



CHAIR ROBERT GONZALES  
VICE CHAIR PATTY LOPEZ  
COMMISSIONER NATASHA SANCHEZ-BROOKS  
COMMISSIONER ERICA FRIEND  
COMMISSIONER JOE PONCE

CITY OF SAN FERNANDO  
PARKS, WELLNESS, AND RECREATION COMMISSION  
REGULAR MEETING AGENDA SUMMARY  
JUNE 8, 2023 – 6:30 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 Board Secretary.

**SUBMIT PUBLIC COMMENT VIA EMAIL:**

Members of the public may submit comments by email to [LMoreno@sfcity.org](mailto:LMoreno@sfcity.org) no later than **4:00 p.m. the day of the meeting**, to ensure distribution to the Parks, Wellness, and Recreation Commission prior to consideration of the agenda. Comments received via email will be distributed to the Parks, Wellness, and Recreation Commission, 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 6:30 p.m. and 6:45 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 Chair.

# **PARKS, WELLNESS, AND RECREATION COMMISSION**

Regular Meeting Notice and Agenda – June 8, 2023

Page 2 of 5

---

**Call-in Telephone Number: (669) 900-6833**

**Meeting ID: 986 1620 1615**

**Passcode: 988843**

When connecting to the Zoom meeting to speak, you will be placed in a virtual “waiting area,” with your audio disabled, until it is your turn to speak and limited to three minutes.

## **CALL TO ORDER/ROLL CALL**

## **TELECONFERENCE 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 Chair Robert Gonzales

## **APPROVAL OF AGENDA**

Recommend that the Parks, Wellness, and Recreation Commission approve the agenda as presented.

## **PRESENTATIONS**

## **DECORUM AND ORDER**

City Commissioners are appointed by City Council and must be free to discuss issues confronting the city in an orderly environment. Members of the public attending City Commission 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 a City Commission or while attending a City Commission 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 Commission.

# **PARKS, WELLNESS, AND RECREATION COMMISSION**

Regular Meeting Notice and Agenda – June 8, 2023

Page 3 of 5

---

## **PUBLIC STATEMENTS – WRITTEN/ORAL**

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Members of the public may provide a **live public comment by calling in between 6:30 p.m. and 6:45 p.m. CALL- IN INFORMATION: Telephone Number: Telephone Number: (669) 900-6833, Meeting ID: 986 1620 1615; Passcode: 988843**

## **CULTURAL ARTS LIAISONS REPORT**

## **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 Parks, Wellness, and Recreation Commission wishes to discuss any item, it should first be removed from the Consent Calendar.

### **1. CONSIDERATION TO APPROVE PARKS, WELLNESS AND RECREATION COMMISSION MEETING MINUTES FOR:**

- a. May 11, 2023 – Regular Meeting

## **ADMINISTRATIVE REPORTS**

### **2. CESAR E. CHAVEZ MEMORIAL**

Recommend that the Parks, Wellness and Recreation Commission:

- a. Review the current MOU with Pueblo y Salud (PYS) , and discuss the draft letter to PYS seeking collaboration to restore the Cesar Chavez Memorial Plaza, and
- b. Provide staff direction as appropriate.

## **PARKS, WELLNESS, AND RECREATION COMMISSION**

Regular Meeting Notice and Agenda – June 8, 2023

Page 4 of 5

---

### **3. DISCUSSION REGARDING VANDALISM IN THE PARKS**

Recommend that the Parks, Wellness and Recreation Commission:

- a. Discuss the cost of adding new signage to all City parks and the bike path; and
- b. Discuss concerns regarding vandalism, safety, homelessness, and other issues with San Fernando Police Chief and Community Development Director.

### **4. DISCUSSION AND INFORMATIONAL UPDATE ON MAINTENANCE EFFORTS ON THE MISSION CITY BIKE TRAIL**

Recommend that the Parks, Wellness and Recreation Commission:

- a. Receive and file a report updating the maintenance efforts on the Mission City Bike Trail; and
- b. Provide staff guidance or recommendations, as appropriate.

### **5. PARK MASTER PLAN UPDATE**

Recommend that the Parks, Wellness and Recreation Commission:

- a. Receive and file a report on the Park Master Plan, including the land inventory study.

### **6. FACILITY RENTALS**

Recommend that the Parks, Wellness and Recreation Commission:

- a. Receive and file a report on the facility rental policy and procedures.

### **7. DEPARTMENT PROGRAMS AND SERVICES UPDATE**

Recommend that the Parks, Wellness and Recreation Commission:

- a. Receive and file a report updating the programs, services, activities, and business conducted by the Recreation and Community Services Department; and



# **PARKS, WELLNESS, AND RECREATION COMMISSION**

**Regular Meeting Notice and Agenda – June 8, 2023**

Page 5 of 5

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- b. Provide staff guidance or recommendations, as appropriate.

## **8. FUTURE AGENDA ITEMS**

Recommend that the Parks, Wellness and Recreation Commission:

- a. Discuss future agenda items; and
- b. With Commission consensus, propose a motion, obtain a second and majority vote, to place an item on the agenda.

## **STAFF COMMUNICATION**

## **GENERAL COMMISSION COMMENTS**

**ADJOURNMENT** The meeting will adjourn to its next regular meeting.

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

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Linda Bowden-Moreno

Administrative Assistant

Signed and Posted: June 5, 2023 (5:00 pm)

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*Agendas and complete Agenda Packets (including staff reports and exhibits related to each item) are posted on the City's Internet Web site ([www.sfcity.org](http://www.sfcity.org)). These are also available for public reviewing prior to a meeting at the Recreation and Community Services Department Public Counter. Any public writings distributed by the Parks, Wellness, and Recreation Commission to at least a majority of the Commissioners regarding any item on this regular meeting agenda will also be made available at the Recreation and Community Services Department Public Counter located at 208 Park Avenue, San Fernando, CA, 91340 during normal business hours. In addition, the City may also post such documents on the City's Web Site at [www.sfcity.org](http://www.sfcity.org). In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification/ accommodation to attend or participate in this meeting, including auxiliary aids or services please call the Recreation and Community Services Department Office at (818) 898-1290 at least 48 hours prior to the meeting.*

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CITY OF SAN FERNANDO  
PARKS, WELLNESS AND RECREATION COMMISSION

REGULAR MEETING  
MINUTES  
MAY 11, 2023  
ZOOM MEETING STREAMED ON YOUTUBE

THE FOLLOWING MINUTES ARE A SUMMARY OF ACTIONS TAKEN BY THE PARKS, WELLNESS AND RECREATION COMMISSION. VIDEO AND AUDIO OF THE ACTUAL MEETING ARE AVAILABLE FOR LISTENING AT: <https://www.youtube.com/c/CityOfSanFernando>

**CALL TO ORDER/ROLL CALL**

Commissioner Robert Gonzales called the meeting to order at 6:33 p.m. Executive Assistant, Maria Calleros, called the roll call.

The following persons were recorded as present:

**PRESENT:**

Commissioners Robert Gonzales, Erica Friend, and Patty Lopez

**ABSENT:**

Commissioners Joe Ponce and Natasha Sanchez-Brooks

Commissioner Sanchez-Brooks notified staff she would not be attending due to a personal matter.

Chair Robert Gonzales motioned to excuse the absence of Commissioner Sanchez-Brooks. Commissioner Friend seconded the motion. The motion passed unanimously with the following roll call vote:

AYES:	R. Gonzales, E. Friend, P. Lopez
NOES:	
ABSENT:	J. Ponce, N. Sanchez-Brooks
ABSTAIN:	

**ALSO PRESENT:**

Director of Recreation and Community Services Julian Venegas, Recreation Supervisor Maribel Perez, Carlos Hernandez Assistant to the City Manager, Executive Assistant Maria Calleros, and Office Clerk Soledad Chavez

## **PARKS, WELLNESS AND RECREATION COMMISSION**

Regular Meeting Minutes – May 11, 2023

Page 2 of 7

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### **PLEDGE OF ALLEGIANCE**

Commissioner Robert Gonzales led the Pledge of Allegiance.

### **APPROVAL OF AGENDA**

Commissioner Lopez motioned to approve the agenda for the May 11, 2023 Parks, Wellness and Recreation Commission meeting. Commissioner Friend seconded the motion. The motion passed unanimously with the following roll call vote:

AYES: R. Gonzales, E. Friend, P. Lopez

NOES:

ABSENT: J. Ponce, N. Sanchez-Brooks

ABSTAIN:

### **PRESENTATIONS**

None

### **PUBLIC STATEMENTS – WRITTEN/ORAL**

Ricardo Benitez, Sylmar resident, frequently visits the City of San Fernando. He spoke on the business growth in San Fernando. His main concern is regarding the appearance of the trees along Maclay St. Some trees are overgrown, some are dry and some areas do not have trees at all. He would like to see this area maintained and beautified as Maclay is a focal point of the City.

### **CULTURAL ARTS LIAISONS REPORT**

None

### **CONSENT CALENDAR**

Chair Gonzales noted some errors in the spelling of his last name in the minutes of the April 11, 2023 meeting. Vice Chair Lopez noted that some comments she made were not noted in the minutes. J. Venegas informed Commissioners that minutes include action items and a brief summary of any discussion.

Chair Gonzales motioned to approve the Consent Calendar approving the Minutes of the April 11, 2023 Parks, Wellness and Recreation Commission Meeting, with the edits pertaining to the

# **PARKS, WELLNESS AND RECREATION COMMISSION**

**Regular Meeting Minutes – May 11, 2023**

Page 3 of 7

---

spelling corrections. Commissioner Lopez seconded the motion. The motion passed unanimously with the following roll call vote:

AYES: R. Gonzales, E. Friend, P. Lopez

NOES:

ABSENT: J. Ponce, N. Sanchez-Brooks

ABSTAIN:

## **ADMINISTRATIVE REPORTS**

### **1. CESAR E. CHAVEZ MEMORIAL**

The RCS Department Director presented a draft letter addressed to Pueblo Y Salud seeking collaboration to restore the César E. Chávez Memorial and develop programming. Staff recommended an Ad Hoc Committee be developed to address this project. Staff requested feedback and recommendations on the draft letter.

Discussion ensued and Commissioner Lopez made a recommendation to create a task force. Chair Gonzales clarified that this body would not be participating in negotiations or fund raising. The current MOU sunsets in June 2027. Chair Gonzales requested a copy of the current MOU and recommended appointing two commissioners to an Ad Hoc Committee at a later meeting.

Chair Gonzales motioned to table this item to the next meeting to allow time to review the current MOU. Commissioner Friend seconded the motion. The motion passed unanimously with the following roll call vote:

AYES: R. Gonzales, E. Friend, P. Lopez

NOES:

ABSENT: J. Ponce, N. Sanchez-Brooks

ABSTAIN:

### **2. DISCUSSION REGARDING VANDALISM IN THE PARKS**

The Chief of Police and Community Development Director were invited to attend this meeting, however, they were not available. Maribel Perez provided an update on the history and development of Rudy Ortega Park. Commissioner Lopez expressed concerns regarding vandalism and signage. Staff surveyed the park for current signage and identified posted signs with park hours, the prohibition of alcohol, and informing patrons to pick up after their pets. Samples of

## **PARKS, WELLNESS AND RECREATION COMMISSION**

**Regular Meeting Minutes – May 11, 2023**

Page 4 of 7

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signs to report suspicious activity and other information were provided to the Commission for their feedback.

Carlos Hernandez, Assistant to the City Manager, reported that the City has a phone number to report nuisance issues to the Public Works Department. Staff is currently in the procurement process to move forward in revamping the City Website which will include reporting feature.

Chair Gonzales motioned to direct staff to provide information on the cost of adding new signage to all City parks and the bike path, with information on reporting suspicious activity and vandalism, using a QR code and non-emergency Police Department phone number, with Spanish translation. Commissioner Lopez seconded the motion. The motion passed unanimously with the following roll call vote:

AYES: R. Gonzales, E. Friend, P. Lopez  
NOES:  
ABSENT: J. Ponce, N. Sanchez-Brooks  
ABSTAIN:

### **3. DISCUSSION REGARDING PROVIDING TRANSLATION SERVICES AT COMMISSION MEETINGS**

This item was added to the agenda by Commissioner Lopez who is recommending language translation services at commission meetings. Carlos Hernandez reported that the City is looking at costs associated with language translation at public meetings and shared the cost analysis that will be presented to Council at the next meeting. Translation services have been made available at certain community meetings such as the Las Palmas Park Revitalization meetings, including translated materials. City Council will be addressing this item at the next Council Meeting on May 15<sup>th</sup>.

Commissioner Lopez recommends these services be made available. Chair Gonzales had questions regarding the cost of these services and how this item will be presented to City Council.

Chair Gonzales motioned to direct staff to draft a letter to City Council in support of translation services at commission meetings, which will be entered into the record during Public Comment, and to table this item to a future Commission meeting. Commissioner Lopez seconded the motion. The motion passed unanimously with the following roll call vote:

AYES: R. Gonzales, E. Friend, P. Lopez  
NOES:  
ABSENT: J. Ponce, N. Sanchez-Brooks  
ABSTAIN:

## **PARKS, WELLNESS AND RECREATION COMMISSION**

Regular Meeting Minutes – May 11, 2023

Page 5 of 7

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### **4. DISCUSSION AND INFORMATIONAL UPDATE ON MAINTENANCE EFFORTS ON THE MISSION CITY BIKE TRAIL**

Chair Gonzales moved to table this item to the next Commission meeting as this item was placed on the agenda by Commissioner Sanchez-Brooks and she is currently absent. Commissioner Lopez seconded the motion. The motion passed unanimously with the following roll call vote:

AYES: R. Gonzales, E. Friend, P. Lopez

NOES:

ABSENT: J. Ponce, N. Sanchez-Brooks

ABSTAIN:

### **5. PARK MASTER PLAN UPDATE**

Chair Gonzales moved to table this item to the next Commission meeting as this item was placed on the agenda by Commissioner Sanchez-Brooks and she is currently absent. Commissioner Friend seconded the motion. The motion passed unanimously with the following roll call vote:

AYES: R. Gonzales, E. Friend, P. Lopez

NOES:

ABSENT: J. Ponce, N. Sanchez-Brooks

ABSTAIN:

### **6. DEPARTMENT PROGRAMS AND SERVICES UPDATE**

Maribel Perez provided an update on the activities, programs, and workshops going on at the parks. Some of the activities for this month include a 70's themed Spring Dance with DJ for the seniors, a Mother's Day Tea Party, an Emergency Preparedness Workshop, a National Fitness Day with Doc Talk, Vet @ the Park Event, Earth Day Celebration at the Lopez Adobe, Mission City Baseball heading into play off season and a trophy day, the basketball program to begin soon as well as volleyball, the MMAP participants performing at the Walt Disney Concert Hall, and the ongoing programming at the parks.

Commissioner Friend congratulated the MMAP students and thanked staff for all the programming and events offered, specifically senior programs. She recommended adding another Vet @ Parks event in the summer.

## **PARKS, WELLNESS AND RECREATION COMMISSION**

**Regular Meeting Minutes – May 11, 2023**

Page 6 of 7

---

Chair Gonzales supports Emergency Preparedness trainings and inquired about bringing back the CERT program with LAFD. He also had questions about soccer clinics coming back and possibly offering a soccer league program.

### **STAFF COMMUNICATION**

Maria Calleros reported that the annual Senior Expo will be held on Friday, May 19<sup>th</sup> at Las Palmas Park. This free event will feature live entertainment, vendors, health screenings, raffles, lunch and much more.

Maribel Perez invited Richard Arroyo, Lopez Adobe docent, to speak on his experience with the Lopez Adobe and discuss the recommendation to bring on a historical liaison.

Maribel Perez made announcements on the Lopez Adobe mental health workshops, Summer Day Camp and the Tech Workshops at Las Palmas Park.

Julian Venegas announced that a meeting is scheduled at Las Palmas Park on Thursday, May 18<sup>th</sup> for those interested in the Resident Camp Program in the San Bernardino Mountains. The Veteran Recognition Banner Program will be hosted at the American Legion Hall on Monday, May 29<sup>th</sup> to honor our veterans. The Recreation Park water infiltration project should be completed by August and programming is expected to return by mid-September. The Layne Park Project is in construction and will be completed in late July/early August. Las Palmas Park is conducting a community meeting on May 31<sup>st</sup> to gather community input on the park improvements. All details are available on the City website.

Carlos Hernandez reported that the City released the 2022 annual report covering highlights and accomplishments associated with the City's strategic goals. This report is available in Spanish. Lastly, May is national bike month. Bike to Work Day is on May 25<sup>th</sup> and a community bike ride will be scheduled on May 27<sup>th</sup>.

### **GENERAL COMMISSION COMMENTS**

Commissioner Lopez had questions on the process of adding items to the agenda and the status of business cards for the commissioners. She also inquired about the item she added to the agenda previously addressing facility rentals and staffing issues. She had had questions regarding the MOU between the City and Pool Facility.

Vice Chair Lopez moved to place the item of reviewing the MOU between the City and the County regarding the San Fernando Pool Facility. Chair Gonzales seconded the motion. The motion passed unanimously with the following roll call vote:

## **PARKS, WELLNESS AND RECREATION COMMISSION**

**Regular Meeting Minutes – May 11, 2023**

Page 7 of 7

---

AYES: R. Gonzales, E. Friend, P. Lopez

NOES:

ABSENT: J. Ponce, N. Sanchez-Brooks

ABSTAIN:

Chair Gonzales moved to place the item of adding a category titled: “Future Agenda Items” to the Parks, Wellness and Recreation Commission agenda format. Commissioner Friend seconded the motion. The motion passed unanimously with the following roll call vote:

AYES: R. Gonzales, E. Friend, P. Lopez

NOES:

ABSENT: J. Ponce, N. Sanchez-Brooks

ABSTAIN:

Chair Gonzales thanked staff for their hard work, for providing information and for the upcoming events such as the biking event.

### **ADJOURNMENT**

The Parks, Wellness and Recreation Commission meeting adjourned at 8:22 p.m.



**To:** Chair Robert Gonzales and Commissioners

**From:** Julian J. Venegas, Director of Recreation and Community Services  
By: Maribel Perez, Recreation & Community Services Supervisor

**Date:** June 8, 2023

**Subject:** Discussion and Review of a Letter to Pueblo Y Salud for collaborating on restoration of the César E. Chávez Memorial

**RECOMMENDATION:**

It is recommended that the Parks, Wellness, and Recreation Commission:

- a. Review the MOU between the City and Pueblo Y Salud;
- b. Discuss a Letter to Pueblo Y Salud for collaborating on restoration of the Cesar E. Chavez Memorial;
- c. Form an Ad Hoc Committee to collaborate with Pueblo Y Salud; and
- d. Provide staff with direction as appropriate.

**BACKGROUND:**

1. On June 7, 1993, the City Council approved declaring March 31<sup>st</sup> an official City holiday honoring the late farmworker and civil rights leader César E. Chávez, thus becoming the first City in the country to establish the César E. Chávez Holiday.
2. In 2004, the City of San Fernando in collaboration with the César Chávez Commemorative Committee honored the great civil rights and labor leader through the creation of the largest César E. Chávez Memorial in the nation.
3. On October 6, 2014, the City Council approved a partnership with the Pueblo Y Salud for fundraising efforts to repair and restore the César E. Chávez Memorial.
4. On March 14, 2023, Commissioner Lopez requested information regarding the condition and possible beautification of the César E. Chávez Memorial.

5. On April 11, 2023, The PWRC directed staff to draft a letter to Pueblo Y Salud that would start a potencial collaboration to restore the César E. Chávez Memorial Plaza.
6. On May 11, 2023 the PWRC tabled discussion on the item until the Commissioners had an opportunity to review the MOU with Pueblo Y Salud and provide feedback on the draft letter to Pueblo Y Salud.

**ANALYSIS:**

RCS staff's report regarding the César E. Chávez Memorial indicated that the Memorial is in fair condition although there are some restorations needed. The water fountain is currently not operational. The fountain was shut off during a severe water drought and has not been operational since. The sponsorship alcove is missing all the plaques that acknowledged the groups and individuals who contributed to the construction of the monument.

Staff also reported that the City has an MOU with Pueblo y Salud (PYS) (Attachment "A") which allows access for the organization to program and maintain the monument. Staff requests that the Parks, Wellness, and Recreation Commission review the MOU and become familiar with the responsibilities PYS has under this MOU. In past years, PYS has spearheaded fundraising efforts along with the César Chávez Commemorative Committee (CCCC), to help the City offset costs associated with restoration and maintenance of the monument. The recent installation of a commemorative plaque on the Statue of César E. Chávez was funded by PYS and CCCC efforts.

The PWRC directed staff to draft a letter to PYS requesting a meeting to discuss a collaboration between PWRC, PYS and CCCC for restoring the sponsorship plaques, the water fountain and other issues the César E. Chávez Monument may have. The Commission was asked to review the letter (Attachment "B") and provide feedback to staff before the next Commission meeting on June 8, 2023.

RCS staff recommends that an Ad Hoc Committee be formed to initiate the communication between PYS and CCCC. Under Section 54-63 (4) – Powers and Duties Generally, the Commission may initiate studies, investigations, surveys and make recommendations to the City Council relative to health, wellness and fitness, including such activities and programs created and/or maintained for the same by the director of Recreation and Community Services.

