the Kingdom of The Netherlands (NL Consulate), Beverly Hills Chamber of Commerce, to Insomniac Events, to KLM Airlines. Each of these clients and each of their projects had their own specific needs, requirements, and deliverables. We are proud to say that in all cases, we have successfully delivered strong final events that are in a similar scope as the City of San Fernando RFP.

Two projects in particular that we would like to highlight are:

1. **World Expo 2010** (Shanghai, China), **2012** (Yeosu, South Korea), and **2014** (Milan, Italy)
 - a. During these three World Expos we managed the pavilion of The Netherlands over a period of 6 months. We managed large crowds over an entire course of a day, we had to keep visitors excited about coming to the pavilion, and we had to offer them rest/relax areas where they could simply just enjoy the pavilion. This project in particular is for us a strong and relatable project in comparison to your festival.
2. **EDC Las Vegas**
 - a. Over the past 2 years we have been worked as a partner of Insomniac at multiple festivals but the one that we would like to highlight is EDC Las Vegas, during this festival we manage different experiences and activities which can be experienced by the total visitor number of 140.000 people per day for 3 days.

We differentiate ourselves from other agencies through our creative storytelling in content, our collaborative expertise with clients that range from non-profits to municipalities to Fortune 500s, and our dedicated team of world-class production and live event professionals who are fully involved every step of the way.

We love large scale open events, to see and hear a live crowd on their experiences is the best thing!

From concept ideation to execution, TVCF is fully committed to providing the City of San Fernando with the means and dedication to produce an event that unites the Northeast Valley Community, provides healthy physical alternatives to driving, and also provides exposure to local artists, restaurants, and businesses.

TVCF's hands-on, collaborative approach has evolved over years of working closely with clients to achieve a joint vision, which ultimately ensures the best results on a project. We cannot wait to partner with the City of San Fernando on this endeavor!

THE VERY
CREATIVE
FIRM



Profile of Proposing Company

Company name:

The very creative firm

Type of organization:

The very creative firm LLC; Limited Liability Corporation

Number of years in business:

7 years; founded in July 2015

Size of firm:

2 Owners / Co-Founders

6 Full-Time Staff

8 Part-Time Staff

Address:

631 N Kilkea Drive

Los Angeles, CA 90048

Principal information:

Fransiska Weckesser - Co-owner, CEO

fransiska@theverycreativefirm

+1 310-880-2879

Martin Van Der Werff - Co-owner, Creative Director

martin@theverycreativefirm

+1 310-498-2661

General description of TVCF:

The very creative firm is a creative agency. We specialize in live events, full-service video production, and large-scale live shows from concept to execution. Our focus is on developing and executing creative production across a span of live and digital mediums. Our agency exhibits the perfect balance of unique, out-of-the-box storytelling and precise, detailed execution of projects.

Financial Standing:

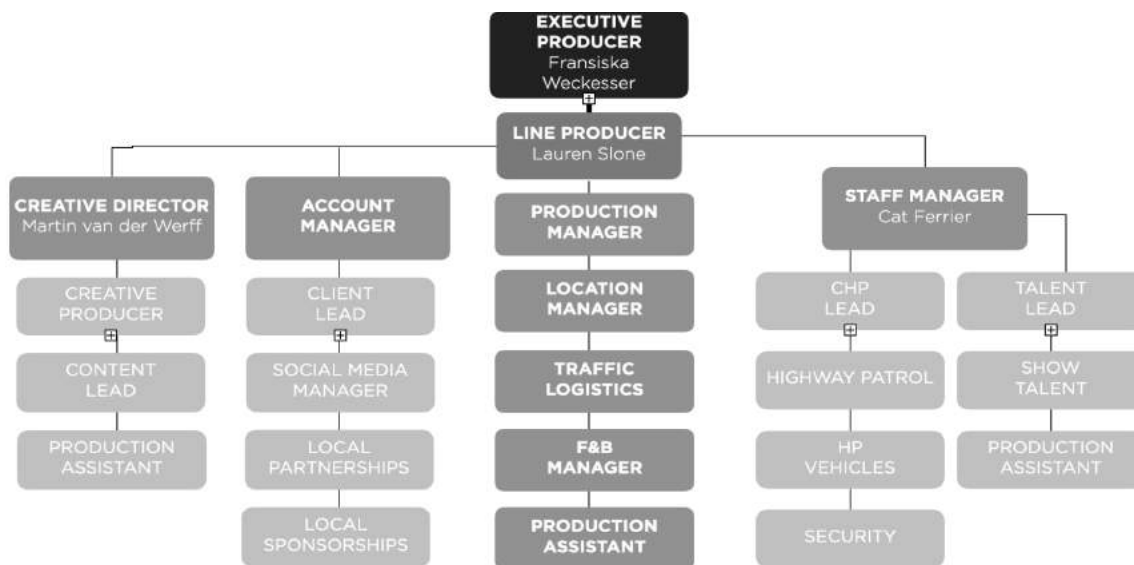
The very creative firm is in good financial standing with no bankruptcy, pending litigation, planned office closures, or impending mergers to impede completion of the project.

**THE VERY
CREATIVE
FIRM**

Staffing and Project Organization

The very creative firm is not just our name: it is what we are at the core. We are no strangers to breathtaking visual elements from conception through execution. Our team's combined years of multimedia content production experience give us an edge in creating world-class digital and live assets that move those who experience them.

As a company based in Los Angeles and a stone's throw from San Fernando, we can easily create a team at short notice for any content, large or small. We have extensive knowledge of the local area, vendors and seasonal trends and whether our team is big or small, we'll always be closeby and our account manager will be in constant communication with you!



Proposed City of San Fernando Team

The key full-time personnel who will be involved on the TVCF team and their corresponding roles are listed as follows:

Fransiska Weckesser - Executive Producer - main point of contact for client

Martin Van Der Werff - Creative Director

Catherine Ferrier - Senior Project Manager & Staff Manager

Fernando Vazquez - Creative Producer for entire festival and individual Hub guidance

Lauren Slone - Line Producer

Sara Jansen - Project Manager - Marketing & Sponsorship

Margo Williams - Project Manager - Volunteers & Vendors

Michael Douglas - Project Manager - Traffic, Public Safety & Operations

Maroun Saab - Project Manager - 5K run & kids walk

Billy Steffens - Project Manager - Community & Facility

**THE VERY
CREATIVE
FIRM**

These amazingly creative individuals named above are exceptionally qualified and possess the skills necessary to bring any idea proposed to the City of San Fernando to life with a touch of class and flair that is uniquely our own. You will find their resumes attached on the following pages.

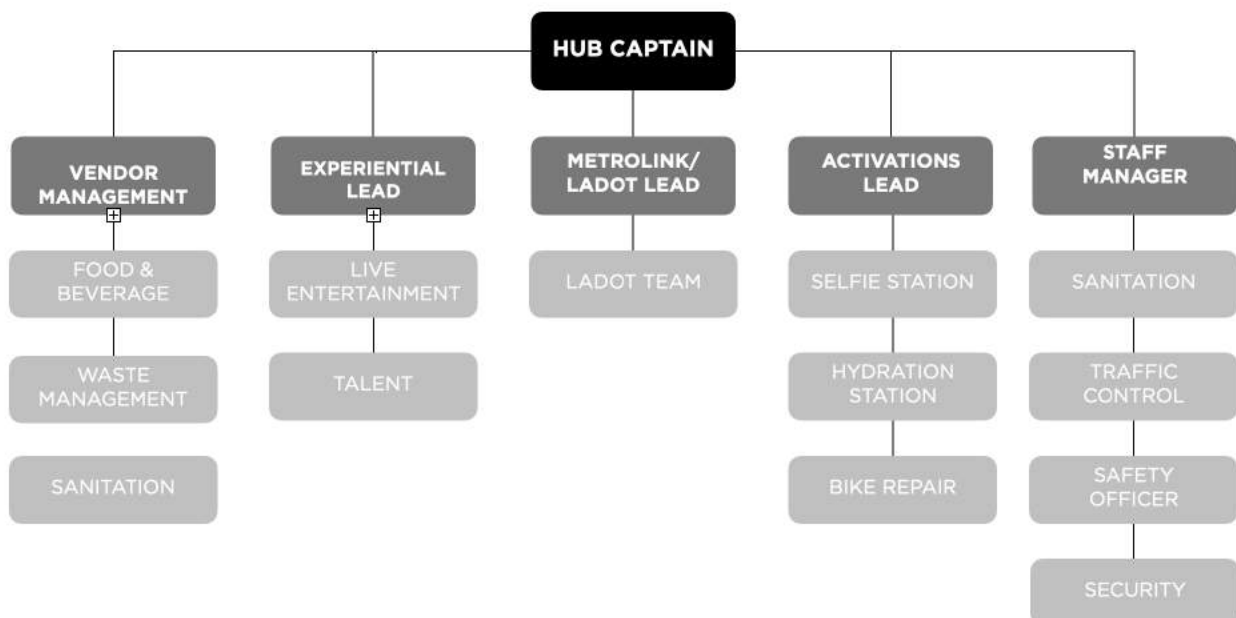
NOTE: The key team personnel will be available for the duration of the project and no "key" team member to the project shall be removed or replaced without prior written consent.

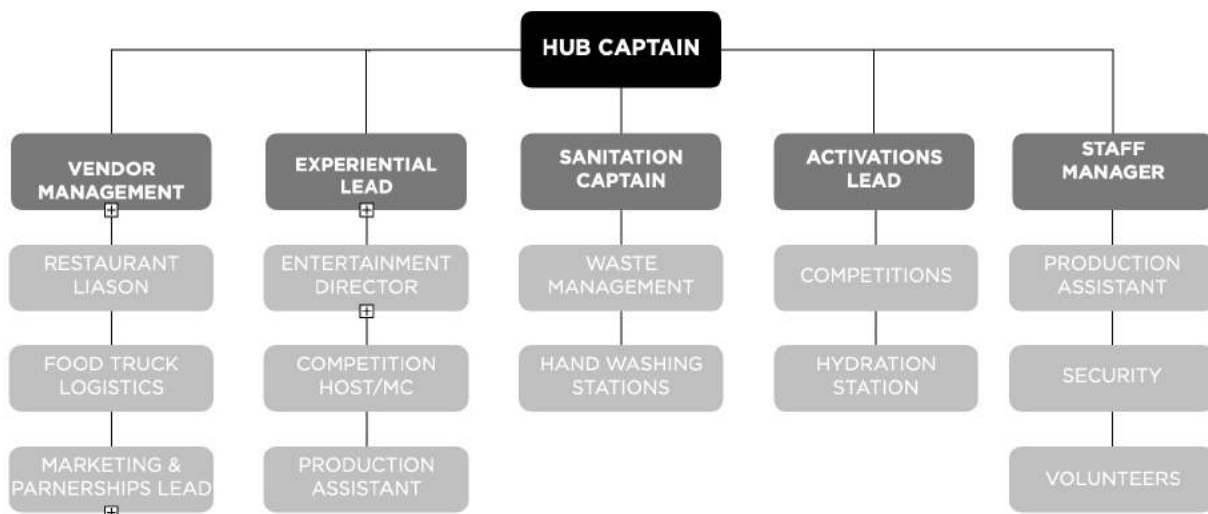
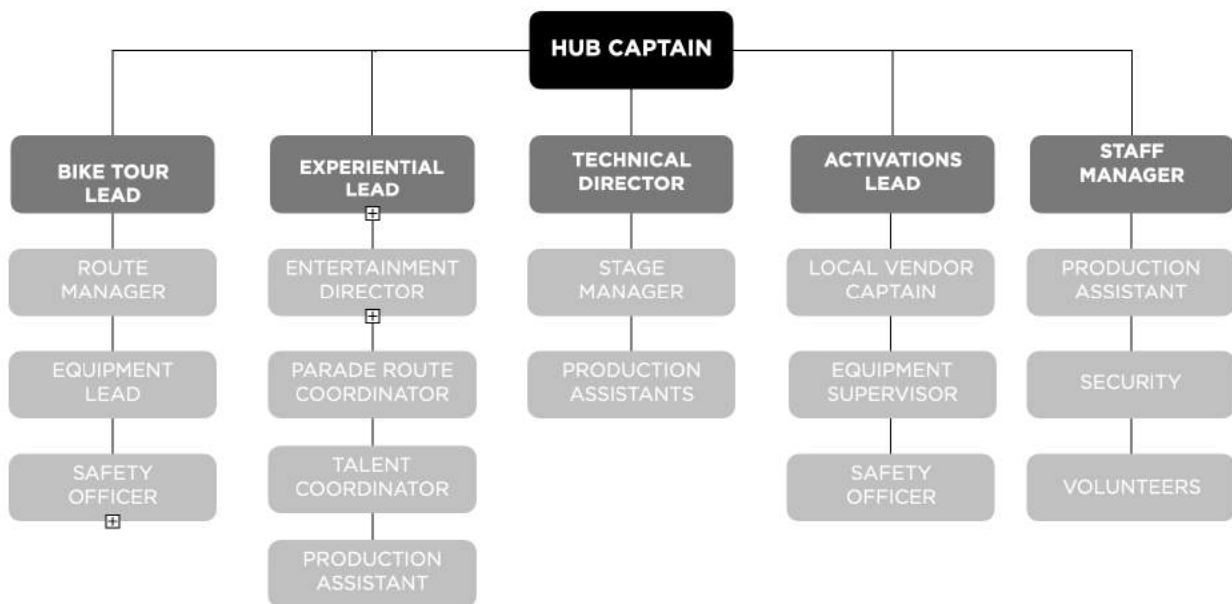
Proposed Hub Team Structures

Here are our proposed team structures for our extended internal team and breakdowns per hub. These are our initial thoughts and we'll adjust by adding or subtracting staff as we move further into the creative elements and logistics and assess the needs of each hub and the overall event experience.

All teams will be fully briefed on the strategic planning, event logistics, safety, traffic and street closures and be in close-communication from event creation to execution. We'll use radios and frequent onsite check-ins during the event ROS. Post event debrief and event recap will be led by our team to be shared with all.

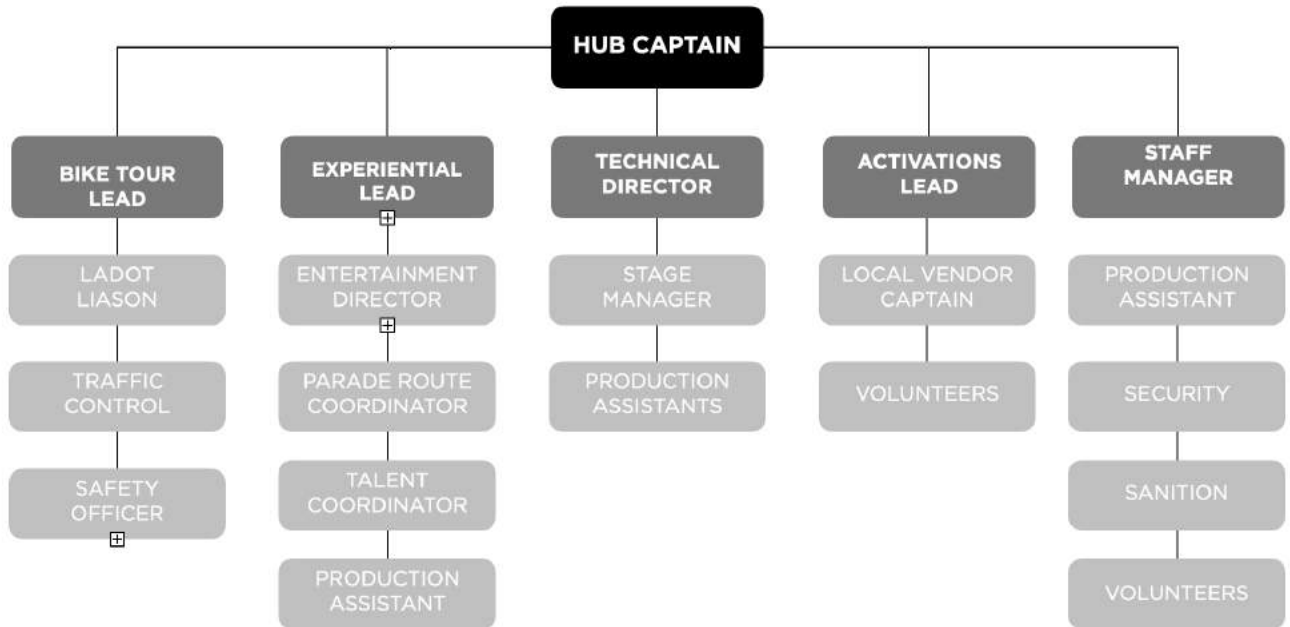
HUB 1: ACTIVE TRANSPORTATION



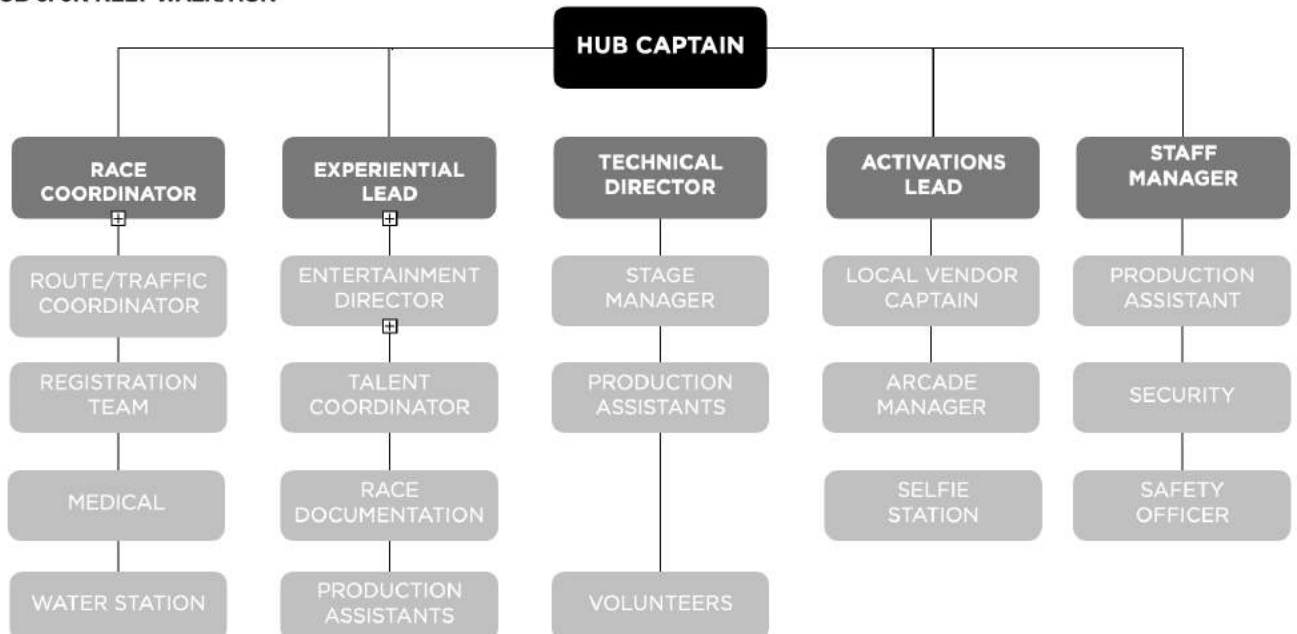
**THE VERY
CREATIVE****HUB 2: REFUEL RIGHT!****HUB 3: DOWNTOWN ART WALK**

**THE VERY
CREATIVE
FIRM**

HUB 4: IN MOTION: BIKE & PEDESTRIAN SAFETY



HUB 5: 5K RELY WALK/RUN



REFERENCES & CASE STUDIES

BEVERLY HILLS CASE STUDY

BUDGET: \$25-30K PER YEAR

INTRODUCTION

The Beverly Hills Chamber of Commerce was seeking a production partner to film and produce video and show content to promote the Chamber of Commerce and events surrounding the city.

OBJECTIVES

Based on the objectives for each event, we developed and created recap and promotional videos. These events have included, Evening With the Mayor, monthly Chamber of Commerce events, Golden Palm Awards, and more. In addition, a large show production of the yearly "Innovate BH" would gather impactful industry leaders of Beverly Hills for a one-night event.

APPROACH

Dependent on the project, each approached varied. However, understanding the event scope and attendance size, we approached video with the mindset of that

capturing a message for members and-non members—who may be encouraged to join the next gathering.

RESULTS/CONCLUSION

The promotional material over the course of a 5 year period has welcomed citizens of BH and travelers to new businesses and events across the city. More awareness of the Chamber of Commerce has allocated to new membership sign ups and attendance to their organizational events.

TESTIMONY

The very creative firm has been our trusted partner for many years! They have elevated many of our events and have always overdelivered on video campaigns and show/event concepts.

We look forward to working with them for many more years to come!

Team BH CoC



SHANGHAI WORLD EXPO CASE STUDY

INTRODUCTION

Fill in

TESTIMONY

The team did a magnificent job in managing the crowds that all came through at the Netherlands pavilion. The team was fun, very professional, easy to work with, and knew what they were doing.

World Expo Team

OBJECTIVES

Create a place which represents and presents the Netherlands to the visitors of the World Expo. Build a pavilion that lives and breathes The Netherlands and showcases different companies from the Netherlands during a 6-month duration.

APPROACH

The creative concept for the opening of the first Media Mark in China was built around three extraordinary events: the flagship store opening with a 3D projection (first time in China), a guerrilla event "Moving Into Shanghai", and the VIP party

and store opening ceremony.

RESULTS/CONCLUSION

The moving in was performed by 1000 movers, 20 tricycles, 40 trucks all over Shanghai toward the store. Media Mark moved into their store on Huaihai Road, creating a big impression across the city. At the opening day, more than 20,000 visitors were hosted at the store.

INSOMNIAC FESTIVAL CASE STUDY

INTRODUCTION

Insomniac and LEG partnered with us to elevate their activations at Downtown EDC Las Vegas and Escape Psycho Circus in San Bernardino for a 3-day festival.

OBJECTIVES

For both events, ensure the smooth flow of guests in the activation areas, welcome more guests into the new spaces and offer an alternative experience to the sound stages, provide entertaining and interactive experiences to guests.

APPROACH

We elevated the live entertainment at The Queen Bar in downtown EDC by inviting well-known and highly respected talent to perform and shared a performance schedule with the event guests. We planned and executed post-show

TESTIMONY

The team of TVCF was very organized and creative from start to finish. They know how to handle a large crowd and know how to keep them engaged. Their creative and production experience is very valuable to our productions!

Team Insomniac

meet and greet opportunities with the talent and kept the stage activated throughout.

We opened the footprint of both locations to allow a larger amount of foot traffic and linked the entire area with a host/MC to keep the excitement from event start to completion.