**BUDGET IMPACT:**

There is no budget impact to review and discuss the letter to Pueblo Y Salud requesting a meeting. However, any possible beautification or restoration of the César E. Chávez Memorial will incur a cost. Per Sec. 54-67, - Incurring financial liability - Neither the Commission nor any person connected with the Commission shall incur any financial liability in the name of the City.

**CONCLUSION:**

It is recommended that the Parks, Wellness, and Recreation Commission review the MOU between the City and PYS, discuss a Letter to Pueblo Y Salud for collaborating on the restoration of the César E. Chávez Memorial, form an Ad Hoc Committee to collaborate with PYS, and provide staff with direction as appropriate

**ATTACHMENTS**

- A. Pueblo Y Salud MOU
- B. Letter to Pueblo Y Salud

**MEMORANDUM OF UNDERSTANDING**  
(Parties: City of San Fernando and Pueblo Y Salud, Inc.)

THIS COOPERATIVE USE AGREEMENT ("Agreement") is made and entered by and between Pueblo Y Salud, Inc., a non-profit organization (hereinafter referred to as "PYS") and CITY OF SAN FERNANDO, a California municipal corporation (hereinafter referred to as the "City"). For purposes of this Agreement the capitalized term "Parties" may refer to either PYS or City. The capitalized term "Party" may refer to either PYS or City interchangeably.

RECITALS

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

WHEREAS, PYS and the City are entering into this Agreement for the purposes of providing community programming, events, and fundraising efforts, respectively; and

WHEREAS, PYS is the lead agency and fiscal agent for the César E. Chávez Commemoration Committee; and

WHEREAS, the César E. Chávez Commemoration Committee has taken an active role in the inception, design, and previous fundraising efforts for construction of the César E. Chávez Memorial; and

WHEREAS, the City owns and operates Recreation Park located at 208 Park Ave. and the César E. Chávez Memorial, located on Truman St. (APN 2522-034-900), in the City of San Fernando (the "Park Facilities"); and

WHEREAS, PYS has submitted to City a proposal to provide public programming and restoration efforts at the César E. Chávez Memorial, attached hereto as Exhibit "A" (the "Proposal"); and

WHEREAS, PYS represents to City that based upon its experience, its ability to exert influence over community members to support the César E. Chávez Memorial and to mobilize community members to serve as coordinators and volunteers, PYS is an appropriate entity to provide such Public Programs at the Park Facilities.

WHEREAS, City has determined that a Memorandum of Understanding for the public programming at Park Facilities and restoration efforts of the César E. Chávez Memorial by PYS will maximize and enhance the community benefit of the facility by enhancing the aesthetics, public safety, and providing residents access to quality programming/events not offered in the City and compliment the efforts of the César E. Chávez Memorial; and

WHEREAS, PYS and City seek a collaborative relationship to provide public programming at Park Facilities and restoration efforts at the César E. Chávez Memorial subject to certain modifications and refinements under this Agreement.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, the parties hereto agree as follows:

1. Term. The term of this Agreement shall be Three (3) years, commencing September 15, 2014 and ending September 14, 2017.
2. Park Ownership. This Agreement shall not be read to inhibit the ability of City to exercise its rights, or to relinquish City from its responsibilities, as regards to ownership of the Park Facilities. PYS agrees it has no rights or obligations related to ownership of, or the contents inside, the Park Facilities.
3. City Facilities Access. City shall grant PYS access to the Park Facilities i.e. multi-purpose room, banquet room, classroom, clubrooms, gyms and green space for purposes of conducting Public Programs/events, fundraising efforts, assisting City in maintenance of the Cesar E. Chavez Memorial, conducting memorial cleanups with volunteers, and/or other activities conducive to reflecting the legacy of César E. Chávez and other cultural events within the Park Facilities and preserving the Park Facilities as a clean and safe public environment.
4. Public Programs and PYS-Sponsored Events.
  - i. Commencing October 1, 2014, PYS shall provide to the Director of Recreation and Community Services (the "Director"), for his or her approval, a calendar of proposed Public Programs and PYS-Sponsored Events ("proposed programming schedule") for the three (3) month period of October 1, 2014 through December 31, 2014, and provide a new proposed programming schedule for each subsequent three (3) month period within thirty (30) days prior to the start of the proposed programming schedule.
  - ii. PYS proposed programming schedule shall be consistent with Park Facilities policies and guidelines as identified in Article I of Chapter 54 of the San Fernando City Code and the Park's public purposes.
  - iii. Within fifteen (15) calendar days of receipt of PYS's proposed programming schedule, the Director shall provide PYS with notice of approval of the proposed programming schedule, any City proposed changes to the proposed programming schedule, and/or any Park Facilities scheduling conflicts.
  - iv. City shall provide PYS reasonable priority use of the Park Facilities upon receipt and approval of a proposed programming schedule.
  - v. The availability of the Park Facilities for use by PYS for Public Programs and PYS-Sponsored Events shall remain subject to prior approved and reserved uses of the Park Facilities.
  - vi. City retains first priority of use the Park Facilities for City sponsored or co-sponsored events.
  - vii. City reserves the right to impose additional requirements for Public Programs and PYS-Sponsored Events, including, without limitation, insurance requirements and requirements as identified in Chapter 54 ("Parks and

Recreation") of the San Fernando City Code, as deemed necessary to protect the health, safety, and/or welfare of the community.

- viii. PYS shall not use City's name to suggest endorsement or sponsorship of Public Programs or PYS-Sponsored Events without prior approval of the City Manager.
- ix. PYS shall use the Park Facilities in accordance with Federal, State, and local laws and regulations.
- x. PYS and City shall conduct a walk-through of the Park Facilities immediately prior to the start of the first Public Program or PYS-Sponsored Event approved under this Agreement and once every twelve (12) months thereafter. During the walkthrough, PYS and City shall complete a checklist detailing the condition and contents of the Park Facilities ("walk-through checklist"). At the end of each approved Public Program or PYS-Sponsored Event, PYS shall return the Park Facilities to the condition described in the walk-through checklist. PYS shall take full financial responsibility for any damage to the Park Facilities or loss of contents, as detailed in the walk-through, checklist that occurs as a result of PYS use of the Park Facilities and will be required to pay for same based on the current cost of repair or replacement.
- xi. The Director, in his or her sole discretion, may require a certain number of security officers for a Public Program or PYS-Sponsored Event. PYS shall be responsible for procuring and paying for security officers.

5. Fees.

- i. City shall waive park rental fees, permit fees, and/or deposits for use of the Park Facilities for Public Programs and PYS-Sponsored Events that provide services to the Park Facilities for which specific knowledge of the legacy of César E. Chávez is required.
- ii. PYS shall compensate the City for any city staff they may be required to assist with the implementation and/or clean-up of any Public Programs and PYS-Sponsored Events.

6. Memorial Restoration. PYS shall provide the City with expertise on restoration efforts for the César E. Chávez Memorial.

- i. PYS shall coordinate with the City to identify components of the César E. Chávez Memorial that are in need of repair and/or improvements.
- ii. PYS shall seek recommendations/guidelines regarding the identified improvement at the César E. Chávez Memorial.
- iii. City shall provide PYS with specifications for all material identified for replacement and/or installation.

- iv. PYS shall assist the City by researching potential improvement material and costs of material.
  - v. The City shall have the final decision for any restorations at the César E. Chávez Memorial.
7. Fundraising. PYS shall conduct periodical fundraisers as needed to provide funding for educational programs specific to the legacy of César E. Chávez and/or restoration efforts of the César E. Chávez Memorial.
- i. PYS shall conduct a fundraiser in year one (1) of this agreement specific to restoring the César E. Chávez Memorial, which include: a.) revitalizing of the mural; b.) replacement of the bronze plaques.
    - 1. PYS shall assume the lead of fundraising efforts and fiduciary agent for all funds collected for restoration of the César E. Chávez Memorial. Fiscal responsibilities shall include processing checks, purchase orders, disbursement of funds, and appropriate subcontracts with consultants and vendors for material and labor costs as directed by City of San Fernando. Fiscal reports on the distribution of funds will be provided as needed by City of San Fernando. PYS will complete all required financial reports within 10-business days of request.
    - 2. At the direction of City of San Fernando, PYS will obtain any necessary approvals to move funds or add line items to the budget as directed by City of San Fernando..
    - 3. PYS will have the right to decline City of San Fernando projects that may not be in alignment with the PYS Vision or Mission, are not part of restoration of the César E. Chávez Memorial, and/or in those instances where PYS is planning to apply to the same funder and therefore may create a conflict of interest.
    - 4. The PYS Director must have the approval of the PYS Board of Directors to assume the role of lead fundraising and fiduciary agent for all funds collected for restoration of the César E. Chávez Memorial.
  - ii. PYS shall apply for grants and/or conduct fundraisers for educational programs specific to the legacy of César E. Chávez and/or maintenance of the César E. Chávez Memorial.
  - iii. The City shall apply for grants for educational programs specific to the legacy of César E. Chávez and/or maintenance of the César E. Chávez Memorial.
8. Maintenance/Clean-up. PYS shall coordinate with the Director for Clean-up efforts at the César E. Chávez Memorial.



9. Indemnification. Each Party shall be responsible for any personal injury or property damage which occurs as a result of their use of the other's facilities. Without limitation of the foregoing, each Party agrees to protect, indemnify, defend and hold the other Party and its elected officials, officers, employees, attorneys, contractors, volunteers and agents (collectively, the "Indemnitees"), free and harmless from and against (collectively, "Indemnify") any and all claims, causes of action, demands, damages, liens, liabilities, losses, costs and expenses (including reasonable attorneys' fees and costs of litigation) (collectively, "Losses") that the Indemnitees may suffer or incur (as determined by final arbitration or court decision or by the agreement of the Parties, except that an indemnifying Party's duty to defend the Indemnitees pursuant to this Section does not require any prior determination by final arbitration or court decision or agreement of the Parties) to the extent that such Losses are a result of (a) the negligence or willful misconduct of the indemnifying Party at the other Party's facilities and/or in the use of equipment by the indemnifying Party, or (b) the failure of the indemnifying Party to comply with the terms of this Agreement, in each case to the fullest extent permitted by law. A Party shall have no duty to Indemnify the Indemnitees (and the Indemnitees shall be liable to the other Party to the extent otherwise liable under applicable law) to the extent that any Losses are caused by the negligence or willful misconduct of the Indemnitees, or by the failure of the Indemnitees to comply with the terms of this Agreement, provided such willful misconduct or negligence is determined by agreement between the Parties or by arbitration or by a court of competent jurisdiction.
10. Insurance. PYS shall obtain and maintain, at sole cost and expense, comprehensive liability and property damage coverage, insuring against claims for injuries to persons and property occurring in, upon or about Park Facilities (as a result of the PYS use of such City Facilities hereunder) that has a limit of liability, per occurrence and aggregate, of not less than Two Million Dollars (\$2,000,000) for injuries to person or persons, and not less than One Million Dollars (\$1,000,000) for property damage.
- A. Such coverage shall (a) name the City and City's elected and appointed officials, officers, employees, agents and volunteers as additional insured, (b) contain a provision that the policy will not be cancelled without at least thirty (30) days' prior notice to the City, (c) provide that coverage afforded thereby will be primary and that any coverage carried by the City shall be noncontributing with respect thereto, and (d) contain a waiver of any right of subrogation against the City that arises, or might arise, by reason of any payment under such policy or by reason of any act or omission of the City.
  - B. PYS shall provide the City with a certificate of insurance evidencing such coverage no later than the seven (7) calendar days prior to the first scheduled use of City Facilities under this Agreement.
11. Termination.
- A. Section 1 of this Agreement notwithstanding, the City may terminate this Agreement at any time upon five (15) days prior written notice to PYS. PYS may terminate this Agreement at any time upon thirty (30) days' prior written notice to City.



- B. Notwithstanding the issuance by either Party of written notice to terminate this Agreement pursuant to Section 9(A), the Parties shall continue to be bound by the terms and conditions of this Agreement up to the effective date of any termination for convenience. Each Party reserves the right to rescind any notice of intent to terminate for convenience prior to the effective date of any such termination.

12. Miscellaneous Provisions.

- A. Non-Liability of Officials. No elected or appointed official, officer, employee, agent or volunteer of Parties shall be personally liable for any amounts due hereunder, and no judgment or execution thereon entered in any action hereon, shall be personally enforced against any such elected or appointed official, officer, employee, agent or volunteer.
- B. Representatives. The City's Representative shall be the City Manager. PYS's Representative shall be the Executive Director. Notice to Party's Representative shall be considered notice to the Party.
- C. Communications. Parties shall regularly review, and address concerns, responsibilities and other issues surrounding, proposed times of use of facilities.
- D. Assignments. No Party shall assign this Agreement or any right or privilege any Party may have under this Agreement without the prior written consent of the other Party.
- E. Successors and Assigns. This Agreement shall be binding on all the successors and assigns of the Parties.
- F. Governing Law/Venue. The Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the State of California locating in the City of Los Angeles, California.
- G. Records. Parties shall keep a record of use and mutually review this data annually.
- H. Notice. Any notice, request, direction, instruction, demand, consent, waiver, approval or other communication required or permitted to be given hereunder shall not be effective unless it is given in writing and delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and addressed to the parties at the addresses stated below, or at such other address as either party may hereafter notify the other in writing as aforementioned:

PYS: 1024 N. Maclay Ave. M-13  
San Fernando, CA 91340  
Attention: Ruben Rodriguez, Executive Director  
Telephone: (818) 837-2272

Facsimile: (818) 837-2271  
Email: [rodriguez@pys.org](mailto:rodriguez@pys.org) 0

City: City of San Fernando  
117 McNeil Street  
San Fernando, California 91340  
Attention: Brian Saeki, City Manager  
Telephone: (818) 898-1202  
Facsimile: (818) 361-7631  
Email: [bsaeki@sfcity.org](mailto:bsaeki@sfcity.org)

- I. Service of any such notice or other communications so made shall be deemed effective on the day of actual delivery (whether accepted or refused), as evidenced by confirmed answerback if by facsimile (provided that if any notice or other communication to be delivered by facsimile is unable to be transmitted because of a problem affecting the receiving party's facsimile machine, the deadline for receiving such notice or other communication shall be extended through the next business day), as shown by the addressee's return receipt if by certified mail, and as confirmed by the courier service if by courier; provided, however, that if such actual delivery occurs after 5:00 p.m. (local time where received) or on a non- business day, then such notice or demand so made shall be deemed effective on the first business day immediately following the day of actual delivery. No communications via electronic mail shall be effective to give any notice, request, direction, demand, consent, waiver, approval or other communications hereunder.
- J. Attorney's fees. In the event that legal action is necessary to enforce the provisions of this Agreement, the parties agree that the prevailing party shall be entitled to recover attorney's fees from the opposing party in any amount determined by the court or arbitrator to be reasonable.
- K. Construction of Agreement. This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- L. Ambiguities. The doctrine that any ambiguity contained in a contract shall be construed against the party whose counsel has drafted the contract is expressly waived by each of the Parties hereto with respect to this Agreement.
- M. Captions. Captions and paragraph headings used in this Agreement are for convenience of reference only and shall not be used in construing any part of this Agreement.
- N. No Third Party Benefit. This Agreement is made solely for the benefit of the parties to this Agreement and their respective successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement.

- O. Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- P. Effect of Waiver. No waiver of a breach of any provision of this Agreement by either party shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either Party to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.
- Q. Entire Agreement. This Agreement constitutes the entire agreement between Kadima and the City with respect to the subject matter hereof and supersedes all prior offers and negotiations, oral and written. This Agreement may not be amended or modified in any respect whatsoever except by an instrument in writing duly signed and delivered by Kadima and the City.
- R. Amendment or Modification. No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to City approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- S. Counterparts. This Agreement may be executed in counterparts, each of which so executed shall be deemed an original irrespective of the date of the execution, and such counterparts shall together constitute one and the same agreement.
- T. Authority. The persons signing below represent and warrant that this Agreement has been duly approved by the governing body of each signatory's respective public agency entity and they have authority to enter into this Agreement on behalf of the public agency entities for which they are signing this Agreement.

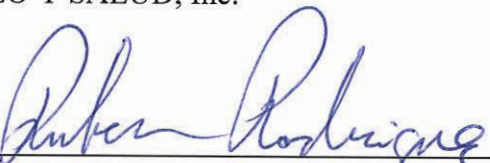
[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Pueblo Y Salud, Inc. and the City hereto have entered into this agreement.

PYS:

PUEBLO Y SALUD, Inc.


By: \_\_\_\_\_

  
Ruben Rodriguez, Executive Director

CITY:


CITY OF SAN FERNANDO

By: \_\_\_\_\_

  
Brian Saeki, City Manager

APPROVED AS TO FORM:

By: \_\_\_\_\_

 for  
Rick Olivarez, City Attorney

Date: \_\_\_\_\_

3-23-15



# PUEBLO Y SALUD, INC.

1024 N. Maclay Ave., Ste M13, San Fernando, CA 91340 • (818) 837-2272 • FAX (818) 837-2271  
39130 3RD ST. E Palmdale, CA 93550 • (661) 208-4450 • fax#661-208-4457\* www.pys.org

February 11, 2014

Executive Director  
Ruben Rodriguez

## BOARD OF DIRECTORS

Jose L. De Paz  
President

Everto Ruiz  
Treasurer

Hector De Paz  
Member

Jose Hernandez, Ph.D.  
Member

Dear City of San Fernando,

The San Fernando Valley Cesar E. Chavez Commemorative Committee (CCCC) is formally requesting to re-establish a beneficial working relationship with the City of San Fernando by collaborating on a strategic plan to celebrate the legacy of the late Cesar Chavez.

The CCCC is comprised of area residents and community leaders who recognize and strive to embody the principles and values of the late labor leader through various events that include: a youth conference, Cultural Arts Festival, Art and Essay Contest, and annual Cesar E. Chavez March for Justice. These activities honor the ideals, work, and vision of Cesar Chavez with the ultimate goal of keeping his spirit alive. It is the intent of the Committee to inspire future generations to promote justice and equality for all Americans in a non-violent manner.

The City of San Fernando, preceding the State of California's decision, became the first in the nation to designate his birthday, March 31, as an official holiday and for 15 years collaborated with various community organizations to commemorate the life of Cesar Chavez. In 2004, the *Historic* and *Visionary* City of San Fernando honored the great civil rights and labor leader through the creation of the largest Cesar Chavez Memorial in the nation. The construction of this inspiring tribute was the culmination of efforts between the CCCC and the Cultural Arts Commission of the City of San Fernando. We believe that the time has come to bring back this synergistic partnership.

The attached proposal details our immediate goals with respect to renewing a potential relationship between the City of San Fernando and the Cesar Chavez Commemorative Committee. The goals include the restoration of the memorial and celebration of the 10 year anniversary memorial dedication. In addition, the committee is recommending reestablishing the Cesar Chavez March. Through our collaborative efforts we can continue to foster the legacy of Cesar Chavez. He may not be physically present among us, but many citizens of San Fernando and the surrounding communities still draw inspiration and encouragement from his devotion to non-violent social change.

Sincerely,

Ruben Rodriguez, Executive Director  
Member: CCCC





# PUEBLO Y SALUD, INC.

1024 N. Maclay Ave., Ste M13, San Fernando, CA 91340 • (818) 837-2272 • FAX (818) 837-2271  
39130 3RD ST. E Palmdale. CA 93550\*(661)208-4450\*fax#661-208-4457

**Executive Director**  
Ruben Rodriguez

## BOARD OF DIRECTORS

Jose L. De Paz  
*President*

Everto Ruiz  
*Treasurer*

Hector De Paz  
*Member*

Jose Hernandez, Ph.D.  
*Member*

## CESAR CHAVEZ COMMEMORATIVE COMMITTEE LEGACY OF CESAR CHAVEZ PROJECT

February 11, 2014

### OVERVIEW

#### Project Background

The City of San Fernando has recognized Chavez's impact to promote justice and equality for all Americans by becoming the first in the nation to designate his birthday, March 31, as an official holiday. In 2004, the Historic and Visionary City of San Fernando continued to support the legacy of Cesar Chavez through the creation of the largest Cesar Chavez Memorial in the nation. The memorial is the largest of its kind in the Nation and the construction of this memorial was the culmination of efforts by between the CCCC and the City of San Fernando. The Cesar E. Chavez Commemorative Committee (CCCC) of the San Fernando Valley is formally requesting to reestablish a beneficial working relationship with the City of San Fernando by collaborating on a strategic plan that celebrates the legacy of the late Cesar Chavez.

#### Project Overview

The project will consist of organizing a 3-year partnership with the City of San Fernando to honor and celebrate the accomplishments of Cesar Chavez by establishing collaborative efforts that include: 1.) Restoring the Cesar Chavez Memorial, 2.) Celebrating the 10 year anniversary of the Cesar Chavez Memorial Dedication, 3.) Reestablish the Cesar Chavez March in the City of San Fernando. In addition, considering the economic situation of the city this proposal is designed to be a cost-neutral project.

#### Deliverable #1: Rehabilitating the Cesar Chavez Memorial

Due to unfortunate acts of vandalism to the monument, a number of the sponsorship plaques have been stolen. The CCCC would like to explore ideas with the City in order to have these plaques replaced. An option that the CCCC has contemplated is to replace the original copper plaques with engraved granite plaques. The CCCC requests the following from the city:

- City to provide CCCC with database of sponsors whose plaques have been stolen.
- City to grant CCCC permission to fundraise monies to replace stolen plaques.
- City to grant the CCCC "Right of Entry" to replace stolen plaques.

Now that we are upon the 10-year anniversary of the completion of the Memorial, the CCCC believes that it would be a great opportunity to address the eroding conditions of the memorial. The CCCC requests the following from the city:

- City to provide CCCC permission to fundraise monies to revitalize the memorial by selling bricks to fund annual maintenance costs.
- City to establish a city account specifically for memorial maintenance revenue that is restricted from other use and safely secured.

#### Deliverable #2: Celebrating the 10 year anniversary of the Cesar Chavez Memorial

The CCCC would like to celebrate the 10-year anniversary of the memorial dedication by requesting from the city the following:

- City to facilitate access to the Cesar Chavez memorial to plan and implement a celebration on an agreed upon date. Date \_\_\_\_\_

#### Deliverable #3. Reestablishing the Cesar E. Chavez March for Justice

- The CCCC would love to bring the Cesar E. Chavez March for Justice back to the City of San Fernando where it originated. The CCCC would like to renew our working relationship with the goal of bringing back the March in 2015.
- The CCCC request from the city the following:
  - City to provide assistance with the planning and implementation of the event requesting minimal resources from city personnel and resources.



# PUEBLO Y SALUD, INC.

Main Office: 1024 N. Maclay Ave., Ste. M-13, San Fernando, CA 91340 (818) 837-2272 Fax (818) 837-2271  
Palmdale Office: 39130 3rd St. East Palmdale, CA 93550 (661) 208-4450 Fax (661) 208-4457 [www.pys.org](http://www.pys.org)

August 8, 2014

Sylvia Ballin, Mayor and Councilmembers  
City of San Fernando  
117 Macneil Street  
San Fernando CA. 91340

**Executive Director**  
Ruben Rodriguez

Honorable Mayor and Councilmembers,

## **BOARD OF DIRECTORS**

Jose L. De Paz  
*President*

Everto Ruiz  
*Treasurer*

Hector De Paz  
*Member*

Jose Hernandez, Ph.D.  
*Member*

Bruno Hernandez  
*Member*

The following is a revision to the proposal submitted to the City of San Fernando on February 11, 2014 by the Cesar E. Chavez Commemorative Committee. The original proposal asked to establish a three year partnership between Pueblo y Salud, Inc. /Cesar E. Chavez Commemorative Committee (PYS/CCCC) and the City of San Fernando to honor and celebrate the accomplishments of Cesar E. Chavez by establishing a collaborative effort to: 1.) Restore the Cesar E. Chavez Memorial 2.) Celebrate the 10th year anniversary of the Memorial Dedication. 3.) Reestablish the Cesar E. Chavez March for Justice in the City of San Fernando.

After assessing the vandalism damage, needed repairs, lack of maintenance and total cost, there have been discussions amongst the Park Director, Ismael Aguila and several members of the CCCC, it was concluded that the work could be carried out at minimal cost to the city but we would have to leave out deliverable num. 3.) The Cesar E. Chavez March for Justice for this coming year (2015) and request that the city reconsider it for the following year (2016). The reasoning being that the City of San Fernando would be in a better financial position to pay for a part of the cost for the March at that time. As to the two remaining deliverables originally proposed, PyS/CCCC would still like to move forward as requested in the following order of priority 1.) Rehabilitate the Cesar E. Chavez Memorial by October 20, 2014 and 2.) Celebrate the 10-year anniversary of the memorial on October 22, 2014. The Projected cost for the repairs is:

A Mural Restoration	\$ 9,000
B. Mural Re-coat	\$ 2,000
C. Replacement, 14 Stolen Plaques	\$ 1,400
D. Labor cost	\$ 3,000
<hr/>	
<b>Total</b>	<b>\$ 15,400</b>

We believe that PyS/CCCC can raise most of the money to cover the cost of the repairs by selling engraved bricks, as was done when the memorial was built. Therefore, we request authorization to place the bricks, which will be sold, at the memorial and the City, to also, authorize access to the memorial and a small portion of San Fernando Recreation Center (area closest to the memorial) to have the tenth year celebration of the memorial dedication on October 22, 2014. We also ask that the City contribute to the effort with in kind contribution and cost if we fall short in our fund raising effort.

Respectfully Requested

---

**Ruben Rodriguez, Executive Director**  
**Member: CCCC**



THE CITY OF  
**SAN FERNANDO**

CITY COUNCIL

June 8, 2023

MAYOR  
CELESTE T. RODRIGUEZ

Rubin Rodriguez, Executive Director  
Pueblo Y Salud, Inc.  
1024 N Maclay Avenue  
San Fernando, CA 91340

VICE MAYOR  
MARY MENDOZA

COUNCILMEMBER  
JOEL FAJARDO

SUBJECT: Cesar Chavez Memorial Plaza

COUNCILMEMBER  
CINDY MONTAÑEZ

COUNCILMEMBER  
MARY SOLORIO

Dear Mr. Rodriguez:

The Parks, Wellness, and Recreation Commission would like to start a dialog regarding the restoration of the Cesar E. Chavez Memorial Plaza. The Commission is reaching out to Pueblo Y Salud because it is a founding member of the Cesar Chavez Commemorative Committee (CCCC), and has served as the main organizer for a commemorative event celebrating the legacy and work of the beloved labor Leader Cesar E. Chavez.

The March for Justice was the first-ever event in the nation to draw over 5,000 participants and a testament to Pueblo Y Salud's commitment to honoring the great civil rights leader. The hope is that the March will once again be a staple special event in the City of San Fernando.

In August 2014, the Pueblo Y Salud entered into a Memorandum of Understanding (Contract No. 1762) with the City to work collaboratively to provide public programming and restoration efforts for the Cesar E. Chavez Memorial. This Agreement was extended on March 21, 2022, and sunset in September 2027. As representatives of the San Fernando City Council and advisor to the Recreation and Community Services Department (RCS) the Parks, Wellness and Recreation Commission wishes to rekindle this MOU to restore several monument features that have been vandalized or no longer operational.

RCS will host a meeting to discuss a collaboration between the PWRC and CCCC to restore the Cesar Chavez Memorial. Please provided your availability and that of CCCC members to RCS so a meeting can take place within the next 30 days. The initial talks will revolve around the restoration of the Monument. Once the restoration is complete talks can shift toward programming for the site that celebrates the work and life of Cesar Chevez.

RECREATION &  
COMMUNITY SERVICES  
DEPARTMENT

RECREATION PARK  
208 PARK AVENUE  
SAN FERNANDO  
CALIFORNIA  
91340  
(818) 898-1290

LAS PALMAS PARK  
505 S. HUNTINGTON ST.  
SAN FERNANDO  
CALIFORNIA  
91340  
(818) 898-7340

WWW.SFCITY.ORG

If you have any questions or need additional information regarding the Commission request please contact Julian Venegas, Director of Recreation and Community Services at 818-898-1290.

Sincerely,

\_\_\_\_\_  
Chair Robert Gonzales

\_\_\_\_\_  
Vice Chair Patty Lopez

\_\_\_\_\_  
Commissioner  
Natasha Sanchez-Brooks

\_\_\_\_\_  
Commissioner  
Erica Friend

\_\_\_\_\_  
Commissioner  
Joe Ponce

cc: Nick Kimball, City Manager

**To:** Chair Robert Gonzales, and Commissioners

**From:** Julian J. Venegas, Director of Recreation and Community Services  
By: Maribel Perez, Recreation & Community Services Supervisor

**Date:** June 8, 2023

**Subject:** Update and Discussion on Vandalism in the Parks and Cost of Signage

**RECOMMENDATION:**

It is recommended that the Parks, Wellness and Recreation Commission:

- a. Receive and file a report regarding cost estimates to install new signage at City parks and bike path;
- b. Discuss concerns regarding vandalism, safety, homelessness, and other issues with the San Fernando Police Chief and Community Development Director; and
- c. Provide staff with direction as appropriate.

**BACKGROUND:**

1. On March 14, 2023, Commissioner Lopez expressed concern regarding vandalism at Rudy Ortega Sr. Park.
2. On April 11, 2023, Commissioner Lopez requested information on current signage posted at the park with recommendations for potential informational signage.
3. On May 11, 2023, staff reported on current signage at Rudy Ortega Sr. Park. Commissioners directed staff to assess current signage and provide cost information of adding new signs to all City parks and the bike path.

**ANALYSIS:**

Currently, City parks have a variation of seven different signs posted throughout each park. These signs include information regarding park rules, park hours, parking restrictions, city codes and other important information. Some of the signs are in need of replacement due to weathering and vandalism. Attachment "A" illustrates an example of the signs currently posted at City parks.

The cost of additional signs to inform the public on reporting vandalism and suspicious activity would depend on the type and quantity of signs. At the PWRC meeting on May 11, 2023, staff presented a few options and commissioners provided feedback on the selected design as well as additional direction on the desired content of the potential new sign. Content to be included, in both English and Spanish, on the new signs shall be:

- 1). City contact for reporting suspicious activity.
- 2). City contact for reporting vandalism and damages.
- 3). Possible QR code for easy “scan & report” capability (*hold for City website redesign*).

Attachment “B” provides a draft of the selected design along with cost estimates and breakdown of signs per park and bike path segments.

Administration staff also gave an update on the progress of the City’s website redesign project which will include a resident request application that will provide community members with the ability to report vandalism and service requests more efficiently. Commissioner Gonzales suggested that the purchasing of new signs be put on hold until the website redesign is completed so that any new reporting information can be included on the new signs.

Following along with Commissioner Gonzales’ suggestion, staff would recommend conducting a proper assessment of current signage. The assessment would include count per park of the different signs, condition of the signs and recommendations for future posting to avoid sign clutter or over posting that may negatively impact the community’s experience while visiting said locations. In the interim, staff will distribute the City’s Stay Connected card at the park counters and events to help inform the public of service resources available to the community. (Attachment “C”).

### **BUDGET IMPACT:**

There is no budget impact to receive and file the report on discussion of vandalism in the parks. However, any cost for new signs would need to be coordinated with the Public Works Department which administers the facility maintenance budget. An enhancement request for \$2,000 was included as part of the department’s budget for FY 2023-24 and is pending Council approval.

### **CONCLUSION:**

It is recommended that the Parks, Wellness and Recreation Commission receive and file the report regarding vandalism in the parks (Rudy Ortega Sr.) and recommendations for additional signage and provide staff with direction as appropriate.

ATTACHMENT "A"

Existing Signage at City Parks:



Each park has 1-2 personalized Rules & Regulations signs in addition to the other six different signs.

Selected Design Options and Cost Estimates:

ATTACHMENT "B"



SmartSigns.com

18 x 24, 3M Engineer Grade Reflective Aluminum

Qty.	1	2	3	4	5-9	10-14	15-19	20-49	50-99	100+
Cost	\$65.25	\$64.95	\$58.55	\$58.25	\$57.45	\$56.25	\$56.05	\$54.25	\$48.65	\$45.25

Proposed Sign Order by Park

Recreation Park	Las Palmas Park	Pioneer Park	Layne Park	Rudy Ortega Sr. Park	Pacoima Wash Natural Park	Mission City Bike Trail
3	3	2	1	2	3	8-10

Cost Estimate (not including shipping and tax)

Quantity	Cost
22	\$1,195.50
24	\$1,302.00



ATTACHMENT "C"

Stay Connected



THE CITY OF  
**SAN FERNANDO**

## STAY CONNECTED





**SFCITY.ORG/ALERT-San-Fernando**  
Emergency Notifications sent through Voice & Text Messages

**SFCITY.ORG/E-Notification**  
Meeting & Programming info sent through email

**City-of-San-Fernando**  
TheCityOfSanFernando  
SanFernandoPolice  
SFRecreation

**CityOf SanFernando**  
OfficialCityOf SanFernando

**WWW.SFCITY.ORG | 818.898.1200 | INFO@SFCITY.ORG**

THE CITY OF <b>SAN FERNANDO</b>		   	
Animal Control		818.898.1293	
Bulky Item Pick-up / Trash Collection (Republic Services)		800.899.4898	
City Trees / Potholes / Streetlights / Sewer / Traffic Signals		818.898.1293	
Code Enforcement / Building & Safety		818.898.1227	
Gas Leaks / Underground Pipelines (So Cal Gas)		818.427.2200	
General City Information		818.898.1200	
Graffiti Removal Hotline		818.898.7315	
Police Department (non-emergency)		818.898.1267	
City Parks		818.898.1290	
Pool		818.837.4580	
Street Lights / Electrical Power (So Cal Edison)		800.611.1911	
Traffic Information / Emergency Notification	Radio Station AM 1690	818.898.1213	
Water Billing		818.898.1213	
Water Emergencies After Hours		818.898.1267 (Press 0)	



## AGENDA REPORT

---

**To:** Chair Robert Gonzales and Commissioners

**From:** Julian Venegas, Director of Recreation and Community Services  
By: Matt Baumgardner, Director of Public Works

**Date:** June 8, 2023

**Subject:** Discussion and Informational Update on Maintenance Efforts on the Mission City Bike Trail

### **RECOMMENDATION:**

It is recommended that the Parks, Wellness, and Recreation Commission:

- a. Receive and file this informational report on maintenance efforts of the Mission City Bike Trail;
- b. Discuss the addition of new solar lights and security cameras on the bike trail; and
- c. Provide direction to staff, as appropriate.

### **BACKGROUND:**

1. The Mission City Bike Trail is a bike and pedestrian path, approximately 1.1 miles in length, which extends within the shared Metrolink corridor from Jessie Street on the eastern City limit to Hubbard Street on the western City limit (Attachment "A").
2. Public Works staff is required to maintain the trail, which includes an eight-foot wide concrete paved path, as well as an additional 16 feet of vegetated buffer between the path and the fenced-off Metrolink track.
3. Along the bike trail, there are 62 light poles, which staff also maintains.

### **ANALYSIS:**

The following is a summary of recent maintenance efforts along the Mission City Bike Trail, as well as research efforts into new lighting and security equipment that could enhance the safety of the trail for the community.



The Mission City Bike Trail is divided into four sections where street access is available, as shown in Table 1 below:

**Table 1. – Mission City Bike Trail Segments**

Segment ID#	Entry Point	Terminal Point	Segment Length
1	Jessie St.	Brand Blvd.	0.2 miles
2	Brand Blvd.	Maclay Ave.	0.1 miles
3	Maclay Ave.	Orange Grove Ave.	0.6 miles
4	Orange Grove Ave.	Hubbard St.	0.2 miles

Lighting on the Mission City Bike Trail.

There are a total of 62 light poles along the Mission City Bike Trail. However, only half of the poles have lights, which are of an older solar technology. Staff has researched placing new solar lights on each of the 62 poles. These lights produce up to 76,000 lumens, which is approximately three times brighter than street lights that are located within the downtown mall area. An example of these lights are found in Attachment “B”. These solar lights could be motion-sensor activated and can run continuously for over 24 hours from the charge built up on the solar panel over the course of a normal sunny to cloudy day. The approximate cost is \$500 per solar light.

Removing Dense Vegetation/Placing Mulch.

Over the summer, staff removed very dense vegetation that had developed within the buffer areas between the path and the Metrolink tracks. In particular, heavy brush had developed on Segments 3 and 4 (Maclay Avenue to Hubbard Street). Before and after pictures of this work is found in Attachment “C”. Insufficient lighting and dense vegetation contributed to security concerns for those using the trail.

Following removal of the dense vegetation, staff is looking to simplify maintenance by placing clean mulch with the buffer zones to keep weeds under control and provide a clean look adjacent the concrete path. This will be an ongoing project over the next several months.

Adding a Security Camera.

Staff from Public Works and the Police departments have worked together to explore options for adding security cameras on some of the light poles. Strategically-placed cameras coupled with maintenance and patrols by Public Works and Police has the potential to enhance the safety of this part of the Mission City Bike Trail. As a ball-park cost, it is estimated that the cost of each camera unit would be approximately \$5,000. There would be an approximate cost of \$10,000 on an annual basis to provide off-site monitoring of the video footage collected from these units.

Maintenance Effort on the Mission City Bike Trail.

Due to the length of the Mission City Bike Trail, staff has been able to provide basic level service each day for approximately one hour to change out trash cans and address graffiti abatement needs. However, staff has been augmented in recent months through the use of Community

Service workers who are able to increase the total number of work hours on the Mission City Bike Trail each day to four hours. This has helped to control litter in more heavily trafficked regions of the Mission City Bike Trail and assist with controlling the vegetation in the buffer areas.

Staff is looking to increase service to the area, by adding bi-weekly pressure washing of the concrete path near its entrances and restriping of the center line to promote its shared use for pedestrians and cyclists. Staff also seeks to increase the number of Community Service workers to help provide more regular litter control.

**BUDGET IMPACT:**

The addition of lighting and security cameras has the potential to enhance safety along the Mission City Bike trail. Staff determined that funds accumulated through the Street Lighting Fund (Fund 027) can be used to pay for the solar lighting enhancement with the common area of the Mission City Bike Trail. The purchase of security cameras would require an appropriation from potential sources, such as the American Rescue Plan Act (ARPA) funds. For the purpose of the table below, funding is listed as “to be determined”.

<b>SOURCES</b>		
<b>Fund</b>	<b>Account Number</b>	<b>Allocation</b>
Street Lighting Fund	027-3110-0000	\$ 31,000
<i>To be determined</i>	TBD	\$ 60,000
<b>Total Sources:</b>		<b>\$ 91,000</b>

<b>USES</b>		
<b>Activity</b>	<b>Account Number</b>	<b>Cost</b>
Purchase of new solar lights (62 total)	027-344-0000-4500	\$ 31,000
Purchase of 4 new cameras and monitoring	TBD	\$ 60,000
<b>Total Uses:</b>		<b>\$ 91,000</b>

**CONCLUSION:**

It is recommended that the Parks, Wellness, and Recreation Commission receive and file a report from staff on the Mission City Bike Trail and provide direction to staff on the following options:

1. Consideration of use of the Street Lighting Fund to purchase 62 new solar lights.
2. Consideration to purchase up to four security cameras with monitoring services. Request staff to research potential funding sources for the camera equipment and ongoing

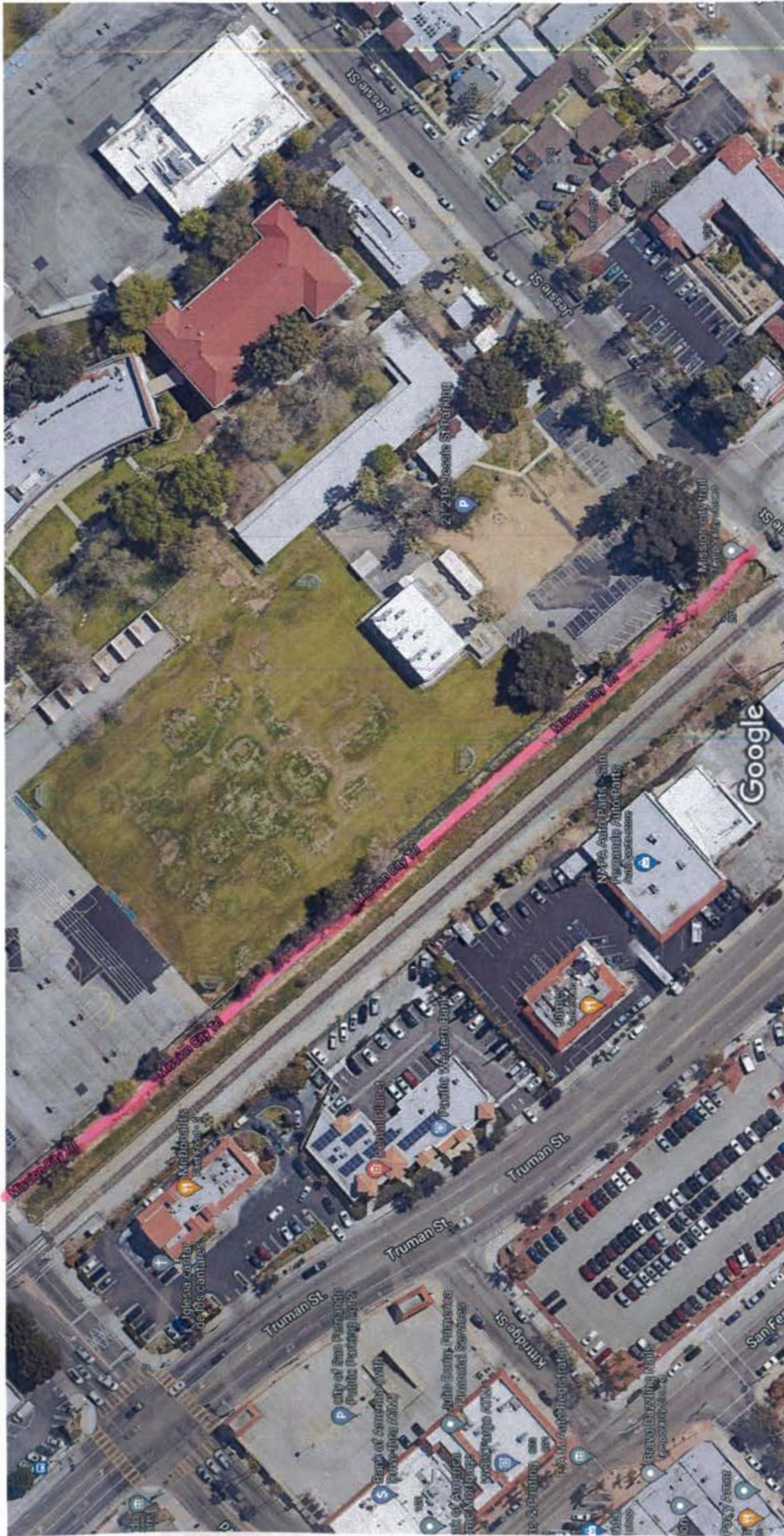
monitoring services and return to City Council with an update on the potential locations to add cameras and the potential benefits of installing them on the bike path.