RESULTS/CONCLUSION

Improved guest attendance, active and engaging activations resulting in client satisfaction. Increased location visits, exciting and inspiring social media posts and increased engagement. Guest attendance improved and the length of time guests spend in the breakout areas increased. Overall amplified guest satisfaction. 12



MINI COOPER CASE STUDY

INTRODUCTION

MINI partnered with TVCF to create a one-of-a-kind experience for guests in Puerto Rico to showcase the international launch of the new MINI Cooper.

OBJECTIVES

Creating a sense of exclusivity and excitement around the launch as well as strengthening Mini's brand image in Puerto Rico by demonstrating its commitment to providing an engaging experience for customers in the region.

APPROACH

TVCF elevated the live entertainment of the launch event by providing a dinner and entertainment program on a beach. The event featured a singer, a gourmet dining experience, and a range of entertainment. The event was promoted through

social media platforms, local press, and influencers.

In addition to the planning process, TVCF coordinated with local authorities to obtain permits, establish road closures, consider road conditions, traffic signs, and traffic lights, to determine the best route to take.

RESULTS/CONCLUSION

The event received extensive coverage on social media platforms, positive press coverage in local media outlets, further increasing the car's visibility and generating buzz among potential customers; the launch was met with high levels of anticipation and enthusiasm.



BMW MONTEREY CASE STUDY

INTRODUCTION

BMW partnered with TVCF to reveal the new BMW M2 and BMW X4 M40i in a 3-day Media International Launch event at a hotel and racetrack.

TESTIMONY

TVCF was our local US partner for this International Press Event and they went above and beyond to make it a success. The venues were challenging, but with their professional, positive and very creative way of working, TVCF and team delivered!

*Doris Fleischer
BMW Group
Corporate &
Governmental
Affairs*

OBJECTIVES

To introduce the new BMW M2 and BMW X4 M40i to the international press by having them experience what the essence of the models were all while honoring the brand identity and heritage of BMW.

APPROACH

To combine the racing identity of the BMW M series with the luxury of what BMW stands for, we created a 2 day event for the press of 26 countries over the course of 6 weeks. Guests were welcomed in a luxurious resort in Carmel, CA where

we custom designed a lounge and a restaurant in BMW style. As a counter to the luxury lifestyle, guests were taken to the Mazda Laguna Seca Raceway, where we introduced the 2 BMW M models during a press conference that was followed by press members driving the M models in their natural environment, the raceway.

RESULTS/CONCLUSION

The event led to a lot of great press coverage worldwide and was successful for our client BMW Group.

KLM AIRLINE CASE STUDY

BUDGET: \$100K

INTRODUCTION

KLM Royal Dutch Airlines sought a video recap and production shoot for their major 100 year event: KLM 100 years at the Dutch embassy in Washington DC.

OBJECTIVES

To create an experiential consumer event in the US market that leverages the overall brand message of KLM, tied together with the 100 years anniversary of KLM Royal Dutch Airlines. The event should increase brand awareness for KLM in the US market and should promote social sharing to bring a bit of Amsterdam to you.

APPROACH

By developing a Roll-out Phase to: Announce, Engage, Event, and Extend, each phase centered on creating excitement for the event. By way of a teaser video, a large

scale celebration, and a recap event video allowed the event to live on. To keep tying the event to the brand message and "100 years message," #KLM100 was used.

RESULTS/CONCLUSION

The buzz of the KLM 100th year has continued to live on as the hashtag is still in use with over 15k social posts:

TESTIMONY

Working with The very creative firm has been an absolute pleasure! Their creativity, production quality, and professionalism is rock solid and always elevates our events. They have been our trusted event partner for many years and many events!

Team AF KLM NA



**THE VERY
CREATIVE
FIRM****QUALIFICATIONS AND EXPERIENCE****REFERENCES****Contact name and title:** Melissa Brady**Contact Vendor Name:** The Beverly Hills Chamber of Commerce**Contact phone number:** 310-248-1126**Contact email:** brady@beverlyhillschamber.com**Service description and length of relationship:**

We've been working with the Beverly Hills Chamber of Commerce and the City of Beverly Hills for the past 6 years. We are responsible for most of their large-scale video productions. We've done interviews, event documentation videos, and entire edits of multiple events and testimonials.

Contact name and title: Willemijn Sterk**Contact Vendor Name:** Consulate of the Kingdom of the Netherlands**Contact phone number:** 415-770-9741**Contact email:** willemijn.sterk@minbuza.nl**Service description and length of relationship:**

For the past 4 years, we've been working with the NL Consulate on various video production projects running from event documentation at CES with 50 different companies to a documentary-style video in 6 different parts of the United States. There is always an interview component and b-roll shots.

Contact name and title: Diederik Scheepstra**Contact Vendor Name:** KLM Royal Dutch Airlines**Contact phone number:** 646-864-5590**Contact email:** diderik.scheepstra@klm.com**Service description and length of relationship:**

For the past 6 years, we've been working with Air France KLM / KLM Royal Dutch Airlines on multiple different projects, many including large scale events where we helped celebrate KLM their 100th anniversary, we created runs with their CEO, and we did video productions where we interviewed the ambassador of The Netherlands, US officials, and people on the streets in New York City.

Contact name and title: Justin Spagg**Contact Vendor Name:** Insomniac**Contact phone number:** 323-874-7020**Contact email:** justin@insomniac.com

Service description and length of relationship: We managed operations and logistics for several major activations at EDC, one of the largest electronic dance festivals in the world, averaging an attendance of 400,000 per weekend. We oversaw stage design and lighting, show production, and coordinated with vendors to ensure on-time delivery of supplies and materials.



MOVE YOUR WAY!

We believe the SF Street Festival would benefit from an overall theme that ties the entire event together.

"Move Your Way!" is our proposed theme for the festival.

Move Your Way captures the essence and spirit of the event and serves as a fun and inspiring way to promote healthy living, sustainability, and community engagement.

APPROACH

Move Your Way celebrates biking, walking, running and other forms of active transportation as well as just fun ways to move your body and live a healthy life.

Along the route, the festival features events and activities that encourage people to get up and move, such as bike races, a5k run, yoga and dance classes/performances, and interactive games and challenges.

Besides living a healthy life, the festival should also promote sustainability and eco-friendliness, encouraging participants to reduce their carbon footprint by biking or walking instead of driving.

Along the route local businesses and organizations will set up booths and displays to showcase their products and services that support active and sustainable lifestyles.



FROM A TO B *YOUR WAY!*

The Active Transportation hub will promote the use of active transportation options such as walking, biking, and public transportation. By highlighting the benefits of active transportation, such as improved physical health and reduced environmental impact, the hub encourages individuals to incorporate more physical activity into their daily commute or travel.

1. Active transportation showcase with various types of active transportation options, such as electric bikes, scooters, skateboards, and rollerblades, for people to try out and take photos with.

2. Interactive mural that encourages participants to add their own personal touches and messages related to active transportation, such as favorite bike routes or inspiring quotes.

3. An Interactive display that showcases the benefits of active transportation, such as improved health, reduced traffic congestion, and lower carbon emissions. This could include infographics, videos, and hands-on activities that engage participants in learning about these benefits.

Other activities and amenities, such as bike repair support, hydration stations, and selfie stations, aim to enhance the overall experience of active transportation and encourage participants to move their way towards better health and well-being.



HEALTH YOUR WAY!

This hub will promote healthy eating and nutrition. It will feature resources and activities that promote healthy living, such as healthy eating workshops, cooking demonstrations, and fitness classes. We will also have booths that showcase local health organizations and services, such as hospitals, clinics, and fitness centers. This would be the best area to have a farmer's market that features fresh, locally sourced produce.

1. A **Blender Bike** is a type of stationary bike that is equipped with a blender on its frame. It allows the rider to pedal and blend at the same time, creating a healthy and refreshing smoothie as a result of the exercise.
2. Healthy snack sampling booths that offer free samples of healthy snacks and beverages, such as fresh fruit, nuts, and herbal tea.
3. Healthy cooking demonstrations featuring healthy recipes that use fresh, locally sourced produce. This can be done by a professional chef or a local nutrition expert.
4. Health screenings - Set up booths offering free health screenings, such as blood pressure checks, cholesterol tests, and body mass index (BMI) assessments.
5. Interactive nutrition games that educate participants about nutrition, such as a food group matching game or a "build your own meal" challenge.



ART YOUR WAY!

This hub will showcase and highlight the City's historic Downtown district and the diversity of the community through art and cultural activities. The Downtown Art Walk hub aligns with the **Move Your Way** theme by encouraging people to engage in physical activity while also experiencing and learning about the city's history and culture. Walking around the historic district and exploring local businesses promotes active transportation and encourages people to get moving. Additionally, the various art exhibits, live performances, and interactive workshops offer opportunities for people of all ages to engage in physical activity and express themselves creatively. By combining physical activity and cultural experiences, this hub promotes healthy living and encourages people to move their way through the city.

1. A parade will be organized consisting of local, cultural dance groups and performances representing multicultural communities in the San Fernando Valley, such as Bollywood, Folklorico, and Aztec Dance JAM sessions. The historically significant Lopez Adobe will be included in this leg of the route, offering a dance floor where children can dance and move.
2. Interactive arts and crafts activities for children, such as face painting, balloon art, and clay modeling.
3. Artisan booths featuring local artists and craftsmen selling their works, such as jewelry, pottery, textiles, photography, art, spin art (art made using bikes/wheels), hair art and braiding, face painting, Music/DJ, Selfie Station.



MOVE SAFE *YOUR WAY!*

This hub is all about moving your way safely and sustainably. First and foremost, **Move Your Way** encourages people to get active and move their bodies, but it also emphasizes the importance of doing so in a safe and healthy manner. By promoting bike and pedestrian safety, the In Motion: Bike/Ped Safety hub is helping people to move their bodies while also keeping them safe.

1. An Activity challenge booths for children, where they can complete challenges and earn health-related prizes by dashing, pedaling, and moving through a larger obstacle course.
2. a BMX biking stunt show while also learning safety tips and getting chances to win helmets and safety gear through raffles and contests.
3. "Map Your Ride," an interactive experience where they can map their ride to work using existing multimodal modes of transportation and learn new ways of getting to work that they may not have considered before.

Other Activities/Amenities include roving bike repair support, spa water, and selfie station.



RELAY YOUR WAY!

The **Move Your Way** theme is all about promoting physical activity and finding fun ways to move your body. Hub 5: 5K Relay Run/Walk is a perfect example of this, as it is designed to be a self-challenging Physical Fitness zone that encourages participants to get active and increase their fitness levels. By offering various running and walking options for participants of all ages, the hub promotes the idea that everyone can find a way to move their body that works for them.

1. Children, adults, and seniors will have an opportunity to participate in the Relay Run, Individual Run, and the Kid's Fun Tot Run in addition to various activity challenge booths.
2. Participants will take advantage of the health fair and learn the benefits of physical activity, proper nutrition, and disease prevention through interactive experience and screenings testing strength, cardio, aerobics, and other measures of physical fitness.
3. Other Activities/Amenities: Live entertainment, community altars, cultural performances, and vendors. Pop Up Arcade, Selfie Station.



PET YOUR WAY!

*Additional hub suggestion****

This hub will feature activities and resources that are pet-friendly. We will have a pet parade or costume contest, and booths that offer pet-related products and services. We will have workshops on pet health and wellness, and information on local pet-friendly parks and trails. Additionally, this hub will feature pet adoption services, where participants can adopt a new furry friend.

1. Participants can expect to find a range of activities, such as a pet parade or costume contest, where they can show off their pets and interact with other pet owners.
2. Workshops on pet health and wellness will be available, providing information on how to keep pets healthy, including exercise and nutrition tips as well as treats and water stations.
3. A highlight of this hub will be the pet adoption services, which will allow participants to adopt a new furry friend. Adoptable pets will be available from local animal shelters or rescue organizations, giving participants the opportunity to give a loving home to a pet in need.