3. Any other direction the City Council deems appropriate.

**ATTACHMENTS:**

- A. Map of the Mission City Bike Trail
- B. Example specifications for new solar lights
- C. Photos of recent maintenance efforts along the trail (before and after)

Google Maps Mission City Bike Trail - Jessie Street to Brand (Segment 1)

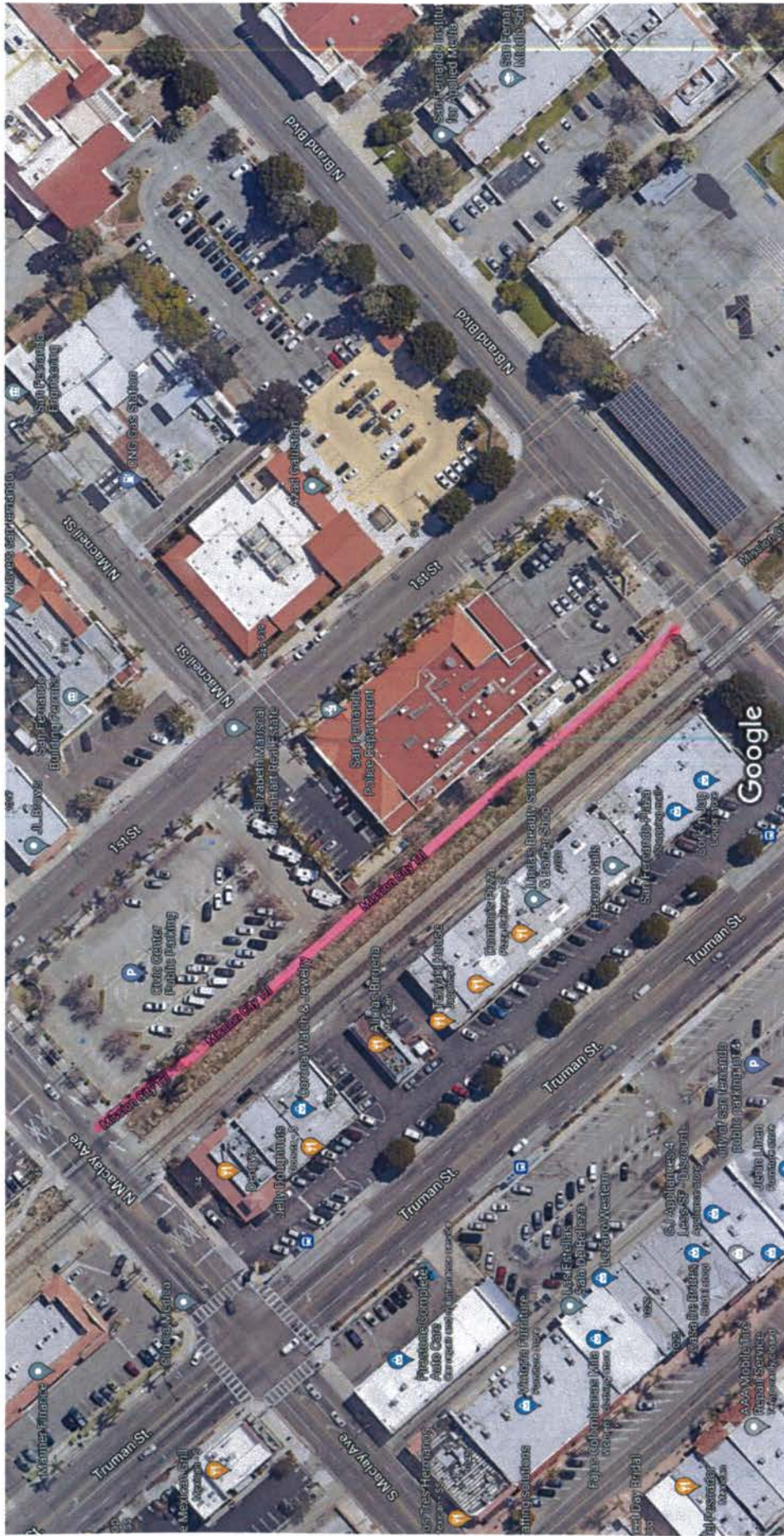


Imagery ©2022 Maxar Technologies, U.S. Geological Survey, Map data ©2022 50 ft



Mission City Bike Trail - Brand to Macley (Segment 2)

Google Maps

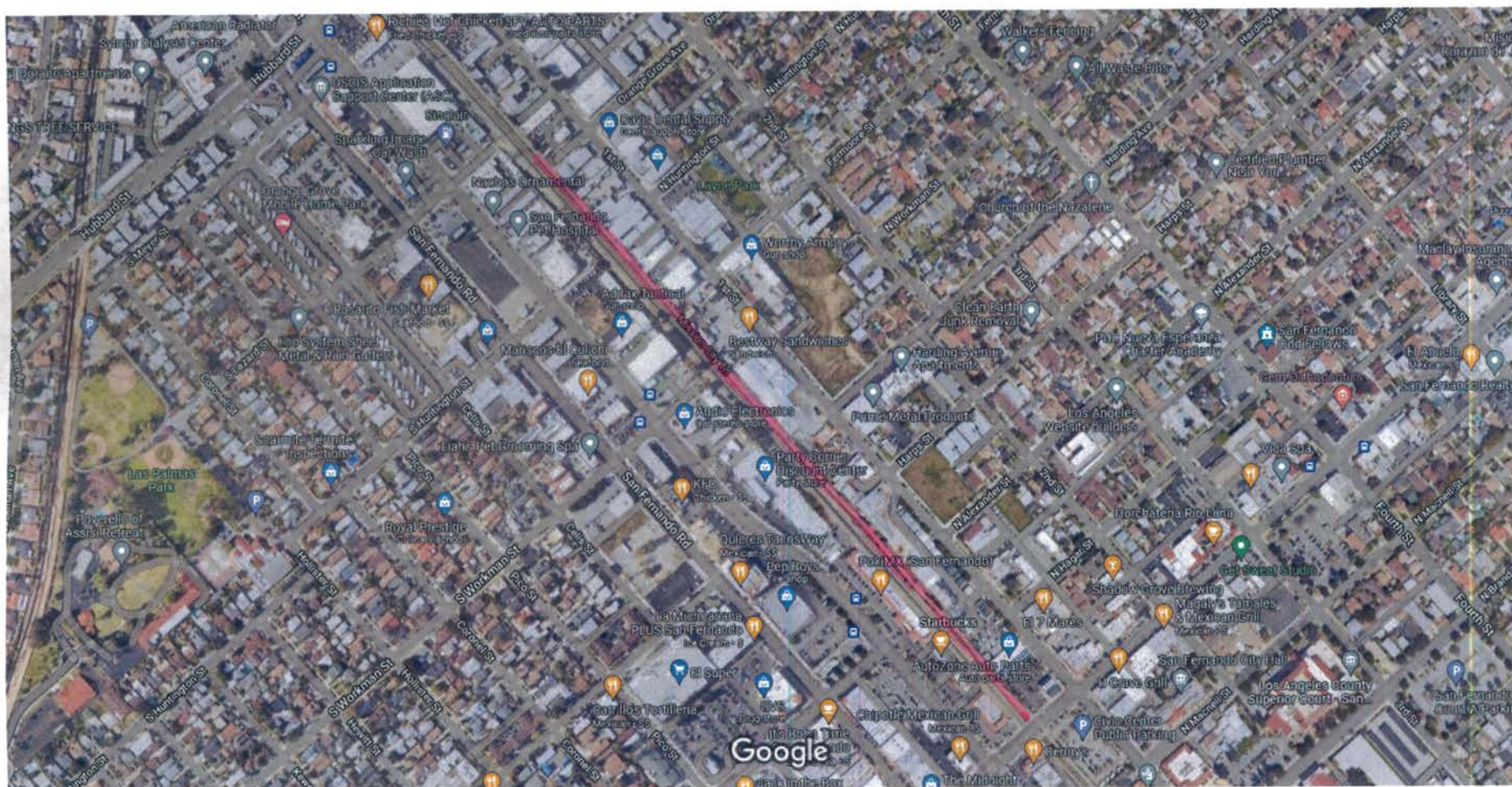


Imagery ©2022 Maxar Technologies, U.S. Geological Survey, USDA/FPAC/GEO, Map data ©2022 50 ft





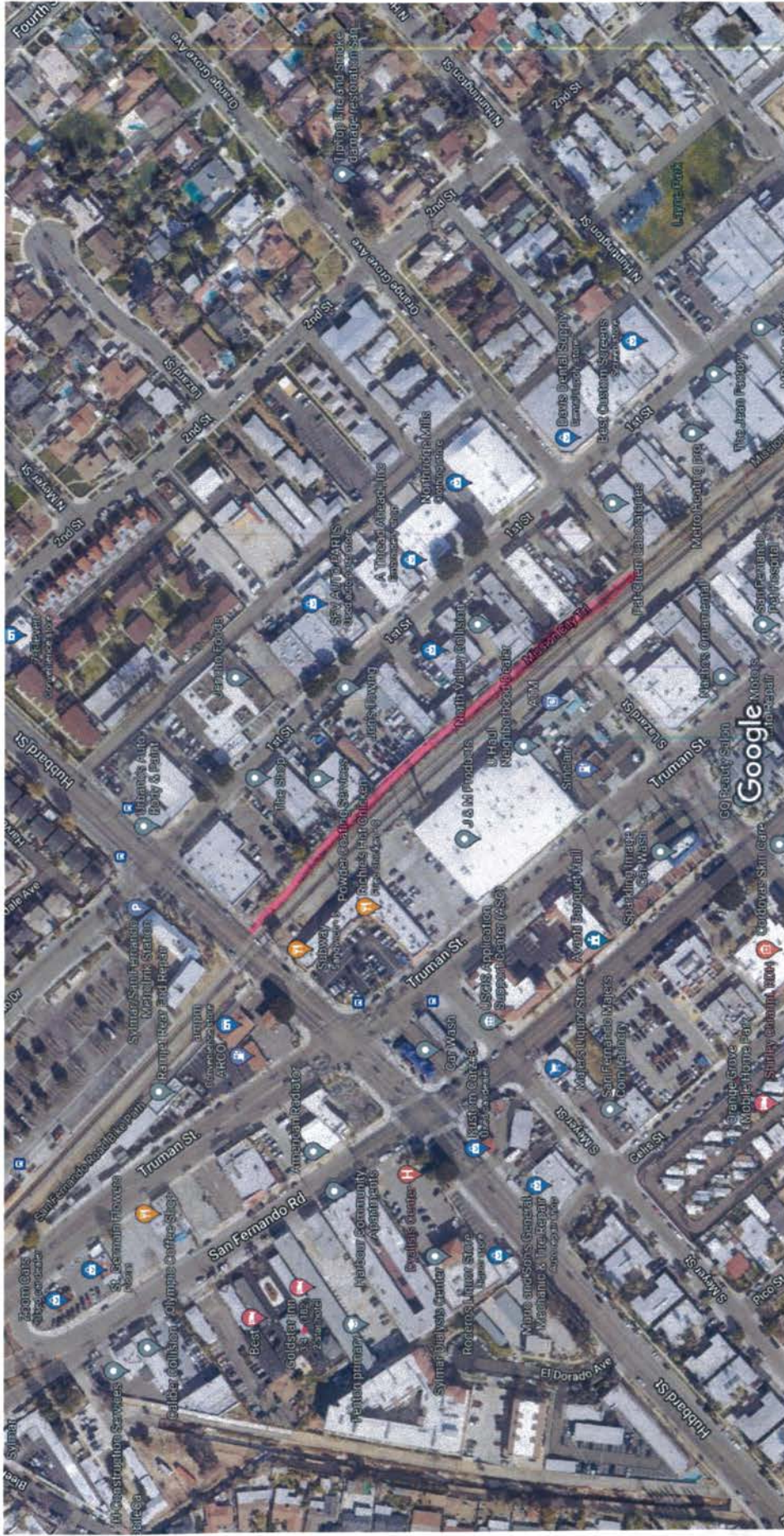
## Mission City Bike Trail - Maclay to Orange Grove (Segment 3)



Map data ©2022, Map data ©2022 200 ft



Mission City Bike Trail - Orange Grove to Hubbard (Segment 4)



Imagery ©2022 Maxar Technologies, U.S. Geological Survey, USDA/FPAC/GEO, Map data ©2022 100 ft



THE SOLAR STREET LIGHTS OF THE AXLTFDH SERIES ARE DESIGNED TO PROVIDE THE FOLLOWING:

Product details

Brand	AXLTFDH
Material	Aluminum
Style	Garden
Light fixture form	Floodlight
Indoor/Outdoor Usage	Outdoor
Power Source	Solar Powered

- This outdoor solar street light can be charged and lighting even if on sunny or cloudy days. After fully charged in 4-6 hours, it can be illuminated at least 18-36 hours in motion sensor mode or 12-20 hours in constant light mode.
- The solar street lamp is a high power LED chip, low power consumption, high brightness, low light decay, energy-saving, and environmental protection. Use a large capacity lithium battery with a long lifetime up to five years, eliminating the need to frequently replace your fixture, save installation and maintenance, and electricity bills costs.
- This led street lighting can also be controlled by remote control as you need. The three different modes appeal to a wider range of users than some of the other products—— dusk to dawn, motion sensing and timing mode.
- Compared with solar street light with separate panels and lamp, integrated solar street light are easy to install and are the first choice for places where sunshine is full.IP67 waterproof grade make it works well even in bad weather all year round. The housing is sealed tightly, so you won't have to worry about dead bugs, pooled water, or anything else piling up inside.
- This outdoor solar powered lights comes with assembly accessories set,the pole lights comes with adjustable metal bracket,Mount on t he wall, pole, tree, balcony, anywhere outdoor. No wiring required, no maintenance. Ideal for street and roads, courtyard, parks, squares, private gardens, courtyard, etc.

^ See less product details



Roll over image to zoom in





Dense vegetation in the buffer zone next to bike path. Prior to clearing by maintenance staff.



Dense vegetation in the buffer zone next to bike path. Prior to clearing by maintenance staff.





Dense vegetation in the buffer zone next to bike path. Prior to clearing by maintenance staff.





Vegetation cleared in buffer zone next to path.



Vegetation cleared in buffer zone next to path.





Vegetation cleared in buffer zone next to path.



Vegetation cleared in buffer zone next to path. Vegetation needs to be cleared on the Metrolink side of the fence.





Vegetation cleared in buffer zone next to path. Vegetation needs to be cleared on the Metrolink side of the fence.





Vegetation has been cleared on south side of Metrolink tracks.



Vegetation still needs to be cleared on north side of Metrolink tracks.





## AGENDA REPORT

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**To:** Chair Robert Gonzales and Commissioners

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

**Date:** June 8, 2023

**Subject:** Report Regarding Updating the Park and Recreation Master Plan and the Land and Open Space Inventory

### **RECOMMENDATION:**

It is recommended that the Commission:

- a. Receive and file a report updating the Parks and Recreation Master Plan to build new park facilities, and develop new recreational programming; and
- b. Provide staff direction as appropriate.

### **BACKGROUND:**

1. On November 8, 2016, the electorate approved the Los Angeles County Safe, Clean Neighborhood Park, Open Space, Beaches, River Protection, and Water Conservation Measure (Measure A). The passage of Measure A ensured park development through an annual parcel tax. The Los Angeles County Regional Park and Open Space District (RPOSD) who provides annual allocations, competitive grants and funds the Technical Assistance Program (TAP), administers Measure A.
2. On February 5, 2018, the City Council adopted the Park and Recreation Master Plan (PMP) as an instrument for developing a comprehensive vision for park facility improvements and recreational programs offered to the residents of San Fernando. The PMP identified a lack of recreational facilities such as bike paths, walking trails and dog parks, but also recognized the scarcity of available land to build new park facilities.
3. On March 7, 2022, the City Council adopted Resolution No. 8125 authorizing staff to apply for RPOSD funding for projects, programs and TAP funding. The authorization allows the City to enter into an agreement with the RPOSD to provide funds for acquisition projects, development projects, and/or programs.

4. On June 21, 2022, the City Council amended the Fiscal Year 2022-2023 budget to appropriate \$50,000 of American Rescue Plan Act (ARPA) funds for a Feasibility Study to identify New City Park Space.
5. On July 5, 2022, the City Council requested that staff look into the possibility of developing a dog park in the city.
6. On July 14, 2022, Los Angeles County RPOSD announced an \$185,000 allocation in TAP Services for the City of San Fernando. The funds were earmarked to assist the development of new park facilities. Subsequently, the City entered in to a Master Agreement with RPOSD guaranteeing such funds.
7. On August 15, 2022, staff presented a concept for building a Dog Park at San Fernando Recreation Park that could be funded with RPOSD annual allocation funds. While open to the idea, the City Council directed staff to take a broader approach for developing new park facilities. That approach will take the form of updating the PMP by conducting a land and open space inventory to define potential land for new park facilities.

#### **ANALYSIS:**

The City of San Fernando is a buildout community with very few vacant parcels available that can be developed into a recreation facility. The rarely available land is privately owned and extremely difficult to acquire due to the lengthy acquisition process. A willing seller does not want to wait for the City to identify the funds for the property purchase. The City-owned land lies within Specific Plan 5 that is assigned for economic development or another City project.

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

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

## **Report Regarding Updating the Park and Recreation Master Plan and the Land and Open Space Inventory**

Page 3 of 4

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

In addition to the RPOSD funds, the City Council previously allocated \$50,000 of ARPA funds toward conducting a Feasibility Study for New Park Space. Alone, the \$50,000 of ARPA funds would have limited the scope of the Feasibility Study to a narrow community engagement effort and a hazy inventory of potential land or open space use. Now with the combined ARPA and RPOSD funds of \$235,000, a more vigorous study will be conducted. Not only will potentially new parkland be identified, but due diligence and pre-acquisition real estate, negotiations or Joint-Use agreement negotiations can also be conducted through the TAP services. This allows the City to act on and secure land or open space deemed suitable for a new park space.

A Notice Inviting Bids was released on March 6, 2023, seeking the services of a highly qualified consulting firm with proven expertise in recreation facility planning, community outreach, programming assessment, financial analysis, and organizational analysis, to prepare a comprehensive update to the Park and Recreation Master Plan. A major component of the study will be the land and open space inventory of vacant lots, and underutilized lots at churches, schools and private property. The proposals were due on April 15, 2023, unfortunately only one proposal was received. To obtain additional proposals, RCS staff will reach out to other consultant firms or re-release the Request for Proposals.

The development of potential new park space will reflect the community needs garnered through a community engagement effort. Upon City Council's approval of the potential new park space, the selected firm will negotiate land acquisition or Joint-Use agreements on the City's behalf.

### **BUDGET IMPACT:**

The funds available for Updating the Park and Recreation Master Plan are \$235,000. The City Council allocated \$50,000 of ARPA and the Los Angeles County Regional Parks and Open Space District allocated \$185,000 for TAP Services.

### **CONCLUSION:**

**Report Regarding Updating the Park and Recreation Master Plan and the Land and Open Space Inventory**

Page 4 of 4

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It is recommended that the PWRC receive and file a report regarding updating the Park and Recreation Master Plan, and provide staff direction as appropriate.





## AGENDA REPORT

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**To:** Chair Robert Gonzales and Commissioners

**From:** Julian J. Venegas, Director of Recreation and Community Services  
By: Maria Calleros, Executive Assistant

**Date:** June 8, 2023

**Subject:** Discussion Regarding Policy and Procedure for Use of City Facilities

### **RECOMMENDATION:**

It is recommended that the Parks, Wellness and Recreation Commission:

- a. Receive and File a staff report regarding the Policy and Procedures for the Use of City Facilities; and
- b. Provide staff direction as appropriate.

### **BACKGROUND:**

1. On September 18, 1995, a Standard Management Procedure was issued that governs policy, rules and regulations for the use of City Facilities (Attachment "A").
2. On November 18, 2013, The City Council adopted Resolution No. 7573 (Attachment "B") and issued a Facility Fee Waiver Policy to assist non-profits, government entities, local organizational partners, and professional associations with the use of City Facilities managed by the Recreation and Community Services Department (RCS).
3. On April 14, 2017, the RCS Department began implementing the Special Events Permit Application for public and private large-scale events (Attachment "C"), which may or may not be sponsored by the City. The Special Event Inquiry Form is used to gage the scope of an event before the application is submitted.
4. On October 6, 2014, the City Council entered into a Lease Agreement (Attachment "D") with the Los Angeles County Department of Parks and Recreation, relinquishing control and management of the San Fernando Regional Pool.