**THE VERY
CREATIVE
FIRM****Procedures and Methodology****➤ Hub Captains**

Within each central location throughout the festival area, it is to the benefit of the San Fernando staff to have captains designated for each hub. The Hub Captains will oversee each section and act as a chief liaison between the overall event staff, vendors in that specific area, sanitation and maintenance, and safety staff. This will ensure that each section is properly governed, and that there is one central source for information and reporting. The Hub Captains will also be responsible for opening each section at the beginning and closing down each section at the end of the festival and make sure all volunteers and staff have checked off their end of shift duties.

➤ Sustainability

In an effort to reduce our carbon footprint and increase green activity in Southern California, TVCF proposes sustainable methods in production and execution of the Northeast Valley Community Street Festival. Food vendors will be asked to use plates, napkins and utensils made from green, sustainable materials. Manual or battery operated vehicles will be used by staff to get around the festival area. We are also looking to incorporate potential sponsors who specialize in sustainability and/or produce sustainable products and feature them in activities the community will enjoy.

➤ Event Marketing

We aim to create an extensive marketing plan that not only gets the community involved, but drives sponsorship opportunities for the Festival. We want to produce a website in advance of the festival for vendors and volunteers to sign up and participate. Through the traffic routed to the website, we can keep information to the public evergreen and generate a mailing list that the City of San Fernando and surrounding cities can use to push other events and important safety information throughout the year.

In addition to the website, we aim to push heavily on social media platforms like Facebook, Instagram, and TikTok leading up to, during, and after the festival (in anticipation of repeating the festival next year).

**THE VERY
CREATIVE
FIRM** **➤ Sponsorship**

We are also planning to create a multi-tiered sponsorship platform that includes varying levels of sponsorship and visibility. The proposed range for sponsorship would be from \$250-\$10,000 (this amount can increase or decrease if necessary). Donors on the lower end of the scale would have their name/logo featured on promotional materials for the festival. Some of those materials would include:

- Website
- Digital Fliers
- Posters
- Step-and-repeat
- Social Media "Thank You" Posts

In addition to those materials listed above, sponsors of the higher tiers would also have the option of their name/logo featured on the festival activations themselves, including:

- Hubs
- Performance Stages
- Designated Paths or Areas of Interest

➤ Community Outreach

In addition to attending city hall meetings and discussing initial plans and updates with major stakeholders in the community, TVCF is planning to liaise with the City of San Fernando and surrounding areas by conducting community outreach meetings. These meetings will aim to inform the public about any major developments, planned closures, or volunteer opportunities available in regards to the festival.

We also want to utilize local news and radio stations to share details about the festival to the community in advance, and during the festival, we want to encourage the media to come out and give coverage of the event.

➤ Traffic Plan

Communication and public safety are our top priority for this event. We are looking forward to liaising regularly with the following organizations:

- City of San Fernando Public Works to address logistics with traffic lights,
- Caltrans to address the 118 exit ramp closure,
- LADOT to discuss any soft closures in regards to route logistics, street closures and reroutings,
- California Highway Patrol to discuss manning closures and discussing safety protocols.

**THE VERY
CREATIVE
FIRM****5K run approach**

We are excited to share that we would like to include the production & management of the 5K run to the festival.

See below for our approach and flow to the production of the 5K run:

1. Planning phase:

- a. During the planning phase we would like to first check and define a route for the 5K run.
- b. While working on the route we would like to divide with the City of San Fernando if they would like to have a run associated with a charitable cause or if we need to meet a particular number in terms of revenue.
- c. Once it has been determined what kind of race we are producing we would like to decide if there needs to be a theme and for how many we would like to do the run.
 - i. We would propose that the goal is to have approximately 5,000 - 10,000 people participate in the run.
- d. Once the route has been decided we would contact the different government authorities for their approval and get the permitting for that route.
- e. We will also create a budget for the 5K run which will determine if we need any sponsors and if we do, how many.
- f. The 5K run will also be given a name and the price for the race will be communicated.

2. Production phase:

- a. Once we have decided on a route and if there will be a theme or not, we will start with our promotion plan, which will include the following:
 - i. Building a special 5K run online registration website managed with a sign up software.
 - ii. The race will be promoted on social media and will be included in our overall marketing plan for the festival. The race will also be promoted on running websites where runs through the entire state are being promoted.
- b. For the route planning we will source all the right safety equipment, schedule meetings with all the different government agencies and will organize a community meeting. People in the community will all receive a notification in the mail to inform them about the disturbance the route will create for the people that live there.
- c. Suppliers/sponsors will be sourced for bib numbers, shirts, bag, medals, and other runner goodies.
- d. Signage for the route will be developed and produced.
- e. Customer service line will be available for participants that have questions.
- f. A pick-up location needs to be organized and booked for the pick up of all the bib numbers. This facility will also have lockers and restrooms for

**THE VERY
CREATIVE
FIRM**

the runners and will be in close proximity to the start location of the race.

- g. Equipment will be rented for the announcement of the start and the finish and to see the time.
- h. Event documentation team will be booked and we will have one runner who will do a live story on the festivals' instagram during the run, he/she will motivate the runners and will document the race from a runner point of view.

3. Execution phase:

- a. During this phase we will liaison with the different government agencies and suppliers to prep all the streets and roads with the signs, roadblocks, place trash bins, portable restrooms etc.
- b. There will be an official start of the race.
- c. At the finish of the race we will have all the medals hanging on racks and all the participants can grab their medal.
- d. Once the race is done there can be a kids fun run for approximately an hour and after that we will start clearing the roads again so the community doesn't experience too much of a disturbance.

**THE VERY
CREATIVE
FIRM**

Quality Control & Project Organization

After our kick-off meeting with the OCTA team, we'll confirm deliverables and technical specifications, and preferred delivery dates on all aspects of the project before creating a detailed timeline. Small project sub-timelines to include: Meeting and strategy planning with local vendors with a goal-based timeline for the larger overall project.



To oversee all aspects of the project we'll use Smartsheet where we can share timelines, automate workflow and stay abreast of project goals while ensuring our national & global teams are constantly in the loop. On this platform, we can share calendars, update scripts and link social media and marketing information for real-time updates and edits.

Task	Start Date	End Date	Task Title	Assignee	Urgent	Due Date	Project	Status	Priority	Notes
1	12/17	12/17	Project Setup	Mike Wilson		12/17	SMR	New Request	High	
2	12/17	12/17	Week 1: Kick-off	Project Manager		12/17		New Request	High	
3	12/17	12/17	Project Setup	Project Manager		12/17		New Request	High	
4	12/17	12/17	Week 2: Kick-off	Project Manager		12/17		New Request	High	
5	12/17	12/17	Week 3: Kick-off	Project Manager		12/17		New Request	High	
6	12/17	12/17	Week 4: Kick-off	Project Manager		12/17		New Request	High	
7	12/17	12/17	Week 5: Kick-off	Project Manager		12/17		New Request	High	
8	12/17	12/17	Week 6: Kick-off	Project Manager		12/17		New Request	High	
9	12/17	12/17	Week 7: Kick-off	Project Manager		12/17		New Request	High	
10	12/17	12/17	Week 8: Kick-off	Project Manager		12/17		New Request	High	
11	12/17	12/17	Week 9: Kick-off	Project Manager		12/17		New Request	High	
12	12/17	12/17	Week 10: Kick-off	Project Manager		12/17		New Request	High	
13	12/17	12/17	Week 11: Kick-off	Project Manager		12/17		New Request	High	
14	12/17	12/17	Week 12: Kick-off	Project Manager		12/17		New Request	High	
15	12/17	12/17	Week 13: Kick-off	Project Manager		12/17		New Request	High	
16	12/17	12/17	Week 14: Kick-off	Project Manager		12/17		New Request	High	
17	12/17	12/17	Week 15: Kick-off	Project Manager		12/17		New Request	High	
18	12/17	12/17	Week 16: Kick-off	Project Manager		12/17		New Request	High	
19	12/17	12/17	Week 17: Kick-off	Project Manager		12/17		New Request	High	
20	12/17	12/17	Week 18: Kick-off	Project Manager		12/17		New Request	High	
21	12/17	12/17	Week 19: Kick-off	Project Manager		12/17		New Request	High	
22	12/17	12/17	Week 20: Kick-off	Project Manager		12/17		New Request	High	
23	12/17	12/17	Week 21: Kick-off	Project Manager		12/17		New Request	High	
24	12/17	12/17	Week 22: Kick-off	Project Manager		12/17		New Request	High	
25	12/17	12/17	Week 23: Kick-off	Project Manager		12/17		New Request	High	
26	12/17	12/17	Week 24: Kick-off	Project Manager		12/17		New Request	High	
27	12/17	12/17	Week 25: Kick-off	Project Manager		12/17		New Request	High	
28	12/17	12/17	Week 26: Kick-off	Project Manager		12/17		New Request	High	
29	12/17	12/17	Week 27: Kick-off	Project Manager		12/17		New Request	High	
30	12/17	12/17	Week 28: Kick-off	Project Manager		12/17		New Request	High	
31	12/17	12/17	Week 29: Kick-off	Project Manager		12/17		New Request	High	
32	12/17	12/17	Week 30: Kick-off	Project Manager		12/17		New Request	High	
33	12/17	12/17	Week 31: Kick-off	Project Manager		12/17		New Request	High	
34	12/17	12/17	Week 32: Kick-off	Project Manager		12/17		New Request	High	
35	12/17	12/17	Week 33: Kick-off	Project Manager		12/17		New Request	High	
36	12/17	12/17	Week 34: Kick-off	Project Manager		12/17		New Request	High	
37	12/17	12/17	Week 35: Kick-off	Project Manager		12/17		New Request	High	
38	12/17	12/17	Week 36: Kick-off	Project Manager		12/17		New Request	High	
39	12/17	12/17	Week 37: Kick-off	Project Manager		12/17		New Request	High	
40	12/17	12/17	Week 38: Kick-off	Project Manager		12/17		New Request	High	
41	12/17	12/17	Week 39: Kick-off	Project Manager		12/17		New Request	High	
42	12/17	12/17	Week 40: Kick-off	Project Manager		12/17		New Request	High	
43	12/17	12/17	Week 41: Kick-off	Project Manager		12/17		New Request	High	
44	12/17	12/17	Week 42: Kick-off	Project Manager		12/17		New Request	High	
45	12/17	12/17	Week 43: Kick-off	Project Manager		12/17		New Request	High	
46	12/17	12/17	Week 44: Kick-off	Project Manager		12/17		New Request	High	
47	12/17	12/17	Week 45: Kick-off	Project Manager		12/17		New Request	High	
48	12/17	12/17	Week 46: Kick-off	Project Manager		12/17		New Request	High	
49	12/17	12/17	Week 47: Kick-off	Project Manager		12/17		New Request	High	
50	12/17	12/17	Week 48: Kick-off	Project Manager		12/17		New Request	High	
51	12/17	12/17	Week 49: Kick-off	Project Manager		12/17		New Request	High	
52	12/17	12/17	Week 50: Kick-off	Project Manager		12/17		New Request	High	
53	12/17	12/17	Week 51: Kick-off	Project Manager		12/17		New Request	High	
54	12/17	12/17	Week 52: Kick-off	Project Manager		12/17		New Request	High	
55	12/17	12/17	Week 53: Kick-off	Project Manager		12/17		New Request	High	
56	12/17	12/17	Week 54: Kick-off	Project Manager		12/17		New Request	High	
57	12/17	12/17	Week 55: Kick-off	Project Manager		12/17		New Request	High	
58	12/17	12/17	Week 56: Kick-off	Project Manager		12/17		New Request	High	
59	12/17	12/17	Week 57: Kick-off	Project Manager		12/17		New Request	High	
60	12/17	12/17	Week 58: Kick-off	Project Manager		12/17		New Request	High	
61	12/17	12/17	Week 59: Kick-off	Project Manager		12/17		New Request	High	
62	12/17	12/17	Week 60: Kick-off	Project Manager		12/17		New Request	High	
63	12/17	12/17	Week 61: Kick-off	Project Manager		12/17		New Request	High	
64	12/17	12/17	Week 62: Kick-off	Project Manager		12/17		New Request	High	
65	12/17	12/17	Week 63: Kick-off	Project Manager		12/17		New Request	High	
66	12/17	12/17	Week 64: Kick-off	Project Manager		12/17		New Request	High	
67	12/17	12/17	Week 65: Kick-off	Project Manager		12/17		New Request	High	
68	12/17	12/17	Week 66: Kick-off	Project Manager		12/17		New Request	High	
69	12/17	12/17	Week 67: Kick-off	Project Manager		12/17		New Request	High	
70	12/17	12/17	Week 68: Kick-off	Project Manager		12/17		New Request	High	
71	12/17	12/17	Week 69: Kick-off	Project Manager		12/17		New Request	High	
72	12/17	12/17	Week 70: Kick-off	Project Manager		12/17		New Request	High	
73	12/17	12/17	Week 71: Kick-off	Project Manager		12/17		New Request	High	
74	12/17	12/17	Week 72: Kick-off	Project Manager		12/17		New Request	High	
75	12/17	12/17	Week 73: Kick-off	Project Manager		12/17		New Request	High	
76	12/17	12/17	Week 74: Kick-off	Project Manager		12/17		New Request	High	
77	12/17	12/17	Week 75: Kick-off	Project Manager		12/17		New Request	High	
78	12/17	12/17	Week 76: Kick-off	Project Manager		12/17		New Request	High	
79	12/17	12/17	Week 77: Kick-off	Project Manager		12/17		New Request	High	
80	12/17	12/17	Week 78: Kick-off	Project Manager		12/17		New Request	High	
81	12/17	12/17	Week 79: Kick-off	Project Manager		12/17		New Request	High	
82	12/17	12/17	Week 80: Kick-off	Project Manager		12/17		New Request	High	
83	12/17	12/17	Week 81: Kick-off	Project Manager		12/17		New Request	High	
84	12/17	12/17	Week 82: Kick-off	Project Manager		12/17		New Request	High	
85	12/17	12/17	Week 83: Kick-off	Project Manager		12/17		New Request	High	
86	12/17	12/17	Week 84: Kick-off	Project Manager		12/17		New Request	High	
87	12/17	12/17	Week 85: Kick-off	Project Manager		12/17		New Request	High	
88	12/17	12/17	Week 86: Kick-off	Project Manager		12/17		New Request	High	
89	12/17	12/17	Week 87: Kick-off	Project Manager		12/17		New Request	High	
90	12/17	12/17	Week 88: Kick-off	Project Manager		12/17		New Request	High	
91	12/17	12/17	Week 89: Kick-off	Project Manager		12/17		New Request	High	
92	12/17	12/17	Week 90: Kick-off	Project Manager		12/17		New Request	High	
93	12/17	12/17	Week 91: Kick-off	Project Manager		12/17		New Request	High	
94	12/17	12/17	Week 92: Kick-off	Project Manager		12/17		New Request	High	
95	12/17	12/17	Week 93: Kick-off	Project Manager		12/17		New Request	High	
96	12/17	12/17	Week 94: Kick-off	Project Manager		12/17		New Request	High	
97	12/17	12/17	Week 95: Kick-off	Project Manager		12/17		New Request	High	
98	12/17	12/17	Week 96: Kick-off	Project Manager		12/17		New Request	High	
99	12/17	12/17	Week 97: Kick-off	Project Manager		12/17		New Request	High	
100	12/17	12/17	Week 98: Kick-off	Project Manager		12/17		New Request	High	
101	12/17	12/17	Week 99: Kick-off	Project Manager		12/17		New Request	High	
102	12/17	12/17	Week 100: Kick-off	Project Manager		12/17		New Request	High	