### **ANALYSIS:**

The Standard Management Procedure governs the use of a City Facilities (Attachment “A”) it provides the rules and regulations for both public and private use. However, it only governs facilities managed by the RCS Department. Facility Use is categorized as a rental or as a special event. When a park patron inquires about hosting an event staff first must determine whether the event is a facility use rental or is a special event. A Facility Use Permit (Attachment “E”) is primarily defined as a private event-taking place in a RCS facility listed below:

- Recreation Park  
208 Park Avenue
- Las Palmas Park  
505 Huntington Street
- Pioneer Park  
828 Harding St
- Layne Park  
120 N Huntington Street
- Rudy Ortega Sr. Park  
2025 Fourth Street

The FACILITY USE PERMIT process (Also known as a rental reservation) follows the steps below:

- The patron is asked for the date of the proposed event and staff checks to make sure the date is available and there is available staff to work the event. If the date is available, and there is available staff a hold is place on that date for up to a week.
- When the patron confirms their reservation, staff determines residency and fees are applied accounting to the Fee Schedule & General Rules FY22-23 (Attachment “F”).
- To finalize the rental patrons fill out the application and pay a \$150 refundable deposit, 20% payment and a \$5 application fee.
- The final payment is due two weeks before the event. Once the event is over and everything goes well, staff schedules the reimbursement of deposit for the patron, which may take up to 30 days to be returned.

As a result of the Covid-19 Pandemic RCS lost most of the Part-time staff that work rentals which limits the amount of Facility Use Permits that can be issued. Pre Covid-19 RCS was able to host an average 15 rentals per month. Currently RCS is only issuing an average five (5) permits per month. The Department is slowly building back up the Part-time work force to accommodate more rentals and expect to have pool of available staff by the end of December 2023.

In an effort to provide support for organizations providing valuable community services that the City is not able to provide, specific guidelines have been established for determining when permit

or rental fees for the use of City Facilities may be waived. The Facility Fee Waiver Form (included in Attachment "B") details the criteria that must be met in order for a request to be considered, however meeting the criteria does not guarantee approval of fee waivers.

The San Fernando Regional Pool is managed by the Los Angeles Department of Parks and Recreation. The RCS Department has no jurisdiction over the facility. City released all control of the Pool when a Lease Agreement between the City and Los Angeles County was executed on October 28, 2014. The terms of the agreement are detailed in Attachment "D" enclosed.

Another type of facility use that the Department manages are special events. The special events are classified under two categories a public or a private Special Event, and may or may not be City sponsored. A Special Event has its own application process that is detailed in the Special Inquiry Form and Application (Attachment "C"). A special event is not limited to an RCS facility. An event may take place at a local business, a City park or on City streets in San Fernando. Special events are classified as follows:

- **CLASSIFICATION 1: PUBLIC hosted on Public Property/Property Parcel:** A Special Event Permit application is required for the use of all or any portion of a public street, sidewalk, median, or alley by an organized assembly regardless of the number of attendees or on a Park Facility:
  - Events held in a city park, must be coordinated with the Recreation and Community Services Department in order to coordinate the scheduling of your event. Special rules, regulations, restrictions, and fees unique to each site or facility may apply.
- **SPECIAL EVENT CLASSIFICATION 2: PRIVATE** • **Private Property:** A Special Event Permit application is required if the event on private property meets one of the following criteria:
  - The event is being held outside of the intended use of property (i.e., carnival, or circus in parking lot, petting zoo, walking on streets, etc.)
  - The event requires a temporary ABC license
  - The event requires amplified sound and/or will require any noise exceeding the City's noise ordinance
  - The event requires external infrastructure to support the event (i.e., stages, tents, portable toilets, bleachers, etc.)
  - The event requires use of any portion of a public right of way (i.e., sidewalk, street, median, alley, etc.)
  - The event impacts local businesses and/or residents
  - The event includes vendors or sale of goods
  - The event needs police or fire regulations, monitoring, and/or control.

If an event is determined to be a Special Event, the patron is asked to fill out the Special Event Inquiry (Attachment "C") and pay the application permit fee. An application is then sent to the other City department for reviewed and feedback. Additional fees may apply if the event require city services. Every event is different and fees are charged on a case by case basis.

A Special Event may also qualify for a fee waiver, however, a fee waiver is usually reserved for Applicant who have entered into a contractual agreement no less than 45 days prior to the initial event date. The detailed guidelines for a waiver are explained in the Special Event Fee Waiver Request from (Attachment "G").

**BUDGET IMPACT:**

There is no budget impact to receive and file a staff report regarding Policy and Procedures for the Use of City Facilities.

**CONCLUSION:**

It is recommended that the Parks, Wellness and Recreation Commission receive and file a staff report regarding the Policy and Procedures for the Use of City Facilities, and provide staff direction as appropriate

**ATTACHMENTS:**

- A. Standard Management Procedure – Use of City Facilities
- B. Resolution No. 7573 - Fee Waiver Policy
- C. Special Events Permit Application
- D. Lease Agreement with Los Angeles County
- E. Application for Use of Facilities
- F. Fee Schedule & General Rules
- G. Special Events Fee Waiver

CITY OF SAN FERNANDO		POLICY/ PROCEDURE
NUMBER		SUBJECT USE OF CITY FACILITIES
ORIGINAL ISSUE	EFFECTIVE AUGUST 1995	
CURRENT ISSUE	EFFECTIVE	CATEGORY ADMINISTRATION
SUPERSEDES		

## STANDARD MANAGEMENT PROCEDURE

The statements, rules and regulations which follow constitute the policy of the City regarding the use of the facilities under the jurisdiction of the Recreation and Community Services Department.

It shall be the responsibility of the Director of Recreation and Community Services or authorized representative to grant use of the facilities to individuals or groups according to the terms and condition set forth in this policy.

City of San Fernando facilities are available at the following location and times:

- The Recreation Park Center is located at 208 Park Avenue. This facility is normally open Monday through Friday from 10:00 a.m. to 10:00 p.m. and on Saturdays and Sundays from 10:00 a.m. to 5:00 p.m.
- Las Palmas Park Center located at 505 South Huntington is normally open from Monday through Friday, 9:00 a.m. to 10:00 p.m. and on Saturdays and Sundays 10:00 a.m. to 5:00 p.m.
- Layne Park located at 120 North Huntington and Pioneer Park located at 828 North Harding are normally open Monday - Sunday, 10 a.m. to dusk.

The facilities are available during non-operating hours with special approval of the Department and the availability of supervisory personnel.

### I. CONDITION FOR APPROVAL

- A. **APPLICATION** - Groups may obtain applications for use of facilities at the Recreation Park Center between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. Application to use facilities shall be made in writing on the form provided. Application must contain all the information requested.
- B. **FACILITY ATTENDANT** - In the event that extra personnel are required to be on duty during certain functions, the rental group may be required to pay the building attendant charges. The number of staff required will be at the discretion of the Department. The attendant fee will be charged for each employee. Some factors that may warrant extra staff would be:
  - ▶ Events with more than 100 in attendance
  - ▶ Events needing technical assistance
  - ▶ Events where excessive clean-up will be required
  - ▶ Youth/ Teen Dances
  - ▶ Other than normal operating hours (including holidays)

## **Standard Management Procedure**

### **Re: Use of City Facilities**

- C. LIABILITY** - The City of San Fernando is not responsible for accidents, injury or loss of personal property. The individual or organization granted use of the facility will be held responsible for any injury, loss or damage resulting from such use.
- D. INSURANCE** - Applicants whose use of facilities include competitive physical activities, more than a single time usage, admission fees, donation or gifts, will be asked to obtain and maintain during the rental period, general liability insurance and property damage insurance in the amount required by the City, with the City named as additionally insured. The City may require other groups to purchase insurance. A policy is available, for purchase, through the City.
- E. FUND RAISING** - Raffles, and selling of goods or services must receive prior approval from City Council.
- F. ADVERTISING** - No commercial advertising shall be exhibited and no solicitation shall be made in the building or on the grounds: subject to approval of Director of Recreation and Community Services (absolutely no alcoholic or cigarette advertisers will be allowed on city property).
- G. SECURITY REQUIREMENTS** - Any group wishing to host a function may be required to provide for security services as determined by the City (example: dances or groups with more than 50 in attendance).
- H. ADVANCE RESERVATION** - Reservations for use of facilities may be made up to six months in advance only. Reservations shall be made on a first come, first serve basis.
- I. DEPARTMENT REVIEW** - Due to the time necessary to review, a five (5) day lead is needed. Application must be made at the Recreation and Community Services Department 5 days prior to the start of advertising for the event.

## **II. FEES AND CHARGES**

- A. PAYMENT OF FEES/ DEPOSITS** - Rental deposits will be paid upon approval of facility use. Rental fee balances will be due and payable 5 days prior to the event. Checks should be made payable to the City of San Fernando.
- B. RATES** - Applicants shall be charged for use of facilities (including cleaning deposits) according to the established fee schedule in effect at the time of approval
- C. NON PROFIT RESIDENT STATUS** - In order to be eligible for non profit and/ or resident status the group must provide current rosters and their State of California 501(C)3 letter. A resident group is one who currently has 51% or better San Fernando residents registered.

## **Standard Management Procedure**

### **Re: Use of City Facilities**

**D. ADDITIONAL FEES OR DEPOSITS** - In addition to the base rate for use of facilities, additional fees shall be assessed as follows:

1. Any use outside of the regular days and hours of operation
2. Use of special equipment such as slide projectors, movie projectors, and overhead projectors, PA systems, etc.. This equipment is available for use only at the Centers.
3. Cleaning/ Damage Deposit - The applicant shall be responsible for the condition of the facility used. In cases where property has been damaged or abused, the cost of repair or replacement will be charged to the applicant by withholding deposit fees. Any additional charges over the deposits will be paid within five working days. Failure to do so will result in suspended usage. Processing of the refundable portion of the cleaning and damage fees will not be returned until all cleaning costs have been assessed.

### **III. ELIGIBILITY PRIORITIES**

#### **A. FIRST PRIORITY**

1. Activities sponsored or conducted by the Recreation and Community Services Department.
2. Official City functions.

#### **B. SECOND PRIORITY**

1. Governmental Agencies.
2. Non profit, Resident groups and Organizations. This classification includes organizations that are (must be to qualify) non-restrictive in membership (i.e. social service organizations, blood banks, etc.). All meetings and special events must be open to anyone interested and not limited by special sponsorship, membership or invitations by members.
3. Public schools and Community youth serving Organizations.

#### **C. THIRD PRIORITY**

- 1 Non-profit Resident Groups



**Standard Management Procedure**  
**Re: Use of City Facilities**

**D. FOURTH PRIORITY**

- 1 Resident Groups

**E. FIFTH PRIORITY**

- 1 Non-resident Groups (non-profit and for profit)

**F. SIXTH PRIORITY**

- 1 Commercial

**IV. CANCELLATIONS**

- A. In the event that a reservation is to be canceled by the applicant, the Department must be notified 5 days prior to the reservation.
- B. Reservations for groups meeting on a recurring basis may be canceled in favor of programs sponsored or conducted by the City at any time. The City will make every effort to provide ample notice.
- C. An application may be revoked at any time under any of the following circumstances:
  1. If it is found to contain false or misleading information.
  2. Should an individual or group (member or guest) willfully or through gross negligence or improper use, mistreat the equipment or facilities, or violate any of the regulations established for use of the facilities.
  3. If a conflict in scheduling occurs.
  4. If an urgent City need arises, requiring the use of the facility, every attempt will be made to relocate the permittee.
  5. If approval of application would constitute a monopoly of use by any individual or group.
  6. If the use of City facilities by the applicant is changed from what was stated on the application.

**Standard Management Procedure**  
**Re: Use of City Facilities**

**V. GENERAL REGULATIONS**

- A. All groups and their activities must adhere to all established pertinent city, state and federal regulations.
- B. Responsible adults (21 years or older) must be present at all times when groups of minors are using the facilities. Police supervision may be required. (The desired ratio is one adult per 25 minors dependant on the nature of the activity.)
- C. A Department representative shall be on duty during all rentals if indoor facilities are utilized.
- D. Profane language, possession of or use of alcohol, drugs, quarreling or fighting, betting and/or other forms of gambling shall not be allowed.
- E. Fire proof decorations must be used.
- F. No material shall be attached to curtains, walls ceilings or doors. Groups using the facilities for dancing shall not use any wax or other preparation on the floors.
- G. Supplies or equipment such as tables, chairs, dishes, silverware, cooking utensils, etc. shall not be removed from the facility to which assigned.
- H. Persons in attendance shall restrict their activities to those facilities, or portions thereof, which their application entitles them.
- I. Upon conclusion of their activities, groups must leave the facilities in the same condition as found; such condition to be determined by the authorized representative.
- J. Exceptions to any of the terms and conditions of this policy must have the approval of City Council.
- K. There will be "No Smoking" at all facilities.
- L. All promotional materials intended to be used must be approved by the appropriate department prior to approval of the application.
- M. Private Weddings, Anniversaries, and any adult sponsored private parties shall not be allowed.
- N. Activities in competition with City programs may not be given a facility permit..

**Standard Management Procedure**  
**Re: Use of City Facilities**

**VI. SPECIAL FACILITY REGULATIONS**

**A. AUDITORIUM/ GYMNASIUM**

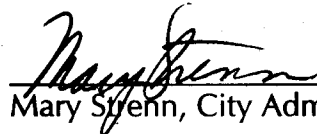
1. Persons or groups using the stage and stage equipment shall not:
  - a. Move or change equipment including lights and curtains.
  - b. Remove piano from facility without written permission from the Director of Recreation and Community Services.

**B. KITCHEN**

1. A Recreation and Community Services Department employee must be on duty to supervise the use of the kitchen when it is used as a cooking facility.
2. Groups requesting use of the kitchen for a catered meal must secure their own caterer.
3. The applicant shall be responsible for any damage to kitchen and dining equipment caused by caterers or other persons.
4. Users of the kitchen must provide all items of utensils, linens, etc.
5. It shall be the applicant's responsibility to leave the kitchen entirely clean.

**AUTHORITY**

By order of the City Administrator

  
\_\_\_\_\_  
Mary Stenn, City Administrator

C.C. approved  
9-18-95

**RESOLUTION NO. 7573**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SAN FERNANDO, CALIFORNIA AUTHORIZING THE  
ADOPTION OF A FACILITY FEE WAIVER POLICY**

**WHEREAS**, the City of San Fernando owns and operates public parks, facilities, meeting rooms, and amenities (City Facilities) available for use by the community; and

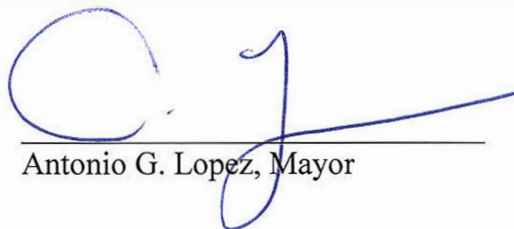
**WHEREAS**, the City of San Fernando wishes to provide organizations offering community programming to residents of the City of San Fernando access to City Facilities; and

**WHEREAS**, it is necessary that the City of San Fernando provide an administrative policy with respect to requests received from outside organizations and agencies to waive fees for use of City Facilities.

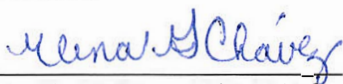
**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, DOES HEREBY RESOLVE, FIND, DETERMINE AND ORDER AS FOLLOWS:**

1. Approves and adopts the City of San Fernando Facility Fee Waiver Policy (Exhibit "A"); and
2. Designates the City Manager and Recreation and Community Services Operations Manager as the authorized representatives to review and approve fee waiver requests (Exhibit "B") as described in the City of San Fernando Facility Fee Waiver Policy.

**PASSED, APPROVED, AND ADOPTED** this 18<sup>th</sup> day of November, 2013.

  
\_\_\_\_\_  
Antonio G. Lopez, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Elena G. Chávez, City Clerk




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

**I HEREBY CERTIFY** that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 18<sup>th</sup> day of November, 2013, by the following vote to wit:

**AYES:**           Lopez, Ballin, Avila, Fajardo, Gonzales – 5

**NOES:**           None

**ABSENT:**       None

  
\_\_\_\_\_  
Elena G. Chávez, City Clerk

<b>CITY OF SAN FERNANDO</b>		<b>POLICY/PROCEDURE</b>
NUMBER		SUBJECT
ORIGINAL ISSUE	EFFECTIVE	RECREATION AND COMMUNITY SERVICES
November 18, 2013	November 18, 2013	
CURRENT ISSUE	EFFECTIVE	CATEGORY
SUPERSEDES		
FACILITY FEE WAIVER POLICY		
<p><b><u>Section 1.</u></b>      <b><u>PURPOSE</u></b></p> <p>To outline the administrative policy with respect to requests received from outside organizations and agencies to waive fees for use of City Parks, Facilities, Meeting Rooms, and Amenities hereafter referred to as City Facilities. This policy does not apply to use of facilities located in City Hall, Police Department, and Public Works.</p> <p><b><u>Section 2.</u></b>      <b><u>POLICY</u></b></p> <p>In an effort to provide support for organizations providing valuable community services that the City is not able to provide, specific guidelines have been established for determining when permit or rental fees for the use of City Facilities may be waived. These criteria must be met in order for a request to be considered, however meeting the criteria does not guarantee approval of fee waivers.</p> <p><b><u>Section 3.</u></b>      <b><u>QUALIFYING CRITERIA</u></b></p> <p>Requesting Organization must meet all three (3) of the following criteria:</p> <p><b>1. Organization</b></p> <p>A. The event/activity is conducted by one (1) of the following:</p> <ul style="list-style-type: none"> <li>a) A non-profit organization based in the City of San Fernando or a regional non-profit organization serving a significant portion of City of San Fernando residents and is able to provide a copy of IRS Letter of Determination.</li> <li>b) A Government entity where the use is related to the performance of that agency's governmental duties which are related to or of significant importance to City of San Fernando residents.</li> <li>c) An organization that is in a formal partnership with the City as approved by City Council.</li> <li>d) A professional Association of which City staff are members and will professionally benefit from attendance at the event/activity (i.e., League of California Cities, etc).</li> </ul>		

B. The organization conducting the event/activity meets all of the following:

- a) The imposition of the fees would create a financial hardship on the organization or would have a detrimental effect upon the services provided to the public.
- b) The organization has sought out all reasonable alternative facilities prior to submission of the fee waiver request.
- c) The organization is able to list the City of San Fernando as Additionally Insured on their Certificate of Insurance if required to do so by the City.

## **2. Event/Activity**

The event/activity conducted must meet all of the following criteria:

- A. The event/activity must be related to general City business, could be considered within the scope of services that the City does or could provide to its residents, and is aligned with the City's adopted priorities.
- B. The event/activity furthers the purpose of the organization and is not purely social in nature.
- C. The event/activity is of significant value to the City of San Fernando, the community or to a significant portion of San Fernando residents.
- D. The event/activity will have no significant detrimental impact on the City facilities used, City resources, or the ability of the City to deliver its normal level of service to the public.
- E. The event/activity is scheduled during normal operational hours of the facility.
- F. Supporting the event or use of a facility does not necessitate that the City expend overtime pay or extra staffing costs.
- G. If a fee is charged at the event/activity, a reasonable portion of the proceeds will be paid to the City to offset the City's direct costs created by the event/activity.

## **3. Application Process**

- A. The Facility-Use Application or Special Event Application must be completed and submitted to the Recreation and Community Services Director prior to a Fee Waiver Request no later than forty five (45) days prior to the event/activity date for the use of a City Facility.

## FACILITY FEE WAIVER POLICY

Page 3

- B. The Fee Waiver Request Form must be completed and attached with the Facility-Use Application or Special Event Application upon submittal to the Recreation and Community Services Director.

### Section 4. APPROVAL/DENIAL

1. The request for fee waiver will be reviewed by the Recreation and Community Services Director to determine eligibility. Approval of fee waivers will be reviewed and approved as follows:
  - Recreation and Community Services Director can review and approve a request up to the amount of \$500 per calendar year per organization.
  - City Manager can review and approve up to the amount of \$1,000 per calendar year per organization.
  - City Council can review and approve any amount over the amount of \$1,000 per calendar year per organization.
2. The fee waiver shall not exceed \$3,000 (combined) per fiscal year, without further City Council approval.
3. The Recreation and Community Services Director will respond to the organization requesting the fee waiver within ten (10) business days.
4. Fee waivers are for Department facility permit fees only. Direct costs including but not limited to, vehicle costs, traffic control, staff time, utility costs, or other City fees are not eligible for a fee waiver or reduction under this policy.
5. All facility requirements and policies must be followed regardless of fee waiver. No City program or active reservation will be displaced to allow a fee waiver event to take place.
6. Staff will provide to the Parks, Wellness and Recreation Commission, City Manager, and City Council all fee waiver requests that have been approved and/or implemented during the past quarter.
7. Approval or Denial:
  - a) No more than one (1) event/activity per calendar year will be approved for any one organization.
  - b) Appropriate recognition of the City of San Fernando as a co-sponsor of the event/activity shall be included on all promotional materials if deemed appropriate by designated department representative.
  - c) The fee waiver does not apply to deposits. All deposits normally due for a facility rental are due as described in the Facility-Use Application and/or Special Event Application prior to formal approval being given for the fee waiver.