Having all of these elements connected and available for the various teams and project partners ensures we can track progress with the ability to live comment and view and never miss a beat.



1. CLIENT DOCUMENTS	2. RESEARCH	3. FINAL SUBMITTED DO...
5. PO LOG	6. TEAM BREAKDOWN	

For the files we won't be able to store in Smartsheet, we'll hyperlink to other relevant project information stored in our company Google Drive which will have shared access with the San Fernando team.

For added internal communication, we'll use Slack; where we can create channels for project leads and the team at San Fernando. Slack will reduce the number of emails that we have to send as we can quickly and efficiently share large files.



We'll schedule weekly and monthly status report calls for various departments including budgeting and finance. Before each meeting, an agenda will be sent to all involved parties and live notes will be taken during the meeting to be stored on the drive for documentation. Master folders to include all notes and to-do lists will also be added. Our meetings can be run virtually using either Google Meet, Zoom, or Teams if we're unable to coordinate in-person meetings.

PRELIMINARY TIMELINE

Agency appointed	April 14th, 2023
Administration & pre-production phase	April 17th - April 28th, 2023
Production phase <ul style="list-style-type: none">- Community outreach & meetings- Creation of Marketing & sponsor plan- Site check with government agencies- Decision on 5K run, etc.	May 1st - May 26th, 2023
Implementation phase <ul style="list-style-type: none">- Community outreach (city halls, etc)- Implementation of marketing plan (outreach on social, radio, flyers, etc)- Contacting of sponsors, vendor sign-up- Finalization of route and safety plans, etc.- Finalization of HUB	May 29th - June 23rd, 2023
Final preparation phase <ul style="list-style-type: none">- Detailed list will follow	June 26th - August 18th, 2023
Execution phase <ul style="list-style-type: none">- Detailed list will follow	August 21st - September 23rd, 2023
Close-out phase	September 25th - October 13th, 2023

BUDGET OVERVIEW - CITY OF SAN FERNANDO FESTIVAL 2023					
#	ITEM	(DAY) RATE	UNITS	TOTAL BUDGET	NOTES
1	ADMINISTRATION & PRE-PRODUCTION WORK TVCF <i>*All these costs include staff costs from TVCF (& other possible supporting partners) and other direct costs. These costs are combined per line item.</i>				
1.1	Project kick-off meeting	\$1,880.00	1	\$1,880.00	
1.2	Meetings (monthly, weekly in-person/virtually)	\$5,200.00	1	\$5,200.00	
1.3	Technical Advisory Meetings (monthly, weekly in-person/virtually)	\$500.00	4	\$2,000.00	
1.4	Creation of list of Event Partners and Roles - We will compile an overview of event partners, suppliers, all city agencies and their roles & responsibilities	\$650.00	1	\$650.00	
1.5	Coordination with City Staff/ Law Enforcement - Kick-off meeting - Update meetings - Weekly email contact	\$600.00	4	\$2,400.00	
1.6	Submit initial federal procurement form	\$750.00	1	\$750.00	
1.7	Pre-production phase by TVCF management & production team for prepping festival on an overall level. - Hours, internal meetings, site checks, phone calls, etc. all included.	\$4,900.00	1	\$4,900.00	
1.8	TVCF internal & back-office administration	\$1,400.00	1	\$1,400.00	
1.9	Contingency	\$1,000.00	1	\$1,000.00	
	TOTAL ADMINISTRATION COSTS			\$20,180.00	
2	COMMUNITY OUTREACH <i>*All these costs include staff costs from TVCF (& other possible supporting partners) and other direct costs. These costs are combined per line item.</i>				
2.1	Informational Handouts/Press Releases	\$7,500.00	1	\$7,500.00	
2.2	Online and Social Media Outreach	\$5,150.00	1	\$5,150.00	
2.3	Educational Workshops & City Halls	\$6,260.00	1	\$6,260.00	
2.4	Recruit & Train Volunteers	\$6,840.00	1	\$6,840.00	
2.5	Recruit & Certify Bike & Metro Leads	\$4,400.00	1	\$4,400.00	
2.6	Promotional items and marketing materials	\$9,800.00	1	\$9,800.00	
2.7	Volunteer incentives	\$4,800.00	1	\$4,800.00	
2.8	Volunteer & Festival crew and staff shirts/outfits - Fanny packs, shirts, pens, hats, socks, etc.	\$6,400.00	1	\$6,400.00	
2.9	Raffle items, registration, judging & management	\$5,650.00	1	\$5,650.00	
2.10	Mailings/Website	\$4,320.00	1	\$4,320.00	
2.11	Community question hotline (chat/text possibility) - There will always be someone online who will be able to answer questions.	\$3,875.00	1	\$3,875.00	
2.12	Festival outreach & support desk (during weeks gearing up to festival and at festival)	\$5,500.00	1	\$5,500.00	
2.13	TVCF team for community outreach - support & management during pre-production, production & execution phase - Various management and producer roles, incl. their days/hours	\$13,000.00	1	\$13,000.00	
2.14	Contingency	\$1,500.00	1	\$1,500.00	
	TOTAL COMMUNITY OUTREACH COSTS			\$84,995.00	
3	MARKETING & SPONSORSHIP <i>*All these costs include staff costs from TVCF (& other possible supporting partners) and other direct costs. These costs are combined per line item.</i>				
3.1	Market research & study - A market research report will be created.	\$3,800.00	1	\$3,800.00	
3.2	Development of marketing plan - Including feedback rounds	\$4,625.00	1	\$4,625.00	
3.3	Development of event website, social media accounts, etc. - Including feedback rounds	\$3,930.00	1	\$3,930.00	
3.4	Development of multi-tier sponsorship plan - Including feedback rounds	\$4,330.00	1	\$4,330.00	
3.5	Implementation of marketing plan on different channels	\$3,900.00	1	\$3,900.00	
3.6	Spread of sponsorship opportunities to community & support during process	\$3,750.00	1	\$3,750.00	
3.7	Management of marketing plan & customer service	\$6,300.00	1	\$6,300.00	
3.8	Communication with sponsors & registration process - Design and implementation of all sponsor deals - Paperwork & handling	\$8,320.00	1	\$8,320.00	
3.9	TVCF team for marketing & sponsorship - support & management during pre-production, production & execution phase - Various management and producer roles, incl. their days/hours	\$8,200.00	1	\$8,200.00	
3.10	Contingency	\$1,500.00	1	\$1,500.00	
	TOTAL MARKETING & SPONSORSHIP			\$48,655.00	
4	TRAFFIC & SAFETY PRE-PRODUCTION PHASE <i>*All these costs include staff costs from TVCF (& other possible supporting partners) and other direct costs. These costs are combined per line item.</i>				
4.1	Route site check, finalization with traffic & safety (city) agencies	\$2,850.00	1	\$2,850.00	
4.2	Closure of freeway 118 ramp - permitting, management etc.	\$5,450.00	1	\$5,450.00	
4.3	Traffic support agencies - Incl. placement of cones, message board, barricades, etc. - Staff and traffic control plan - Staff & traffic control crew	\$28,600.00	1	\$28,600.00	
4.4	Other traffic, public safety measures budget	\$11,300.00	1	\$11,300.00	

BUDGET OVERVIEW - CITY OF SAN FERNANDO FESTIVAL 2023					
#	ITEM	(DAY) RATE	UNITS	TOTAL BUDGET	NOTES
	TOTAL MARKETING & SPONSORSHIP			\$48,200.00	
	5 MANAGEMENT/COORDINATION FOR EVENT DAY				
5.1	Route finalization (incl. 5K run)	\$5,320.00	1	\$5,320.00	
5.2	Identification of Business/Entertainment	\$2,850.00	1	\$2,850.00	
5.3	Coordination with Metro/Other Transit Agencies	\$5,450.00	1	\$5,450.00	
5.4	General Elements/Ideas/Goals Zone/Hub - Decorating & activities per hub - AV hardware, staging, radios etc. per hub, if applicable. - Entertainment/dance/sing/speaking/activities, etc. per hub as ne	\$60,000.00	1	\$60,000.00	
	5K run budget for preparation & day-off management - Include route management - Registration, pick-up running kit, medals, etc. - AV hardware for start signal, finish, music & clock - Signage along the route - Medics, traffic & safety, support staff - Event documentation team - Entertainment along the 5K - Barricades and other support logistics gear/materials for safety of run - 5K management & support team, incl. volunteers etc. * This is an estimate and we have considered that there will be a contribution of sponsors and of selling tickets as well, so this is not the total number for the 5K race.				
5.5		\$46,000.00	1	\$46,000.00	
5.6	Promotion and Implementation during last week and on-site	\$2,800.00	1	\$2,800.00	
5.7	Permitting	\$4,800.00	1	\$4,800.00	
5.8	Insurances (workers' comp, liability increase etc.)	\$4,400.00	1	\$4,400.00	
5.9	Coordination of Public Safety/Law Enforcement	\$3,370.00	1	\$3,370.00	
5.10	Coordination of Traffic Control Measures	\$4,950.00	1	\$4,950.00	
5.11	Printing of all sponsorship materials - Incl. banners, backdrops, handouts, etc.	\$7,800.00	1	\$7,800.00	
5.12	Staging & AV Hardware for opening ceremony - Some seating and media platform etc.	\$12,000.00	1	\$12,000.00	
5.13	TVCF team for production phase of festival - Various management, creative, producer, PA roles, incl. their days/hours	\$21,580.00	1	\$21,580.00	
5.14	Contingency	\$2,500.00	1	\$2,500.00	
	TOTAL MANAGEMENT/COORDINATION FOR EVENT DAY			\$183,820.00	
	6 EVENT DAY RESPONSIBILITIES				
6.1	Set-up & Manage Activity Zones/Hub Areas	\$16,000.00	1	\$16,000.00	
6.2	Manage Volunteers	\$5,200.00	1	\$5,200.00	
6.3	Vendor & Businesses Coordination, set-up & management	\$6,215.00	1	\$6,215.00	
6.4	Designated bike area and parking stations coordination - Incl. rental bike racks, locks etc.	\$7,328.00	1	\$7,328.00	
6.5	Designated trash & portable restrooms - Including rental trash bins, portable restrooms etc.	\$9,000.00	1	\$9,000.00	
6.6	Trash collection & clean up crew - Separation of trash, management, etc.	\$5,800.00	1	\$5,800.00	
6.7	Bike Clinic/Repair Station/Bike Valet management	\$7,300.00	1	\$7,300.00	
6.8	Public Safety/Law Enforcement	\$21,500.00	1	\$21,500.00	
6.9	Traffic Control Measures	\$18,725.00	1	\$18,725.00	
6.10	Event documentation team - Will include shots from people to receive feedback - Drone TBD	\$8,500.00	1	\$8,500.00	
6.11	TVCF management team for festival day - Full management team (see detailed team structures in proposal) for management of festival	\$28,000.00	1	\$28,000.00	
6.12	Contingency	\$1,500.00	1	\$1,500.00	
	TOTAL EVENT DAY RESPONSIBILITIES COSTS			\$135,068.00	
	7 PROJECT CLOSEOUT				
7.1	Data analysis and evaluation - Creation of analysis and evaluation report	\$3,860.00	1	\$3,860.00	
7.2	Complete Federal Procurement Documents	\$3,585.00	1	\$3,585.00	
7.3	TVCF team post-event phase	\$5,200.00	1	\$5,200.00	
	TOTAL TVCF AGENCY FEE COSTS			\$12,645.00	
	TOTAL			\$533,563.00	
	BUDGET WITHOUT 5K RUN			\$487,563.00	

Hourly rate estimated overview																				
*Please note that these hours are estimates and the hourly rates are not set in stone. Once we kick-off the project we can share a detailed (more final) overview with you.																				
#	TASK DESCRIPTION	Fransiska Weckesser		Martin van der Werff		Catherine Ferrier		Lauren Slone		Fernando Vazquez		Sara Jansen		Michael Douglas		Margo Williams		Maroun Saab		TOTAL for TVCF staff
		Day rate	Hours	Day rate	Hours	Day rate	Hours	Day rate	Hours	Day rate	Hours	Day rate	Hours	Day rate	Hours	Day rate	Hours	Day rate	Hours	
1	ADMINISTRATION & PRE-PRODUCTION WORK TVCF	\$250.00	4	\$250.00	6	\$200.00	16	\$175.00	8	\$200.00	10	\$150.00	8	\$150.00	5	\$150.00	8	\$125.00	8	
2	COMMUNITY OUTREACH		3		1		10		6		6		6		4		6		6	
3	MARKETING & SPONSORSHIP		3		3		14		6		10		6		4		6		6	
4	TRAFFIC & SAFETY PRE-PRODUCTION PHASE		2				12		4		4		3		17		3		3	
5	MANAGEMENT/COORDINATION FOR EVENT DAY		8		8		30		16		16		12		12		12		12	
6	EVENT DAY RESPONSIBILITIES		6		6		20		14		12		12		12		12		12	
7	PROJECT CLOSEOUT		2		2		10		4		4		2		1		2		2	
8	5K RUN *Not calculated in total amount below.	\$250.00	6	\$250.00	4	\$200.00	10	\$175.00	6	\$200.00	8	\$150.00	6	\$150.00	6	\$150.00	6	\$125.00	20	\$12,350.00
	TOTAL HOURS AND NOT TO EXCEED COSTS	\$8,500.00	28	\$6,500.00	26	\$22,400.00	112	\$10,150.00	58	\$12,400.00	62	\$7,350.00	49	\$8,250.00	55	\$7,350.00	49	\$6,125.00	49	\$89,025.00

**THE VERY
CREATIVE
FIRM****Compensation schedule:**

The total cost of the project is **\$ 487,563.00**. The following is a description of the compensation schedule that we would propose for this project.

#	Date	Amount	Description/Notes
1	04-21-2023	\$ 195,025.20	This is the downpayment for the project and is 40% of the total.
2	05-26-2023	\$ 48,756.30	10% of total
3	06-27-2023	\$ 48,756.30	10% of total
4	07-27-2023	\$ 48,756.30	10% of total
5	08-28-2023	\$ 73,134.45	15% of total
6	10-24-2023	\$ 97,512.60	Final payment, 15% of total amount.

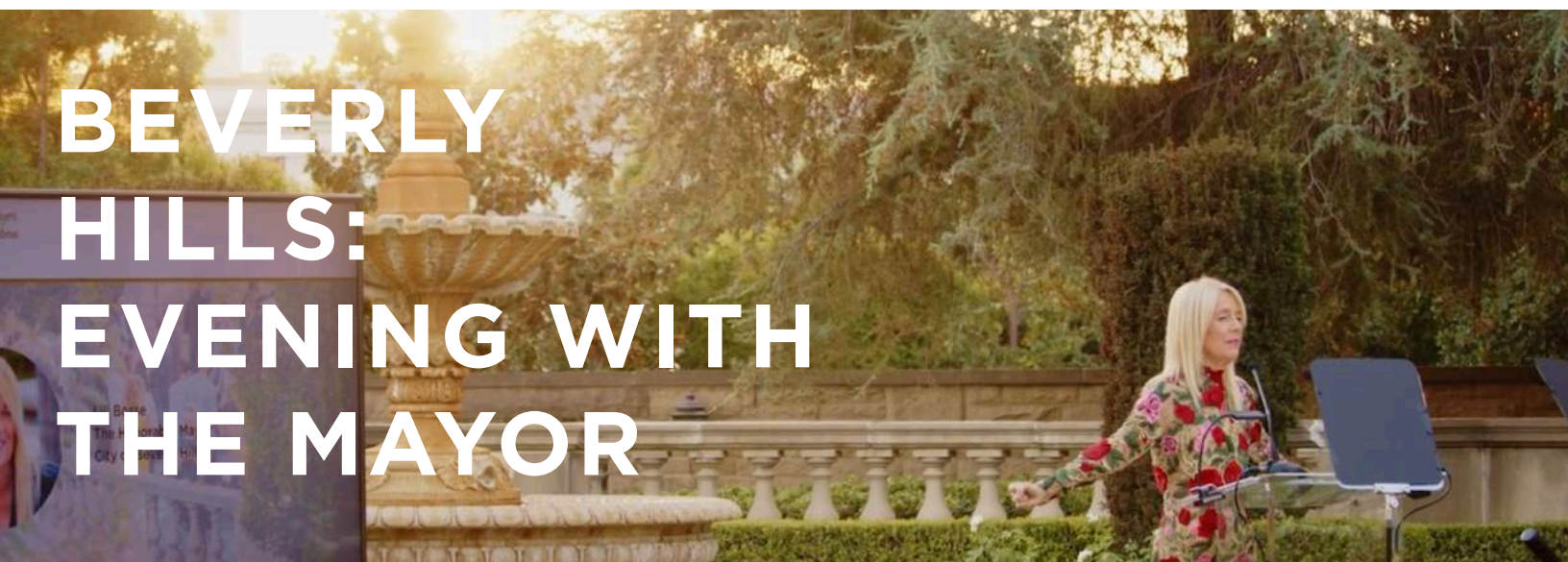
THE VERY
CREATIVE
FIRM



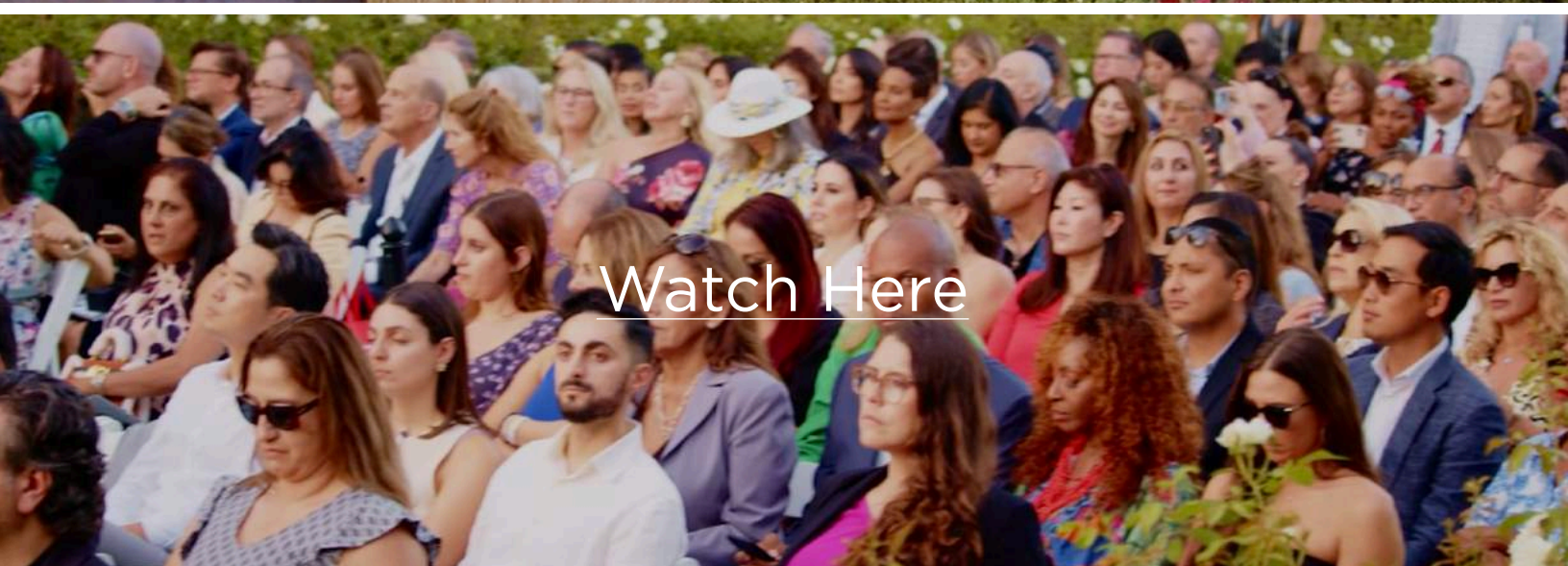
Conflict of Interest Statement

TVCF has not been involved in any projects or plans with the City of San Fernando in the last year.