## **FACILITY FEE WAIVER POLICY**

**Page 4**

### **8. Events/Activities Not Eligible for Waiver:**

- a) Events/activities sponsored by private individuals.
- b) Events/activities primarily of a fundraising or charitable nature unless the funds directly benefit City-owned facilities, programs, and/or residents.
- c) For-profit organizations or groups.
- d) Reoccurring events/activities such as daily, weekly, and/or monthly.
- e) Events/activities that are not open to the public.
- f) Organizations based outside the City of San Fernando limits (unless the demonstrated benefits are primarily to the residents of the City of San Fernando).
- g) Projects or organizations who have failed to fulfill their obligations during previous events or activities for which Department facility permit fees were waived or reduced.
- h) Applicants that fail to abide by the policy and procedures set forth in this policy will be ineligible to receive future fee waivers for a period of at least two (2) years.

### **Section 5. AUTHORITY**

By order of Resolution No. 7573, Facility Fee Waiver Policy adopted by the City Council on November 18, 2013.



## City of San Fernando FACILITY FEE WAIVER REQUEST FORM

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### ORGANIZATION CONTACT INFORMATION:

Name: \_\_\_\_\_

Organization Contact: \_\_\_\_\_ E-mail: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

### Type of Organization (check only one):

**Non-profit:** \_\_\_\_ (Please provide ID # \_\_\_\_\_) **City Partner:** \_\_\_\_

**Governmental Agency:** \_\_\_\_ **Other:** \_\_\_\_ (Please describe: \_\_\_\_\_)

---

### EVENT INFORMATION:

Date of event: \_\_\_\_\_ Time of event: start time: \_\_\_\_\_ am/pm end time: \_\_\_\_\_ am/pm

Facility requested (park name, room): \_\_\_\_\_

Total time requested for event (include anticipated set-up and tear down time):

Start time: \_\_\_\_\_ End time: \_\_\_\_\_

Please indicate which application you submitted? Special Events: \_\_\_\_ Facility Rental: \_\_\_\_

Name of Event: \_\_\_\_\_

Has your organization sought out all reasonable alternative facilities prior to submission of the fee waiver request? Yes/No (if so, please list below):  
\_\_\_\_\_

What is the event's general content focus (check all that apply):

Education: \_\_\_\_ Entertainment: \_\_\_\_ Screenings/vaccinations: \_\_\_\_ Recreational: \_\_\_\_ Other: \_\_\_\_

Please provide the details of event:

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**City of San Fernando**  
**FACILITY FEE WAIVER REQUEST FORM**

Please provide the following information regarding the event:

- Anticipated number of attendance for event: \_\_\_\_\_
- What percentage of attendance will be residents of the City of San Fernando? \_\_\_\_\_
- Targeted demographics (check all that apply):  
Children: \_\_\_\_ Teens: \_\_\_\_ Adults: \_\_\_\_ Seniors: \_\_\_\_
- Are you collecting a fee or donation for the event? Yes/No (if yes, please explain)  
\_\_\_\_\_  
\_\_\_\_\_
- Projected revenues from event: \$ \_\_\_\_\_ (include: fees, donations, external funding, etc.)
- Projected expenses from event: \$ \_\_\_\_\_ (minus in-kind/volunteer support, gifts, etc.)

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**ACKNOWLEDGEMENT:**

I, \_\_\_\_\_, understand and agree to the following:

- I have read the City of San Fernando's *Facility Fee Waiver Policy*.
- I am applying for a fee waiver based on the belief that my organization meets all of the qualifying criteria in *Section III* of the *Facility Fee Waiver Policy*.
- I certify that all of the information on this request form is accurate to the best of my knowledge.
- I understand and am willing to provide the City any additional documents upon request to expedite the approval process, which may include the organizations financial statement, event financial statement, and/or a letter from the IRS proving active non-profit status.
- I understand that submission of this request does not guarantee approval of fee waivers.
- I understand that all facility requirements and policies must be followed regardless of the fee waiver/reduction.
- I understand that all decisions are final.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

---

**OFFICE USE:**

Facility-use/Special Event Application (including payment) received by: \_\_\_\_\_ Date: \_\_\_\_\_

Reviewed by: \_\_\_\_\_ Date: \_\_\_\_\_ Total Fee Waiver Request: \$ \_\_\_\_\_

Approved: Yes / No Date: \_\_\_\_\_ Total Fee Waiver Approved: \$ \_\_\_\_\_

# Special Event Permit Application



THE CITY OF

# SAN FERNANDO

ATTACHMENT "C"



**THE CITY OF SAN FERNANDO MUST RECEIVE THIS COMPLETED APPLICATION 60 DAYS PRIOR TO THE START OF YOUR EVENT**

Non Refundable Processing Fee: \$50.00  
Please make checks payable to: City of San Fernando



## TABLE OF CONTENTS

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TABLE OF CONTENTS.....	1
SPECIAL EVENT APPLICATION .....	2
SUBMITTING YOUR SPECIAL EVENT APPLICATION .....	2
THINGS TO CONSIDER WHEN PLANNING A SPECIAL EVENT.....	3
SPECIAL EVENT APPLICATION PROCESS.....	3
ACKNOWLEDGEMENT.....	4
APPLICATION INFORMATION.....	4
EVENT DETAILS.....	5
PARK USE.....	6
STREET CLOSURE INFORMATION .....	7
REGIONAL TRANSIT .....	7
PARKING PLAN .....	8
ACCESSIBILITY.....	8
SITE PLAN & ROUTE MAP.....	9
SAFETY EQUIPMENT.....	10
ALCOHOL MANAGEMENT PLAN.....	11
MEDICAL/FIRST-AID PLAN.....	12
SECURITY PLAN .....	13
AMPLIFIED SOUND/ENTERTAINMENT RELATED ACTIVITIES .....	14
FENCING .....	16
STAGES/PLATFORMS.....	17
TENTS/CANOPIES/TEMPORARY STRUCTURES .....	17
VENDORS.....	18
CERTIFIED FARMERS MARKET .....	19
WASTE MANAGEMENT/RECYCLING .....	19
WASTE MANAGEMENT .....	20
RESTROOMS.....	21
MARKETING/ADVERTISING/PROMOTIONS.....	22
NOTIFICATION .....	23
INSURANCE .....	23
HOLD HARMLESS AGREEMENT .....	25
AFFIDAVIT OF APPLICATION.....	26
FORM OF PAYMENT .....	27
CHECKLIST .....	28

## SPECIAL EVENT APPLICATION

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The City of San Fernando celebrates many special events throughout the year. These events are an important part of our community and can add significantly to the quality of life for residents and visitors. Depending on the nature of the events, they can enhance our neighborhoods, highlight products and services, provide marketing opportunities, and add to cultural enrichment of the community.

Special Event Permit Applications must be received by the City of San Fernando Recreation and Community Services no later than sixty (60) days prior to your event date and no more than one (1) year in advance of your date. In general, any organized activity involving the use of, or having impact upon, public property, public facilities, parks, sidewalks, street areas or the temporary use of private property in a manner that varies from its current land use, requires a permit. The Special Event Permit Application will be reviewed to set requirements and fees.

This Special Event Permit Application consists of a three (3) step process:

1. Complete the application. (Incomplete applications will not be accepted and will delay processing which could affect the availability of your preferred event date or location.)
2. Submit a copy of a photo ID and the complete application no later than sixty (60) days before your scheduled event with the processing fee of \$50.00 to the Department of Recreation and Community Services located at Recreation Park, 208 Park Avenue in San Fernando. If your application is submitted between fifteen (15) to thirty (30) days before your scheduled event the processing fee is \$90.00, or \$130.00 if submitted ten (10) days or less prior to the event. Cancellation fees may apply.
3. A City Representative will respond within 10 days regarding your Special Event Application to confirm receipt.

## SUBMITTING YOUR SPECIAL EVENT PERMIT APPLICATION

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Special Events will be classified as one of two (2) event classifications. Any user group or individual found to be intentionally misclassifying their event could be subject to financial penalty or restricted from future event permits.

### Classification 1: Public

- Public Property and/or Property Parcel

A Special Event Permit application is required for the use of all or any portion of a public street, sidewalk, median, or alley by an organized assembly of more than 50 people.

- Park Facility

If you plan to hold your event at a city park, it is your responsibility to contact the appropriate division or facility manager within the Recreation and Community Services Department in order to coordinate the scheduling of your event. Special rules, regulations and restrictions unique to each site or facility may apply. See **Addendum A** for further information on regulations regarding the use of City parks.

### Classification 2: Private

- Private Property:

A Special Event Permit application is required if the event on private property meets one (1) of the following criteria:

- The event is being held outside of the intended use of property (carnival or circus in parking lot, Petting Zoo, walking on street etc.)
- The event requires a temporary ABC license
- The event requires amplified sound and/or will require noise exceeding the City's noise ordinance
- The event requires external infrastructure (i.e. stages, tents, portable toilets, bleachers, etc.)
- The event requires use of any portion of a public right of way (i.e. sidewalk, street, median, alley, etc.)
- The event impacts local businesses and/or residents
- The event requires use of Vendors or Sale of Goods
- The event needs police or fire regulations, monitoring, and/or control

## **THINGS TO CONSIDER WHEN PLANNING A SPECIAL EVENT**

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As you begin planning for your event, think carefully about the impacts and benefits the event brings to the community. The following are some common problems that preliminary planning can help reduce:

- If your event requires a traffic control plan, remember that a street closure, even for two or three blocks, can affect traffic for miles around the venue due to event related traffic, and the rerouting of traffic around the closure.
- Does your street closure block or impede access to police stations, fire stations, hospital emergency access routes churches, schools, businesses or residents?
- How does your event affect public transportation systems, such as the San Fernando Trolley, Metro Bus Line and freeway access? Are alternate routes available to accommodate daily use of these systems?
- Are you planning to serve alcohol at the event? How will the use of alcohol affect the mood, participant safety, and enjoyment of the event, as well as security needs and insurance costs?
- What type of music will be featured at the event? How will the noise level impact the surrounding neighborhood?
- Have you made plans to ensure that your event is accessible to the disabled? Disabilities include, but are not limited to, vision, hearing and physical limitations. Does your event plan block any access ramps? Is disabled parking readily available? Are TDD phones on site? Will portable toilets accommodate wheelchairs?

## **SPECIAL EVENT PERMIT APPLICATION PROCESS**

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The Application process begins when you submit to the Recreation and Community Services Department a completed Special Event Permit Application. Keep in mind that acceptance of your application should in no way be construed as final approval or confirmation of your request. Throughout the review process you will be notified if your event requires any additional information, permits, licenses or certificates. During our initial application screening process you will be allowed time to provide us with all pending documents (e.g. certificate of insurance, permits, etc.). Delays in providing these items often delay our ability to finish our review process and approve your application in a timely manner. We must receive all required items before issuing a Special Event Permit. Due to the many changing components of an event, in most cases, Special Event Permits are issued only a few days in advance of the event date.

We hope that you find these instructions helpful in completing your Special Event Permit Application. If you have questions regarding the permit process, please contact the Recreation and Community Services Department at (818) 898-1290.

On behalf of the City of San Fernando we thank you for contributing to the spirit and vitality of our community through the staging of your event. Best wishes for a successful event!

## ACKNOWLEDGEMENT

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This section of the Special Event Permit Application is intended to provide City staff with an overview of your event. Information you provide in this section is public information and may be used for promotional purposes including, but not limited to, print, electronic, and internet formats. Please read all information and complete the entire application.

I, \_\_\_\_\_, on behalf of \_\_\_\_\_, (the organization I represent), certify that all foregoing pages in this Special Event Application have been completed. I attest that the information contained herein is accurate, to the best of my knowledge and belief. I attest that I have read all the rules, regulations, and guidelines specified herein and that which is included in this Special Event Application.

I, acting on behalf of \_\_\_\_\_, (the organization I represent), am authorized to commit that organization to agree to abide by the rules, regulations, and guidelines specified herein, and I will accept all responsibilities for any damage to City property and/or facilities, any payments for municipal services and/or resources as they have been outlined and as they may be utilized by me and the organization whom I am representing and the patrons who will be served by this Special Event.

Applicant's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## APPLICATION INFORMATION

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**Name of Applicant/Responsible Party** \_\_\_\_\_

Street Address \_\_\_\_\_ Apt/Unit/Suite \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Email Address \_\_\_\_\_

Daytime Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_ Fax \_\_\_\_\_

**Name of Event Organizer/Producer** (if different from Applicant) \_\_\_\_\_

Street Address \_\_\_\_\_ Apt/Unit/Suite \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Email Address \_\_\_\_\_



Daytime Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_ Fax \_\_\_\_\_

**Sponsoring Organization/Company** \_\_\_\_\_

Contact Name \_\_\_\_\_ Contact Phone \_\_\_\_\_

Street Address \_\_\_\_\_ Apt/Unit/Suite \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

### Event Contact for Public Information

Name \_\_\_\_\_ Phone \_\_\_\_\_

Email Address \_\_\_\_\_

Website \_\_\_\_\_

On-site Contact Name \_\_\_\_\_ On-site Contact Cell Number \_\_\_\_\_

## EVENT DETAILS

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Event Name \_\_\_\_\_

Event Location\* \_\_\_\_\_

**\* Additional Documentation Required:** Please attach a copy of your overall event layout as well as any fenced areas and/or a route map for parades, runs, walks, marches, etc. Maps must include the location of the following: stages; bleachers; portable restroom facilities; alcohol dispensing areas; fencing line; entrances, exits and emergency exits; first aid; vendors; inflatables; rides; tents, canopies, booths or other temporary structures; and waste and recycling receptacles/dumpsters. For events with street closures, the site map and/or route map must include surrounding street names; directional arrows; twenty (20) foot emergency fire lane; street closure points; barriers/barricades; signs; start and finish area; water or first aid stations; and band/DJ locations.

Event Date(s) \_\_\_\_\_ to \_\_\_\_\_ Event Hours (include registration time): \_\_\_\_\_ to \_\_\_\_\_

Set-up Date(s): \_\_\_\_\_ to \_\_\_\_\_ Set-up Times \_\_\_\_\_ to \_\_\_\_\_

Tear down Date(s): \_\_\_\_\_ to \_\_\_\_\_ Tear down Times \_\_\_\_\_ to \_\_\_\_\_

Number of Participants (units and floats for parades): \_\_\_\_\_ Number of Spectators/Guests: \_\_\_\_\_

Step-off Time (applicable only for events with a route) \_\_\_\_\_ to \_\_\_\_\_

Start Area (applicable for parades) \_\_\_\_\_ Finish Area \_\_\_\_\_

Total Anticipated Attendance: \_\_\_\_\_

Type of Event (check all that apply):

- |  |  |  |                                     |
|--|--|--|-------------------------------------|
| <input type="checkbox"/> Run/Walk                    | <input type="checkbox"/> Park Festival     | <input type="checkbox"/> Certified Farmers Market    | <input type="checkbox"/> Concert    |
| <input type="checkbox"/> Street Festival/Block Party | <input type="checkbox"/> Parade/Procession | <input type="checkbox"/> Protest/Rally/Demonstration | <input type="checkbox"/> Fundraiser |

- |   |  |   |                                  |
|---|--|---|----------------------------------|
| <input type="checkbox"/> Fireworks/Pyrotechnics | <input type="checkbox"/> Filming*        | <input type="checkbox"/> Sports/Recreation  | <input type="checkbox"/> Circus  |
| <input type="checkbox"/> Carnival               | <input type="checkbox"/> City Park Event | <input type="checkbox"/> Open to the Public | <input type="checkbox"/> Private |
| <input type="checkbox"/> Other _____            |  |   |                                  |

**\* Additional Permit Required:** In accordance with the City of San Fernando, the use of any public property for the purpose of making a motion picture or television production requires a film permit. All film and still photography permits are managed by the City of San Fernando Administration Department. See Addendum K for City Ordinance that may pertain to your event. A photography and film production permit can be obtained from the City of San Fernando Administration Department. See Addendum L for a Photography and Film Production sample permit and other permits required by the city

Has this event been produced before? ☐ No ☐ Yes

Is this an annual event? ☐ No ☐ Yes

Previous name(s), date(s) and location(s) of event: \_\_\_\_\_

Will there be an admission or entry fee? ☐ No ☐ Yes

Fee per adult \_\_\_\_\_ Fee per child \_\_\_\_\_

Event Description: (Provide a detailed description of your event. Attach additional pages or materials as needed.)

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## PARK USE

The City of San Fernando offers many public parks that can be used as a venue for your event. This application can be used to reserve a park for a special event. You are not required to submit an additional Park Use Application. Please see **Addendum A** for special park use rules.

## STREET CLOSURE INFORMATION

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There are three (3) types of street closures: 1) hard street closures, 2) rolling street closures and 3) lane closures. If your event includes a street closure, you will need to submit a Traffic Control Plan (TCP). The Public Works Department will determine whether a professional TCP is required based on the location and type of street closure; or if the event will generate additional traffic or if existing traffic will be severely interrupted. The Public Works Department must approve the TCP before the Special Event Permit can be issued. Street closures can be subcontracted with approval from the City based on a case-to-case basis.

Street closure points must be manned at all times. In most cases, San Fernando Police Department officers may be required to facilitate the closure. The number of officers will depend on the location, type and nature of the closure. Applicant is responsible for hiring the officers and a separate contract will be issued for their service. In some cases, adult volunteers may be stationed at each closure point during the duration of the street closure (including set-up and tear down times). Use of volunteers will be determined by City staff.

Event will occupy: ☐ One lane ☐ Two lanes ☐ Half of street ☐ Full street

Closure type: ☐ Rolling Street closure (streets opens to normal traffic after participants pass)  
☐ Hard Street closure (street closed for an extended period of time and/or event equipment will be placed in street for the duration of the event; no vehicle access)

Name of street(s) to be closed (Attach additional pages as needed; or for moving events such as parades, runs, walks, marches, etc. indicate "see route" and attach a map):

_____ Street name	_____ between	_____ and	_____ start time	_____ end time
_____ Street name	_____ between	_____ and	_____ start time	_____ end time
_____ Street name	_____ between	_____ and	_____ start time	_____ end time
_____ Street name	_____ between	_____ and	_____ start time	_____ end time

## REGIONAL TRANSIT

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Any proposed route along or crossing light rail tracks cannot impede train movements. Trains must be allowed to proceed without interruption. The San Fernando Public Works and Regional Transit will provide input whether or not any proposed route affecting their right of way can be accommodated.

Keeping bus detours to a minimum is appreciated. When detours are necessary, lead time for notifying Public Works is required.

## PARKING PLAN

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When planning your event, it is important to consider the impact on public parking in the area. In some cases, a parking management plan will be required if the venue cannot accommodate the number of anticipated attendees. If a parking management plan is required, you will need to identify City owned or private parking lots that will be utilized, a shuttle plan, the use of carpools, public transportation, ADA accessible parking provisions and/or special parking requests.

The City of San Fernando has a number of parking facilities that may be available for your event. You may reserve metered and unmetered parking spaces on a City street for your event. Or, if your street closure denies access to metered or unmetered parking spaces for an extended period of time, you will be required to reserve those parking spaces. When parking spaces are reserved, City staff will post “No Parking/Tow Away” signs 72 hours in advance of the event for a fee. Additionally, if the spaces you reserve are metered spaces, and the meters will be in service during the time of your reservation, you will be charged a lost revenue fee per meter.

## ACCESSIBILITY

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As an event organizer, you are required to comply with all City, County, State and Federal Disability Access Requirements applicable to your event. All temporary venues, related structures, and outdoor sites for special events shall be accessible to persons with disabilities. If a portion of the area cannot be made accessible, an alternate area shall be provided with the same activities that are in the inaccessible areas. It cannot, however, be offered only to patrons with disabilities.

You need to consider the following accessible as you plan your event: first aid, information center, parking, clear paths of travel (to and from, and inside the event), restrooms (see “Restrooms” for requirements), seating, signage, drinking fountains, phones, transportation and access to vendors. If all areas are not accessible, directional signage or a map/ program must be provided to attendees indicating the location of accessible rest-rooms, parking, drinking fountains, phones, etc.

Compliance with the Americans with Disabilities Act and any and all amendments to the act shall be the sole responsibility of the applicant. The applicant agrees to defend and hold the City harmless from any expense or liability arising from the applicant’s non-compliance. For more information about the Americans with Disabilities Act and compliance at events, please visit [www.ada.gov](http://www.ada.gov).

This checklist is intended to serve as a planning guideline and may not be inclusive of all City, County, State and Federal access requirements. You may be required to attach more detailed information.

Will there be a clear path-of-travel throughout your event venue? Please describe.

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Have you developed a Parking and/or Transportation Plan for your event? Please describe.

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Will a minimum of 10% of portable restrooms at your event be accessible? Please describe.

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Will all food, beverage and vending areas be accessible? Please describe.

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If all areas of your event venue cannot be made accessible, will maps or programs be made available to show the location of accessible restrooms, parking, telephones (if any), drinking fountains, and first aid stations? Please describe.

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## **SITE PLAN & ROUTE MAP**

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To ensure appropriate review of your event, it is preferred that you submit blueprints or computer assisted drawings (CAD) of your event site plan. This is applicable for moving routes and fixed venues. If blueprint or CAD plans are not submitted, your site plan should be produced in a clear and legible manner. Site plans should be submitted on an 8 1/2" x 11" or 8 1/2" x 14" standard format. If blueprints are necessary, a minimum of four (4) copies should be included with your permit application.

Based on your event site plan and components, the Building Official and/or the Los Angeles Fire Department may require an inspection of your venue at your cost before and/or during the event.

Should the scope of work proposed for the event include portable structures, prefabricated structures or site built structures such as bleachers, elevated platforms/stages, tents and membrane structures as well as other similar



structures, the Building Official may require the issuance of Building Permits. Please provide all necessary specifications and details to facilitate the structural review, permit issuance as well as any related site inspections required by the Building Official. This process may require more than (45) calendar days based on the size, number and scope of the proposed temporary construction.

Your event site plan/route map must include but not be limited to:

- An outline of the event venue, including the names of all streets and moving routes of any kind. Indicate the direction of travel and all street or lane closures.
- The location of fencing, barriers and/or barricades. Indicate any removable fencing for emergency access.
- The provisions for a minimum of twenty-foot (20') emergency access lanes throughout the event venue. The location of all first aid facilities.
- The location of all stages, bleachers, grandstands, canopies, tents, portable toilets, booths, cooking areas, trash containers, and dumpsters, and other temporary structures.
- Location of generator(s) with source of grounding and/ or source of electricity.
- Identification of all ADA accessible areas that meet standards, pedestrian access, and requested street closures.
- Other related event components not listed above.

## SAFETY EQUIPMENT

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If your event involves public right-of-way closures or encroachments, you will be required to obtain traffic safety equipment for the safe closure of your venue and ensure proper detour and parking information is posted. Depending upon the type of event, barricades, traffic cones, directional signage, etc. may be required. The Public Works Department will review your submitted site plan for cost estimates and requirements. The Public Works Department has final authority to determine safety equipment requirements.

Will your event involve the use of traffic safety equipment? ☐ No ☐ Yes

If yes, please list: \_\_\_\_\_

Equipment Company: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip Code

Telephone Number: \_\_\_\_\_  
Day Evening Mobile Fax

Equipment Set-up: \_\_\_\_\_  
Date Time

Equipment Pick-up: \_\_\_\_\_  
Date Time

## ALCOHOL MANGEMENT PLAN

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Alcohol service and consumption on public property is allowed by Special Event Permit only. If you are interested in serving or selling alcohol at your event you will need to obtain the appropriate license from the California Department of Alcoholic Beverage Control (ABC).

Are you requesting permission to serve alcohol at your event?

☐ No

☐ Yes

To qualify for this Special Daily License, you must be an existing non-profit organization, including a charitable, civic, cultural, fraternal, patriotic, political, religious, social or amateur sports organization. Commercial enterprises and caterers are subject to different requirements. Please contact ABC for permit information or see **Addendum B**.

### ABC's Contact Information:

North & Northwestern parts of Los Angeles County  
6150 Van Nuys Blvd., Room 220  
Van Nuys, CA 91401  
(818)901-5017  
(818)785-6731 FAX  
[VNY.Direct@abc.ca.gov](mailto:VNY.Direct@abc.ca.gov)

- Instructions for Obtaining a Daily License  
<https://www.abc.ca.gov/FORMS/ABC221I.pdf>
- Daily License Application/Authorization (Special One-Day Event Permit)  
<https://www.abc.ca.gov/FORMS/ABC221-2010.pdf>
- Information for Special Daily Licenses  
<http://www.abc.ca.gov/FORMS/ABC532.pdf>

Will the alcohol be sold to the attendees?

☐ No

☐ Yes

Type of Alcohol(check all that apply):

☐ Beer

☐ Wine

☐ Distilled Spirits

Explain your sales plan (ticket system, cash at service area, etc.):

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Explain your method(s) of serving:

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Explain who will serve the alcohol (professional bartenders, volunteers, etc.):

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How many alcohol service locations will you have and where will they be located (please include on site map):

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Explain how IDs will be checked, wristbands applied and how you will monitor any underage drinking:

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Is the event open to all ages?

☐ No

☐ Yes

Do you have an alcohol sponsor?

☐ No

☐ Yes

## MEDICAL/FIRST-AID PLAN

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Have you made provisions for on-site medical services?

☐ No

☐ Yes

***If yes, please describe your medical plan:***

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## AMPLIFIED SOUND/ENTERTAINMENT RELATED ACTIVITIES

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The City of San Fernando defines “amplified sound” as speech, music or other sound projected or transmitted by electronic equipment including amplifiers, loud speakers, microphones, or similar devices or combinations of devices which are powered by electricity, battery or combustible fuel and which are intended to increase the volume, range, distance or intensity of speech, music or other sound, Code Section 34-95. (See **Addendum K** for City Ordinances/ Codes) For a City sample Amplified Sound Permit Application, See **Addendum C**.

Will your event include amplified sound?

☐ No

☐ \*Yes

What times are you requesting amplified sound? Start \_\_\_\_\_ End \_\_\_\_\_

Will sound checks be conducted prior to start time?

☐ No

☐ Yes

Describe the sound equipment that will be used at the event:

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Are there any musical entertainment features related to your event?

☐ No

☐ Yes

**\* Additional Documentation Required:** Please attach a performance schedule including all performers/bands/DJs, types of music and performance schedule.

If using a licensed sound company, please complete the following:

Name of the Company: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip Code

Telephone: \_\_\_\_\_  
Day Evening Mobile Fax

Will generators as a power source be used? ☐ No ☐ Yes

If yes, what type \_\_\_\_\_ How many: \_\_\_\_\_

If using licensed power company, please complete the following:

Name of the Company: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip Code

Telephone: \_\_\_\_\_  
Day Evening Mobile Fax

Does the entertainment include the use of fireworks, rockets, lasers or other pyrotechnics? ☐ No ☐ \*Yes

**If yes, explain:**

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**\* Additional Documentation Required:** The license holder must submit a letter of intent and shoot schedule. The Los Angeles Fire Department will request required documentation.



Does the entertainment include any inflatables?

☐ No☐ Yes

If yes, explain:

Does the entertainment include carnival rides?

☐ No☐ \*Yes

If yes, explain and include on site plan:

**\* Additional Documentation Required:** The carnival company must submit a letter of intent, and include the C Numbers of each ride, required insurance documentation, and will be required to obtain a business license.

Does the entertainment include animals? (petting zoo, pony rides, etc.)

☐ No☐ Yes

If yes, explain:

Does the entertainment include vehicles? (Car show, displays, etc.)

☐ No☐ Yes

If yes, explain and include on site plan:

FENCING

Fenced area refers to any event or area within the event that is closed off by temporary fencing. The Los Angeles Fire Department will review your site map and set an occupancy load for the fenced area.

When developing your fenced plan include accurate dimensions, main entrance, and exits. In some cases, a Fire Department inspection may be required (for a fee) to set the occupancy load and check access and exits. (See Addendum D)

Will your event include the installation of fencing?

☐ No

☐ Yes

**If yes, explain and include on the site map:**

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## STAGES/PLATFORMS

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Will your event include the installation of stages or platforms? **(If yes, please indicate on site map)**

☐ No

☐ Yes

How many stages \_\_\_\_\_ What are the dimensions? \_\_\_\_\_

## TENTS/CANOPIES/TEMPORARY STRUCTURES

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Tents that are larger than 200 square feet and canopies that are larger than 400 square feet must be permitted and inspected by the Los Angeles Fire Department. The following California State Fire Code regulations apply to tents/canopies of this size:

### Location:

- Must be placed at least 20 feet from any property line, building or other tent/canopy/temporary structure.
- A fire access roadway, at least 20 feet wide, to each tent must be provided.
- All vehicles with an internal combustion engine must be at least 30 feet from any tent/canopy/temporary structure.

### Tent/Canopy Material:

- All tent materials must be either fire retardant or made to be fire retardant in a Fire Department approved manner.
- Proof that materials are fire retardant must be posted on the premises.
- All weeds, vegetation and combustible waste must be removed from the area occupied by the tent/temporary structure, as well as from a 30 foot area surrounding the tent/canopy/temporary structure.

### Seating:

- Chair rows must be no longer than 15 seats and have 18 inches of clearance front to back.
- Aisles must be at least 44 inches wide.

### Exits:

- Exits must be evenly spaced at least every 100 feet around the perimeter.
- Exit signs must be hung when the occupancy exceeds 50 attendees.

Will your event include tents or canopies?

☐ No

☐ Yes

**If yes, explain and include on site map:**

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Tent/canopy size(s) (If you have multiple tents/canopies with varying sizes, indicate the number with the corresponding size):

Number of tent(s) / canopies \_\_\_\_\_

Size(s) \_\_\_\_\_

**Additional Permit Required:** See **Addendum D** for LA Fire Department special event procedures, general requirement, Division 5 permit fees, and a sample Division 5 permit application from the LA Fire Department.

## VENDORS

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The City of San Fernando defines “vendor” as an organization or business that sells or advertises products and/or services to event attendees. Generally there are three (3) categories of vendors: 1) food/beverage, 2) merchandise and 3) information. A City of San Fernando Business License is required for vendors who wish to sell, expose for sale, or offer for sale any food/beverage or merchandise in the City of San Fernando. Please contact the City of San Fernando, Finance Department for Business License information. You should require each vendor to provide you, the event organizer, with a copy of their Business License (if applicable) and general liability insurance.

Does your event include food vendors?

☐ No

☐ Yes **If yes, how many?** \_\_\_\_\_

**Additional Permit Required:** A Los Angeles County Department of Environmental Health Permit is required to sell or serve food to the general public in the City of San Fernando. Please contact the City of San Fernando for permit information.

Will any of the food vendors be cooking or heating food on-site?

☐ No

☐ \*Yes **If yes, how many?** \_\_\_\_\_

**\* Additional Documentation Required:** Please read the Los Angeles Department’s Hot Food Vendor Requirements (Addendum G). This document must be distributed to each of your hot food vendors. Each vendor must read, sign and display this document on-site. An inspection may be required (for a fee).

What method(s) will be used? (check all that apply)

☐ gas

☐ electric

☐ charcoal

☐ other, specify: \_\_\_\_\_

What is your plan for disposing of grease, charcoal and/or waste water?

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Does your event include merchandise vendors? ☐ No ☐ Yes *if yes, how many?* \_\_\_\_\_

Does your event include information vendors? ☐ No ☐ Yes

Will any items or services sold at your event present any unique liability issues? (massage, pony rides, tattooing/piercing, etc.)

☐ No ☐ Yes

**If yes, explain:**

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## CERTIFIED FARMERS MARKETS

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A certified farmers' market is a location where agricultural products are sold by producers directly to consumers or to individuals, organizations or entities that subsequently sell or distribute the products directly to end users. A certified farmers' market may be operated on public property with a Special Event Permit.

**Additional Permit Required:** Additional documentation may be required. Please contact the City of San Fernando or visit [sfcity.org](http://sfcity.org) for more information. For information on applicable permits, contact the Los Angeles County Health Department, Mid-Valley District at (818)671-2222 a minimum of 30 days prior to the event.

## WASTE MANAGEMENT/RECYCLING

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You are responsible for properly disposing of all waste and garbage throughout the term of your event, and immediately upon conclusion of the event, the area must be returned to a clean condition. If you, as the event organizer, set a standard of leaving the venue better than you found it, you can have a highly beneficial impact on the San Fernando community and establish a good reputation for your event in the future.

Should you fail to perform adequate cleanup or damage occurs to City property, you will be billed at full recovery rates, plus overhead for cleanup and repair. In addition, such failure may result in denial of future approval for a Special Event Permit or the requirement of a cash deposit or bond. The City may charge a damage deposit of up to \$5,000 for events with a past history of damage or waste problems or for those events with the potential for damage or significant waste.

In an effort to make our City more sustainable, you as the event organizer are responsible for providing a sufficient number of garbage and recycling receptacles at your event. The City of San Fernando no longer directly provides commercial services but the City can provide street sweeping services, at a cost. (See **Addendum J** for City Codes)

## WASTE MANAGEMENT

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The city does not provide street sweeping services for special events, so please plan accordingly. California State law requires each City to divert 50% of solid waste from landfill. Republic Services manages the City of San Fernando's solid waste programs. You can help by planning recycling strategies for the waste generated at your event by calling the Public Works Department at (818) 898-1222. Exclusive franchise agreements require applicants to use Republic Services for garbage removal. Please contact them at least 30 days in advance to arrange for service at the event. (See **Addendum K** for Waste Management City Ordinances / Codes)

Will there be dumpsters and/or trash receptacles?

☐ No      ☐ Yes      *If yes, please identify the following:*

Total number of dumpsters / size: \_\_\_\_\_

Delivery Date: \_\_\_\_\_ Time: \_\_\_\_\_

Pickup Date: \_\_\_\_\_ Time: \_\_\_\_\_

Please explain your plan for clean-up and waste removal during and after the event:

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## STORM WATER PROTECTION

*Local and State regulations prohibit the discharge of wash water, cleaning water, trash and debris to the Storm Drain System. Please contact the City's Storm Water Protection Program for specific information and assistance with your event planning at (818) 898-1222*



## RESTROOMS

### Public Toilet Facilities

Adequate toilet facilities (permanent or portable) must be available for public use. One hand washing sink must be available for every four (4) toilets. Sinks are to be stocked with liquid soap, single use towels, and a trash container for towel waste.

Maximum Expected Daily Attendance	Number of Hours for Event									
	1	2	3	4	5	6	7	8	9	10
	Number of Toilets Needed									
<500	4	4	4	6	6	6	8	8	8	8
500-1000	4	6	6	6	6	8	8	8	8	12
2000	4	8	8	8	8	12	12	12	12	16
3000	8	8	10	10	10	12	16	16	20	20
4000	8	8	12	12	16	16	20	20	24	28
5000	12	12	12	16	20	30	30	30	30	34

If you are planning to provide restroom facilities at the event, please provide the following information:

Total number of Port-a-toilets: \_\_\_\_\_

Total number of ADA accessible toilets: \_\_\_\_\_

Portable toilet company name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Set Up Date & Time: \_\_\_\_\_

Pick Up Date & Time: \_\_\_\_\_

For more information regarding restroom regulations please visit the Los Angeles County Department of Health at:  
[www.publichealth.lacounty.gov](http://www.publichealth.lacounty.gov)

## MARKETING/ADVERTISING/PROMOTIONS

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Please ensure that you have conditional approval before you begin to market, advertise or promote your event. Acceptance of the Special Event Permit Application is not a guarantee of the date or location or automatic approval of your event. Once you have conditional approval you may proceed to market, advertise or promote your event at your own risk. However, if the permit is not granted and the event is therefore cancelled, you may not hold the City of San Fernando responsible or liable for any of the costs incurred from your marketing, advertising or promotions.

Please explain how you will market, advertise or promote this event or invite attendees to the event (include event website and social networking sites if applicable; attach additional pages as needed):

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Do you plan to include radio or television promotions? ☐ No ☐ Yes

**If yes, explain:**

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Do you expect a live broadcast or feed from the event? ☐ No ☐ Yes

**If yes, explain:**

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Do you expect media coverage? ☐ No ☐ Yes

**If yes, explain:**

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Do you plan to place signs or hang banners on City property?

☐ No

☐ \*Yes

**If yes, explain:**

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**\* Additional Permit Required:** See **Addendum H** for a sample Banner Permit Application

## NOTIFICATION

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An event can change the normal flow of residential and business activity potentially causing a negative impact to the community. As the event organizer, you are responsible for notifying those residents and businesses that will be impacted by your event. If your event involves a street closure, amplified sound (more than announcements), pyrotechnics, the sale of alcohol, or you anticipate more than 500 attendees at the event during peak time, you will be required to notify in writing all residents and businesses residing within a two (2) City block radius or 300 feet surrounding the event venue and/or route at least (30) days prior to the event. The preferred method of notification is the Notification of Upcoming Special Event (**Addendum E**). This template should be completed and distributed door to door or mailed to the impacted area.

To complete the notification requirement, you must submit a Notification Certification (**Addendum F**) listing the residents and businesses that received your notification and the method of notification that was used per resident or business.

**Additional Documentation Required:** A copy of the completed Notification Certification and either a completed Notification of Upcoming Special Event or alternate notification must be provided to Special Event Services.

## INSURANCE

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Applicant and/or the sponsoring organization shall defend, indemnify, and hold harmless the City of San Fernando, its officials, agents, employees, and volunteers from and against all actions, losses, damages, liability, costs, and expenses of every type and description, including, but not limited to, attorney's fee, to which any or all of them may be subjected by reason of, or resulting from, directly or indirectly, in whole or in part, the acts or omissions of the applicant, sponsoring organization, or its officers, agents, employees or volunteers directly or indirectly arising from the exercise of the authority under the Special Event Permit. Verification of insurance must be submitted at least 14 days prior to your event. You must submit two (2) documents to satisfy insurance requirements. (See **Addendum I** for an Insurance Certificate Sample)

1. Certificate of Insurance in the amount of \$1 million worth of General Liability coverage must be submitted for the event date and any set-up and/or tear down dates.

- The standard proof of insurance is the ACORD certificate form.
  - The name of the insured, the insurance carrier, the policy number, coverage limits, and effective and expiration dates for the coverage must be stated on the certificate of insurance.
  - If alcohol will be sold or consumed at the event, a \$1 million liquor liability is required.
  - Certificate holder must be listed on the certificate
  - Insurance certificates must be signed by an authorized representative of the insurance carrier. Electronic signatures are acceptable.
2. Additional Endorsement is required to reflect that the insurance policy has been amended to include the City of San Fernando.
- The Additional Endorsement must reference the policy number as it appears on the certificate.
  - "The City of San Fernando, it's officials, agents, employees and volunteers" must be named as additionally insured on the Additional Endorsement.

Your permit will not be issued until both the Certificate of Insurance and Additional Endorsement have been received.

1. Name the City of San Fernando, its officials, officers, directors, employees, agents, and volunteers as additionally insured against liability for injury to persons, damage to property and for the death of a person or persons arising or resulting from any act or omission on the part your organization, its agents or employees.
2. Include liability coverage for claims made by participants in your event/program. YOU are advised that any and all exclusions pertaining to athletic or recreational events/programs must be disclosed in the endorsement and failure to do so will not necessarily insulate your organization from individual liability for claims made as a result of the use of the facilities and your event/program.
3. Be PRIMARY insurance with respect to the additionally insured named above. Any other insurance available to the City of San Fernando, its officials, officers, directors, employees, agents and volunteers shall be excess and noncontributing.

### **Insurance Requirements:**

- A. Contractor shall purchase and maintain the following types of insurance:
  1. Commercial General Liability insurance with a limit of not less than \$1 million per occurrence. Such insurance shall name the City of San Fernando, its officers, agents, and employees as additional insured, and shall be primary and not contributing with any other insurance or self-insurance maintained by the City.
  2. Business Automobile Liability insurance with a limit of not less than \$1 million each accident. The policy shall include coverage for owned, non-owned and hired vehicles.
  3. Professional Liability insurance (only if Contractor is a licensed professional) with a limit not less than \$1 million per occurrence.
  4. Workers Compensation insurance as required by California law and employers liability insurance with a limit not less than \$1 million. Such insurance shall include a waiver of subrogation in favor of the City.
- B. All such insurance policies shall provide the City thirty (30) days written notice of cancellation.
- C. Prior to commencement of work, and throughout the term of this contract, Contractor shall furnish the City:
  1. Properly executed certificates of insurance evidencing compliance with these requirements.

2. The additional insured endorsement to the Commercial General Liability policy required above.

Such certificates shall disclose the Contractor's self-insured retentions or deductibles, which are subject to City approval. Contractor agrees to provide certified copies of insurance policies if requested by the City. All evidence of insurance and notices of cancellation shall be mailed to:

The City of San Fernando ATTN:

[ Name to be inserted ]

208 Park Avenue

San Fernando, CA 91340

D. Contractor's insurers shall maintain an A.M. Best rating of A-, VII or better.

E. Contractor shall require, and obtain evidence, that all subcontractors maintain insurance that complies with the insurance requirement.

You are strongly urged to show this Notice of Conditions (including the precise wording of these requirements) to your insurance agent or broker. Doing so will help you, your agent, and the City process the proper documents in a timely manner.

You must provide the City with the endorsement (14) days prior to the start of your event/program. Each endorsement shall be subject to approval by the City of San Fernando as to form and as to insurance company. (See **Addendum J** for an Additional Endorsement Sample)

Please sign and return this original Notice of Conditions to indicate your receipt and understanding of each of the conditions listed above.