CREDENTIALS



BEVERLY HILLS: EVENING WITH THE MAYOR

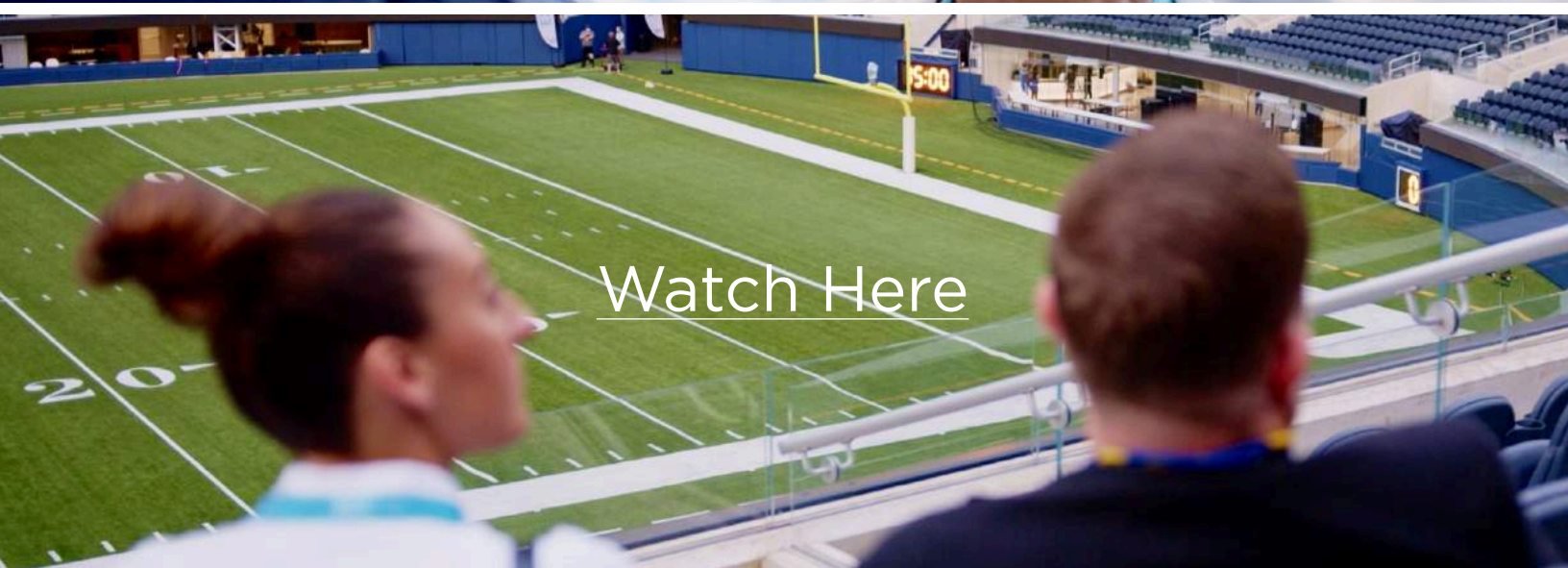


Watch Here



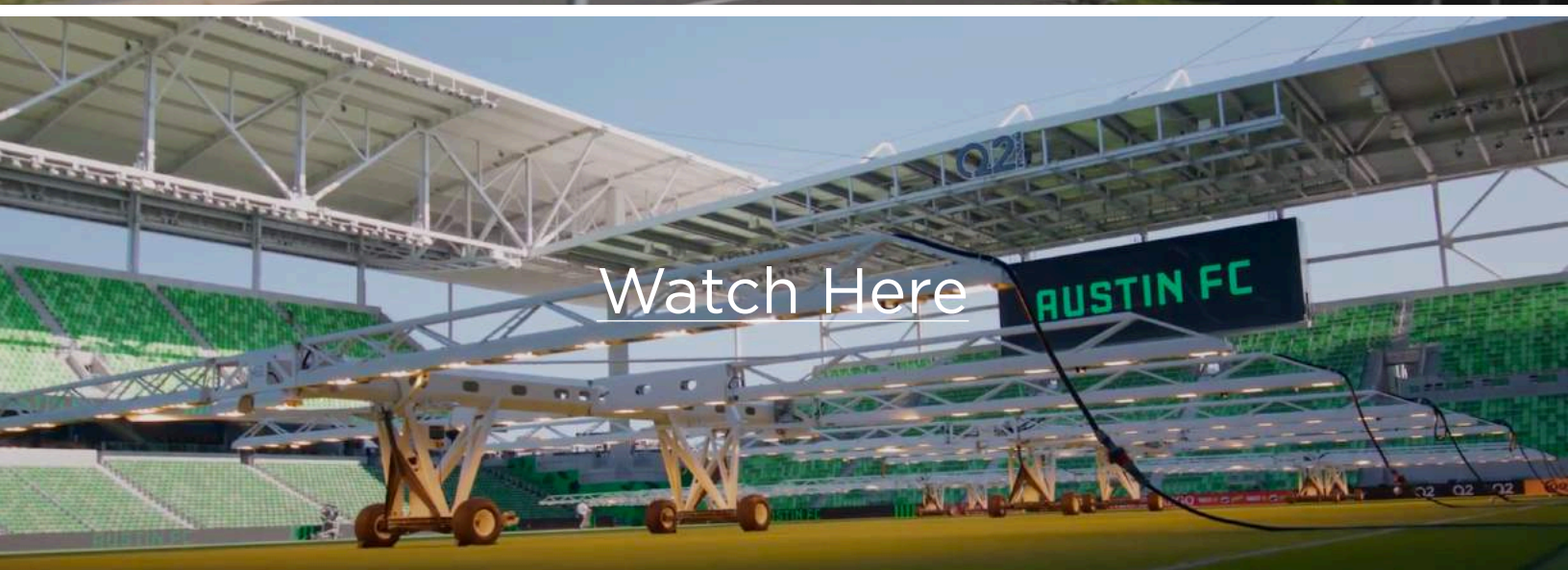
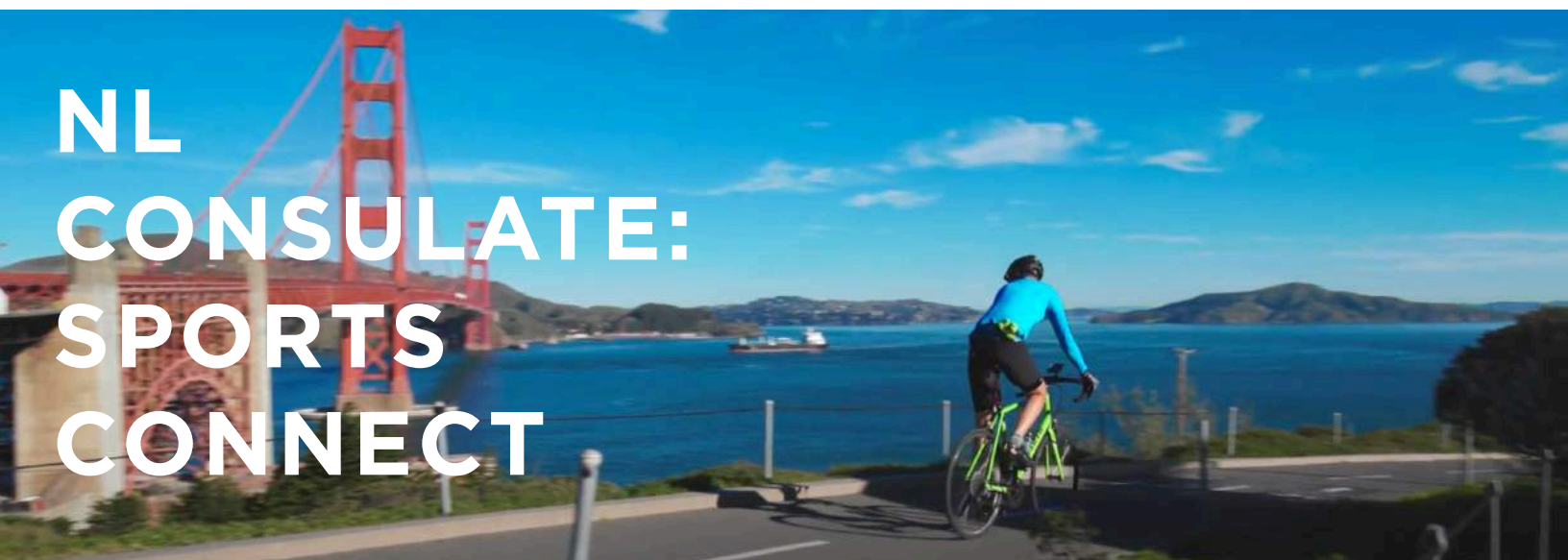


BEVERLY HILLS: SOFI STADIUM





NL CONSULATE: SPORTS CONNECT





MINI COOPER: INTERNATIONAL LAUNCH

Watch Here







BOOYAH! ADVERTISING



[Watch Here](#)



booyah

We asked the people of L.A. the same questions...

BMW MOBILITY INTERVIEWS

Watch Here

THANK YOU!

**WE APPRECIATE YOUR TIME GOING
THROUGH THESE DOCUMENTS.**

**IF YOU HAVE ANY QUESTIONS,
PLEASE REACH OUT TO:
FRANSISKA@THEVERYCREATIVEFIRM.COM**

Presented By

**THE VERY
CREATIVE
FIRM**



*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Richard Padilla, Assistant City Attorney

Date: May 1, 2023

Subject: Consideration and Approval to Adopt a Resolution Establishing a City Flag Display Policy

RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 8228 (Attachment "A") that establishes a City Flag Display Policy (Attachment "A," Exhibit "A"); and
- b. Provide staff with direction regarding use of City flag poles and other city property for speech, as applicable.

BACKGROUND:

1. On March 20, 2023, the City Council received a number of public comments requesting the City display the Christian Flag on city-owned flag poles. City Council referred the item to the Diversity, Equity and Inclusion (DEI) Ad Hoc to consider a City flag display policy.
2. On April 17, 2023, the City Council considered an item to appoint new members the DEI Ad Hoc and, as part of that item, directed staff to present a draft flag display policy at the next Council meeting and forego review by the DEI Ad Hoc.

ANALYSIS:

The City of San Fernando has historically displayed the United States Flag, the California State Flag, and the City of San Fernando Flag on city-owned flag poles in the Civic Center area. The United States Flag is also displayed at other City facilities, including parks and in the public right of way. However, the City does not have a City Council-adopted Flag Display Policy ("FDP") regarding the display of flags, including commemorative flags.

Consideration and Approval to Adopt a Resolution Establishing a City Flag Display Policy

Page 2 of 3

The display of commemorative flags in particular on City property can raise First Amendment - Free Speech issues, depending on whether the flag is treated as private speech on public property or government speech.

A “commemorative flag” is a flag (other than the United States, California or City flag) associated with or identified with a specific historical event, cause, nation or group of people and are typically flown to honor or commemorate such events, causes, nations or people.

Without a clear policy establishing rules for when the City chooses to display a commemorative flag, a court might find that a flagpole or other City property is a “limited public forum” under the First Amendment, which could restrict the City’s ability to decide what commemorative flags to display.

Under the Government Speech Doctrine, as defined by the United States Supreme Court, a government organization, like the City of San Fernando, may advance its own expression without having to accommodate the messages of others in the same forum. In furtherance of the City’s exercise of the Government Speech Doctrine, the proposed policy is designed to ensure that the City’s property where a flag may be displayed is reserved for the City’s own governmental speech only.

Staff has prepared a proposed City FDP (Attachment “A,” Exhibit “A”) relating to the display of flags modeled after the FDP of the City of San Jose, which was specifically approved of by the United States Supreme Court in *Shurtleff v. City of Boston, Massachusetts* (2022) 142 S.Ct. 1584.

Shurtleff v. City of Boston

In *Shurtleff*, the case involved a dispute over the City of Boston’s denial of a private organization’s request to fly a religious flag outside City Hall. Boston had allowed private groups to hold flag-raising ceremonies outside of City Hall during which groups could replace the city flag with a flag of that group’s choosing. The Supreme Court, however, found that Boston’s “lack of meaningful involvement in the selection of flags or the crafting of their messages” amounted to private – not government – speech. Because Boston did not have a written policy or any internal guidance regarding which flags private person(s) could fly and what message those flags might communicate, the Supreme Court concluded that Boston’s denial of the private group’s request to fly its religious flag violated the Free Speech Clause of the First Amendment.

The Supreme Court advised that Boston was free to change its policies to “make clear that it wished to speak for itself by raising flags.” The Court cited approvingly the flag policy adopted by the City of San Jose. The Court liked that the San Jose policy included language stating that San Jose’s “flagpoles are not intended to serve as a forum for free-expression by the public” and limited its approval of flags flown to those that constitute “an expression of the City’s official sentiments.” The Court’s quasi-endorsement of San Jose’s policy strongly suggests that local flag policies with these features would qualify as government speech allowing a city to exercise its own discretion in deciding whether to allow or reject flying of a particular flag provide such discretion is exercised consistent with the city’s adopted policies.

Consideration and Approval to Adopt a Resolution Establishing a City Flag Display Policy

Page 3 of 3

Proposed Flag Display Policy

Like the policy adopted by the City of San Jose, the proposed FDP outlines the procedures and standards for the display of flags at City facilities, including the display of commemorative flags at City Hall.

The policy ensures that the City retains control of its property on which to display commemorative flags that express the City's official sentiments. Upon City Council authorization of the display of a commemorative flag, the City would display it at City Hall or other City facilities during a designated period. By adoption of a policy, the City clearly signals that its flagpoles are not intended to serve as an open forum for public expression. Rather, the City's flagpoles are to be used exclusively by the City, where the City Council may display a commemorative flag as a form of its own expression.

The policy prohibits third-party requests for commemorative flag displays, and only allows for the display of commemorative flags when the request is brought forth by a City Councilmember and is then authorized by the City Council as an expression of the City's official sentiments. To avoid potential violations of the Establishment Clause of the United States Constitution, the policy also provides that the City will not entertain the flying of flags as mentioned below:

- a. A particular religious movement or creed to avoid the appearance of City government endorsing religion or a particular religious movement or creed.
- b. A Political party to avoid the appearance of City government endorsing a political party.
- c. Advocating a certain outcome in an election.

Adopting a FDP would set forth procedures and standards for the display of flags at City facilities, including commemorative flags

BUDGET IMPACT:

There is no fiscal impact associated with the discussion of the matter.

CONCLUSION:

It is recommended that the City Council adopt the proposed Resolution (Attachment "A") that establishes a Flag Display Policy (Exhibit "A" of Attachment "A") for the City of San Fernando, and provide staff with direction, as applicable.

ATTACHMENTS:

- A. Resolution No. 8228, including:
Exhibit A: Flag Display Policy

RESOLUTION NO. 8228

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO,
CALIFORNIA, ESTABLISHING THE CITY OF SAN FERNANDO FLAG DISPLAY
POLICY**

WHEREAS, the City of San Fernando displays the United States Flag, the California State Flag, and the City of San Fernando Flag on City property; and

WHEREAS, the City Council desires to establish a policy that provides guidance and standards for the display of flags at City facilities and on City property, including commemorative flags.

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

Section 1. **Recitals.** The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. **Flag Display Policy.** The City Council hereby approves and adopts the Flag Display Policy attached hereto as Exhibit "A".

Section 3. **Effective Date.** This Resolution shall immediately take effect upon passage.

Section 4. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the Office of the City Clerk.

PASSED, APPROVED, AND ADOPTED THIS 1st day of May, 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. 8228 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 1st day of May, 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 May, 2023.

Julia Fritz, City Clerk

POLICY/PROCEDURE

SUBJECT	ISSUANCE	
FLAG DISPLAY POLICY	ORIGINAL DATE	EFFECTIVE
	5/1/2023	
	CURRENT DATE	EFFECTIVE
CATEGORY	POLICY NO.	SUPERSEDES
City Council Policy	CC-05012023	

MANAGEMENT POLICY/PROCEDURES

SECTION I. PURPOSE

To establish guidelines for: (1) the exhibition of the flag of the United States of America, the California State flag, the San Fernando City flag from City buildings and facilities, (2) the display of street flags for parades and holidays, and (3) the display of ceremonial flags.

SECTION II. POLICY

It is the policy of the City of San Fernando that flags should be displayed in conformance with Federal and State policies, as stated in the Federal "Our Flag" publication of the Congress, House Document No. 96-144; and the State of California Government Code Sections 430 and 437.

In order to establish a policy with respect to the locations and days when the United States of America, California State, and San Fernando City flags should be displayed, the following standards should be followed.

The City Manager is responsible for ensuring the proper execution of this policy at all City facilities.

SECTION III. STANDARDS

A. Federal, State and City Flags

- Outdoor flags will be flown at City facilities in the following order of precedence: first, the United States flag; second, the California State flag; and third, the San Fernando City flag.
- Weather permitting, flags should be displayed daily in front of or at a location near City Hall, the Police Administration Building and all other City facilities during business hours.
- Flags should not be displayed in inclement weather. However, all-weather flags may be flown on a 24-hour basis as long as they are illuminated from sunset to sunrise. The City Hall flags shall be all-weather flags, shall be flown on a 24-hour basis and shall be illuminated at night.
- The San Fernando City flag will be flown wherever there are sufficient poles to do so in accordance with A-2 above. The City flag may be displayed on the same pole with, and underneath the Federal and State flags, respectively, whenever the pole is of sufficient height. . The flag of the United States

of American shall also be flown above any other flags, including when displayed half-staff.

5. New City facilities where any flags are to be flown shall be constructed with a sufficient number of poles to allow the City flag to be flown.
6. Indoor City flags shall be displayed at a minimum in the City Council Chambers.
7. On recognized Federal and/or State holidays, and on other special occasions as listed below, flags should be flown from all locations listed in paragraph A-2 above.
 - (a) January 1, New Year's Day
 - (b) January 20, (2001, 2005, 2009, etc., every fourth year) on the day the President of the United States is inaugurated
 - (c) Third Monday in January, Martin Luther King's birthday
 - (d) Third Monday in February, Presidents' Day
 - (e) Second Sunday in May, Mother's Day
 - (f) Third Saturday in May, Armed Services Day
 - (g) Last Monday in May, Memorial Day. The flags to be flown at half-staff (first raise to top, then slowly lower to half-staff) until noon and at full staff from noon until sunset.
 - (h) Third Sunday in June, Father's Day
 - (i) June 14, Flag Day
 - (j) July 4, Independence Day
 - (k) First Monday in September, Labor Day
 - (l) September 9, California Admission Day
 - (m) September 17, Constitution Day (signing of the U.S. Constitution)
 - (n) The first Tuesday after the first Monday in November of a presidential election year and gubernatorial election days
 - (o) November 11, Veteran's Day
 - (p) Fourth Thursday in November, Thanksgiving Day
 - (q) December 25, Christmas Day
 - (r) State holidays
 - (s) Special occasions of Federal, State and local proclamation.
8. Flags at all City facilities shall be displayed in accordance with the above standards. However, the City

Manager may order flags to be lowered to half-staff including, but not limited to flags of the United States of America and State of California in honor of the death of a City employee killed in the line of duty.

B. Street Flags

Street flags are defined as flags flown in a flagpole mount generally attached to city streetlights. Street flags may be flown in the downtown area on Veteran's Day and Memorial Day, if requested by a group sponsoring an event on that day and approved by the City Council. Funding for this flag flying may be provided by an outside agency or at the City's expense, depending on the decision of the City Council.

C. Commemorative Flags

1. The City's flagpoles are not intended to serve as a forum for free expression by the public. The following flags may be displayed by the City as an expression of the City's official government speech:
 - (a) Flags of Governments Recognized by the United States. Flags of the governments recognized by the United States may be displayed upon the request of the Mayor, a member of the City Council or the City Manager subject to City Council approval as provided under Section C.3., below. .
 - (b) Flags of Sister Cities: The flags of official Sister Cities of San Fernando may be displayed in conjunction with an event involving the Sister City.
 - (c) Flags Displayed in Conjunction With Official Ceremonial Items: Other flags may be displayed in conjunction with official actions, ceremonial items, or proclamations of the City Council.
2. The City Council shall only consider a request to display a commemorative flag if the request is made by a member of the San Fernando City Council and another City Council member agrees to place the discussion to authorize such display on the agenda for a regular or special City Council meeting. Requests to fly a commemorative flag by members of the public will not be considered.
3. At a noticed and agendized City Council meeting, a majority of Council Members must agree to display the commemorative flag. Approval may be accomplished by motion with the vote on the motion recorded in the minutes of the City Council meeting.
4. Commemorative flags shall be displayed for a period of time that is reasonable or customary for the subject that is to be commemorated, but no longer than thirty (30) consecutive days.
5. Commemorative flags must be either purchased by the City or temporarily donated for the City's use and must be clean, without holes and tears, and be made of an all-weather fabric. Commemorative flags must be the same size or smaller than the United States and California flags that are flown. The City will not be responsible for the condition of the commemorative flag once flown.
6. If any other flag is flown at half-staff, the commemorative flag will also be flown at half-staff.
7. A "commemorative flag" as defined in this Policy shall mean a flag that identifies with a specific historical event, cause, nation or group of people that the City Council chooses to honor or commemorate consistent with the City's mission and priorities. The following are not allowed as

Commemorative Flags and will not be considered by the City Council:

- (a) Flags of a particular religious movement or creed to avoid the appearance of City government endorsing religion or a particular religious movement or creed;
- (b) Flags of a political party to avoid the appearance of City government endorsing a political party; and
- (c) Flags advocating a certain outcome in an election.

SECTION IV. AUTHORITY

By order of City Council Motion (Item No. ____), Policy adopted by the City Council on _____.