Signature of Designated Official \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_ Organization's Name \_\_\_\_\_

## **HOLD HARMLESS AGREEMENT**

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By my signature below, I hereby agree to and represent the following:

\_\_\_\_\_, as a condition of use of City of San Fernando facilities on the date of \_\_\_\_\_, hereby agrees to, and shall, defend, indemnify, and hold harmless the City of San Fernando, its officials, officers, directors, employees, volunteers, and agents from and against any or all loss, liability, expense, claim, costs, suits and damages of every kind, nature and description, directly or indirectly, arising from usage or activities for which Special Event Permits are granted.

\_\_\_\_\_ will take full responsibility for seeing that use of City facilities is in full adherence and compliance with all applicable City rules and conditions and the requirements of State Law.

On the date(s) of \_\_\_\_\_, commencing at 12:01 a.m. and expiring at 12:00 midnight, \_\_\_\_\_ will at its sole expense, maintain in full force and effect a policy or policies of comprehensive general liability insurance written by one or more responsible insurance companies licensed to do



business in California, that will insure \_\_\_\_\_, and the City of San Fernando as an additional insured, against liability for injury to persons or property and for death of any person or persons with respect to usage or activities under the permit. Each such policy shall be subject to approval by City of San Fernando as to form and as to insurance company. The comprehensive general liability insurance policy limits of such insurance shall not be less than \$1,000,000 combined single limit.

Signature of Applicant \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_

## AFFIDAVIT OF APPLICATION

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I certify that the information contained in the foregoing application is true and correct to the best of my knowledge and belief that I have read, understand and agree to abide by the rules and regulations governing the proposed Special Event under the San Fernando City Code and I understand that this application is made subject to the rules and regulations established by the City Council. Applicant agrees to comply will all other requirements of the City, County, State, or Federal Government, and any other applicable entity which may pertain to the use of the Event venue and the conduct of the Event. In the event that a possessory interest subject to property taxation is created by virtue of this Special Event Permit, I agree to pay all possessory interest taxes and the City shall not be liable for the payment of such taxes. I further agree that the payment of any such taxes shall not reduce any consideration paid to the City pursuant to this Special Event Permit. I agree to abide by these rules, and further certify that I, on behalf of the Host Organization, am also authorized to commit that organization, and therefore agree to be financially responsible for any costs and fees that may be incurred by or on behalf of the Event to the City of San Fernando.

Print Name of Applicant/Host Organization \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name of Event Organizer \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Date \_\_\_\_\_ Drivers License Number \_\_\_\_\_

**Additional Documentation Required:** Please attach a current copy of your Drivers License or California ID to completed application.

Thank you for completing your Special Event Application. Before you submit your application to the City of San Fernando, please make sure that the following steps have been completed:

☐ Signed and dated your application?

- ☐ Attached your event site plan?
- ☐ Attached your event security plan?
- ☐ Provided a copy of your security company's Private Patrol Operator's License?
- ☐ Attached your event medical plan?
- ☐ Attached a copy of your accessibility plan?
- ☐ Attached your event parking?
- ☐ Attached a complete entertainment list and schedule?
- ☐ Provided samples of communications that will be distributed to impacted residents, businesses, schools, places of worship and other entities?
- ☐ Attached your Certificate of Insurance?
- ☐ Attached a copy of your IRS 501(C) tax exemption letter?
- ☐ Included any County, State, or Federal permits that may be required to hold your event in the selected venue?

**Submit your completed Special Event Application to:**

City of San Fernando  
 Recreation and Community Services Department Recreation Park  
 208 Park Avenue  
 San Fernando, CA 91340

## FORM OF PAYMENT

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A non-refundable application fee of \$50 is due at the time you submit your application. Application fees are due (45) days in advance of your event. Applications submitted (30) days or less of an event require a \$40 non-fundable expedition fee in addition to the \$50 application fee. Applications submitted (10) days or less of an event require a \$80 non-fundable expedition fee in addition to the \$50 application fee. Checks must be made payable to "City of San Fernando" and will not be accepted less than thirty (30) days prior to the event.

- ☐ Cash –must be presented to clerk
- ☐ Personal/Business Check-attach or present to clerk
- ☐ Money Order/ Cashier Check-attach or present to clerk
- ☐ Visa/Mastercard/Discover- must be presented to clerk or indicate a phone and name for clerk to call to get card information

Phone:\_\_\_\_\_ Name:\_\_\_\_\_

**Refund Policy**

Any refunds due will be processed and mailed within (21) business days of the event or cancellation. Payments made by cash or check will be refunded with a check. Payments made by credit card will be returned to the credit card.

## CHECKLIST

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Thank you for completing the Special Event Application. Before you submit your application to the City of San Fernando, please make sure you have completed the following steps:

- ☐ Sign AND date your application
  - ☐ Attach your event site map (and route map if applicable)
  - ☐ Include the \$50 non-refundable application fee (if you are submitting less than 45 days prior to the event date, please include appropriate expedition processing fee)
  - ☐ Attach a copy of your current Drivers License or California ID
- 

***Submit your completed application to:***

**By mail:**

City of San Fernando Recreation Park  
208 Park Avenue  
San Fernando, CA 91340

**Or email:**

[mcalleros@sfcity.org](mailto:mcalleros@sfcity.org)

Questions?

Please call (818)898-1290

**Best wishes for a successful event!**

## SPECIAL EVENT APPLICATION INQUIRY

### REQUIREMENTS

Thank you for your interest in holding an event in the City of San Fernando. Events are an important part of our community and can add significantly to the quality of life for residents and visitors. Depending on the nature of the events, they can enhance our neighborhoods, highlight products and services, provide marketing opportunities, and add to cultural enrichment of the community.

Submitting Your Special Event Application can often be confusing. Please review the criteria to determine whether a Special Event Permit is needed or simply a Facility Use Permit. Special Events are classified as **Public** or **Private**.

#### SPECIAL EVENT CLASSIFICATION 1: PUBLIC

- Public Property / Property Parcel: A Special Event Permit application is required for the use of all or any portion of a public street, sidewalk, median, or alley by an organized assembly regardless of the number of attendees.
- Park Facility: If you plan to hold your event at a city park, it is your responsibility to contact the Recreation and Community Services Department in order to coordinate the scheduling of your event. Special rules, regulations, restrictions, and fees unique to each site or facility may apply.

#### SPECIAL EVENT CLASSIFICATION 2: PRIVATE

- Private Property: A Special Event Permit application is required if the event on private property meets one of the following criteria:
  - ~ The event is being held outside of the intended use of property (i.e., carnival, or circus in parking lot, petting zoo, walking on streets, etc.);
  - ~ The event requires a temporary ABC license;
  - ~ The event requires amplified sound and/or will require any noise exceeding the City's noise ordinance;
  - ~ The event requires external infrastructure to support the event (i.e., stages, tents, portable toilets, bleachers, etc.);
  - ~ The event requires use of any portion of a public right of way (i.e., sidewalk, street, median, alley, etc.);
  - ~ The event impacts local businesses and/or residents;
  - ~ The event includes vendors or sale of goods; and/or
  - ~ The event needs police or fire regulations, monitoring, and/or control.

#### FACILITY USE PERMIT

A Facility Use Permit is primarily defined as a private event taking place in a City facility listed at an available rental site.

#### FEES

- Application Fee: A non-refundable application fee applies to all applications submitted and is based upon the number of days before the event.
 

~ 10 business days or less	\$ 180
~ 11 to 29 days	\$ 140
~ 30 to 59 days	\$ 120
~ 60 days or more	\$ 50
- Other Fees: In addition to the application fee, your event may incur additional fees (i.e., amplified sound permit, encroachment permit, parking, etc).

### SPECIAL EVENT APPLICATION INQUIRY

If the event is classified as a Special Event requiring an application, please complete the Special Event Application Inquiry information on the back of this form and submit, with appropriate fees, to the City of San Fernando Recreation and Community Services Department office located at: Recreation Park | 208 Park Avenue, San Fernando, CA 91340. Based upon the information provided, staff will inform you within seven (7) business days of all sections in the Special Event Application Inquiry form that applies to your event. PLEASE NOTE: Submitting a Special Event Application Inquiry form does not guarantee approval of your event.

### FOR MORE INFORMATION

For more information please contact the City of San Fernando Recreation and Community Services desk at 818.898.1290.

**APPLICANT INFORMATION**

ORGANIZATION NAME		DATE
EVENT ORGANIZER NAME		
TYPE OF ORGANIZATION <i>Non-Profit, Private Function, Resident, Business, Etc.</i>		
MAILING ADDRESS		
PRIMARY PHONE NUMBER	EMAIL ADDRESS	

**EVENT INFORMATION**

EVENT NAME/TITLE	
DATE(S) OF EVENT	
EVENT HOURS <i>Include Setup and Teardown</i>	<input type="checkbox"/> AM <input type="checkbox"/> PM         TO <input type="checkbox"/> AM <input type="checkbox"/> PM
ANTICIPATED ATTENDANCE	ADMISSION FEE?
EVENT DESCRIPTION	
TYPE OF EVENT <input type="checkbox"/> WALK OR RUN <input type="checkbox"/> STREET EVENT <input type="checkbox"/> FESTIVAL <input type="checkbox"/> PARKING LOT EVENT <input type="checkbox"/> OTHER: <input type="checkbox"/> CYCLING RACE/RIDE <input type="checkbox"/> CONCERT <input type="checkbox"/> FARMERS MARKET <input type="checkbox"/> GRAND OPENING	
CHECK ALL THAT APPLY <input type="checkbox"/> INDOOR <input type="checkbox"/> GENERATOR <input type="checkbox"/> STAGE <input type="checkbox"/> USE OF SIDEWALK <input type="checkbox"/> SECURITY <input type="checkbox"/> OUTDOOR <input type="checkbox"/> FIRST AID <input type="checkbox"/> BANNERS <input type="checkbox"/> LANE/ROAD CLOSURE <input type="checkbox"/> BOUNCERS/INFLATABLES <input type="checkbox"/> ALCOHOL <input type="checkbox"/> FOOD SALES <input type="checkbox"/> TENTS (>10x10 SQ FT) <input type="checkbox"/> FILMING/TAPING <input type="checkbox"/> DESIGNATED PARKING SPACES <input type="checkbox"/> AMPLIFIED SOUND <input type="checkbox"/> COOKING <input type="checkbox"/> BOOTHS/CANOPY <input type="checkbox"/> CELEBRITIES	

***Based upon the information provided, staff will inform you within seven (7) business days of all sections in the Special Event Application Inquiry form that applies to your event.***

***PLEASE NOTE: Submitting a Special Event Application Inquiry form does not guarantee approval of your event.***



78284

**LEASE AGREEMENT**

by and between

**CITY OF SAN FERNANDO**

and

**COUNTY OF LOS ANGELES**

dated

October 6, 2014

**LEASE AGREEMENT**

(City of San Fernando/County of Los Angeles)

THIS LEASE AGREEMENT ("Lease") is effective as of October 28, 2014 ("Effective Date"), by and between the CITY OF SAN FERNANDO ("City") as lessor, and COUNTY OF LOS ANGELES, a body corporate and politic ("County") as lessee. The City and County are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

**RECITALS**

A. City is the owner of an approximately 2.81 acre portion of real property (portion of Assessor's Parcel Number 2519-026-903) which comprises the San Fernando Regional Pool Facility, a public pool and related facilities located in the City of San Fernando, California, as shown in Exhibit A, site map, and legally described and depicted in Exhibit B, legal description, both attached hereto and made a part hereof by this reference (the "Property").

B. City financed construction of the Property and the pool facilities therein, in part, through that certain Section 108 loan in the amount of \$3,000,000 (the "Loan") issued by County's Community Development Commission ("CDC") pursuant to that certain Loan Agreement dated May 13, 2004 ("Loan Agreement") between the City and the County. The current balance of the Loan is \$ 676,864.00 ("Loan Balance").

C. City desires to lease the Property to County in exchange for County's agreement to pay off the Loan Balance and County desires to lease the Property from City for the purpose of providing aquatic services and programs to the local community and general public all in accordance with the terms set forth in this Lease.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Lease, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually covenant and agree as follows:

**ARTICLE 1**  
**LEASE**

1.1 City hereby leases the Property to County and County hereby leases the Property from City on the terms and conditions set forth herein.

## **ARTICLE 2**

### **BASIC PROVISIONS**

**2.1 Basic Provisions.** For the convenience of the parties, certain basic provisions of this Lease are set forth herein, which provisions are subject to the remaining terms and conditions of this Lease and are to be interpreted in light of such remaining terms and conditions.

**2.1.1 Address of the Property:** San Fernando Regional Pool Facility, 300 Park Avenue, San Fernando, California 91340.

**2.1.2 Property Description:** The Property consists of three bodies of water, a 50 meter competition pool with diving boards, a 25 meter instructional pool with recreational slide, and splash area; an approximately 16,000 square foot two-story building consisting of a lobby area, office space, storage areas, a banquet hall, kitchen area, locker and shower facilities; an approximately 800 square foot outdoor storage area enclosed by fencing(a small portion of which is outside the Legal Description – the City acknowledges that this portion shall be part of the Property covered by this Lease) ; adjoining parking lot; and, all of the fixed pool facility equipment and furnishings as more particularly described in the inventory list attached hereto as Exhibit C and made a part hereof by this reference (collectively, the "Facilities").

**2.1.3 County's Rights:** Subject to the terms of this Lease, County shall have the right to the exclusive possession, control, use, management and operation of the Property, the Facilities, and all related services, programs and activities. County's rights include but are not limited to the following:

(a) The right to charge and collect fees for the use of the Facilities as the County deems appropriate. City acknowledges and agrees that any revenue generated from the Facilities and collected by County shall be the sole property of the County. City shall not be entitled to any preferential use of the Facilities. In addition, City shall be subject to County's standard rules and regulations with regard to use of the Facilities, including, without limitation, requirement of a separate written agreement with regard to each such use, and payment of applicable fees. Notwithstanding the foregoing, City and County agree to meet and confer on a semiannual basis or as needed at the request of either Party, during the Term of this Lease to coordinate scheduling of events at the Property and the adjoining City facilities in an effort to ensure that the City's use of its adjoining facilities does not conflict with the County use of the Facilities and in return that the County use does not conflict with any City events.

(b) At any time during the term of this Lease and at County's sole cost and expense, the right, to add, change, alter, or install new signage on or about the Property including without limitation, adding the words "County of Los Angeles" and/or adding the County and/or Department of Parks and Recreation seals to any existing signage; but not including the right to rename the Facilities. County agrees to maintain its signage in good condition and remove all of its signage at the termination of this Lease. All signage

installed, changed or altered by the County shall be in compliance with City requirements, as set forth in the City Municipal Code. City is responsible for maintenance and repair for any City signage located on the Property but shall not be responsible for maintenance or repair of any County signage.

(c) The right to use, on a nonexclusive basis (i) the cemented service road owned by the City located adjacent to the Property as shown on Exhibit A (the "Service Road") which allows access to the Property and parking lot located within the Property (the "Pool Parking").

(d) The right to control the use of the Pool Parking, provided that County shall be responsible, at its sole cost and expense, for the regular maintenance of the Pool Parking including resurfacing and restriping, subject to prior approval by the City, which approval shall not unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, if City fails to respond to County's request within fifteen (15) days of receipt thereof, County's request shall be deemed approved. County agrees that City shall have the right to use the Pool Parking on a nonexclusive basis for purposes of providing parking to users of the adjacent City park facilities and other City related uses provided City (i) complies with any applicable County rules and regulations, (ii) provides any additional security that may be required in County's reasonable discretion and (iii) agrees to indemnify and hold County harmless from and against all loss arising from City's use of the Pool Parking.

(e) County and City shall have joint possession and control over the two (2) security gates/arms (collectively, the "Security Gates") that allow access to the Service Road and Pool Parking. City and County agree that both Security Gates shall be equipped with interlaced padlocks to which both City and County will have necessary keys/combinations at all times. Subject to Section 2.1.3(d) above, City and County will share maintenance and repair obligations to the Security Gates equally.

(f) The right to independently operate the Facilities and hire employees, vendors and service providers. City agrees to terminate any and all contracts with existing vendors and service providers, related to the Property prior to the Commencement Date. City agrees and acknowledges that County shall have no obligation to hire any of City's employees currently working at the Facilities.

**2.1.4 Permitted Use:** Any lawful use including aquatic related services, community recreation programs and activities, educational programs and other associated uses, all of which services and activities shall be made available on an equal basis to all residents of the County. County shall insure that all employees, invitees, and all others in attendance will adhere to proper standards of public conduct. There is to be no gambling, quarreling, fighting, or indecent exposure on or near the Property.

**2.1.5 Address for Notices:**

**City:**

San Fernando City Hall  
117 Macneil Street, San Fernando, CA 91340  
Attention: Brian Saeki, City Manager  
Email: bsaeki@sfcity.org

**County:**

Chief Executive Office/Real Estate Division  
County of Los Angeles  
222 South Hill Street, Third Floor  
Los Angeles, CA 90012  
Attention: Christopher M. Montana, Director of Real Estate  
Email: cmontana@ceo.lacounty.gov

With a copy to:

Department of Parks and Recreation  
433 South Vermont Avenue  
Los Angeles, CA 90020  
Attention: Russ Guiney, Director  
Email: rguiney@parks.lacounty.gov

**2.2 Security.**

A. County will provide security for the Facilities through County's Sheriff's Park Bureau, for which ongoing funding has been allocated.

B. City's Virtual Patrol System and other City equipment (identified collectively as the "Equipment") shall remain on the Property at no cost to the City or County. Both Parties shall have open access to the Equipment during the Term of this Lease. Notwithstanding the foregoing, County shall incur no cost whatsoever with regard to the Equipment.

**2.3 Exhibits.** The following exhibits are attached hereto and incorporated herein by this reference:

Lease Exhibit "A" - Site Map

Lease Exhibit "B" - Legal Description and Depiction of Property

Lease Exhibit "C" – Inventory List

**2.4 "AS-IS" CONDITION/ASSUMPTION OF RISK:**



A. The Property is leased in as-is condition and City makes no representation or warranty of any kind regarding the character of the Property.

B. County shall inspect the Property prior to taking control thereof. County shall exercise its privileges hereunder at its own risk and its own expense, assuming full responsibility for all risks incidental to the performance of this Lease and the use of the Property and improvements thereon.

C. Subject to Section 11.3 below, City assumes no responsibility whatsoever for the safe condition, security or maintenance of the Property and the Facilities, nor for the protection of persons and property thereon, and the County shall be solely responsible for the improvements thereon, or changes in the condition of the Property or of improvements thereon caused by or arising from: (i) any activity, use or performance by County or its contractors, agents or employees under this Lease; or (ii) any activity, use or performance by County or its contractors, agents or employees on the Property.

### **ARTICLE 3**

#### **TERM**

**3.1 Commencement.** The term of this Lease shall commence on \_\_\_\_\_, 20\_\_ ("Term Commencement Date").

**3.2 Term.** The initial term of this Lease shall be that thirty-five (35) year period beginning from the Term Commencement Date and ending \_\_\_\_\_, 20\_\_ ("Term Expiration Date"), unless sooner terminated as hereinafter provided. County shall have the option to extend the term for two additional ten (10) year period(s) each (the "Term"), subject to approval of the County Board of Supervisors.

### **ARTICLE 4**

#### **RENT**

**4.1 Rent.** In lieu of any rent payments made to City, County agrees to pay off the Loan Balance (as identified in Recital "B" of this Lease) directly to CDC and to compile the necessary data and prepare an annual report to comply with City's reporting obligation under the Loan Agreement for a period of five (5) years beginning in fiscal year 2015 through and including fiscal year 2019. City acknowledges and agrees that County's obligation to compile such data and prepare an annual report shall not extend beyond such five (5) year period. City further agrees and acknowledges that no further rent shall be payable by County and that County shall not have any further obligation to assume or relieve City from any other financial or reporting obligations it may have in connection with the Property.

### **ARTICLE 5**

#### **USE**

**5.1 Compliance with Law.** County shall, at County's sole cost and expense, comply with all statutes, ordinances and regulations of all governmental entities. If any license, permit or other governmental authorization is required for the lawful use or occupancy of the Property or any portion of the Property, County shall procure and maintain it, at County's sole cost and expense, throughout the term of this Lease.

## **ARTICLE 6** **UTILITIES/TAXES**

**6.1 Utilities.** During the Term, County shall pay the expenses of all utility services supplied to the Property, including but not limited to all telephone, air conditioning, heating, electricity, gas, water and sewer units, together with any taxes thereon. The parties acknowledge that all utility services supplied to the Property are currently on a separate meter, except for gas, which County at its sole cost and expense, shall cause to be separately metered within one hundred and twenty (120) days of possession of the Property. Until gas is separately metered, County shall reimburse City for the actual cost of gas attributable to the Property.

**6.2 Taxes.** County's possession of the Property may be subject to taxation under California Revenue and Taxation Code section 107 et seq. County shall be solely responsible for and shall promptly pay, and defend and indemnify City against, all taxes and duties of any kind (including, but not limited to, sales, use and withholding taxes, and possessory interest taxes) associated with this Lease or County's use of the Property.

## **ARTICLE 7** **DISCRETIONARY PERMITS**

**7.1 Applications.** During the Term, City will, promptly upon County's request, sign and acknowledge any application to any governmental entity having jurisdiction over the Property for any discretionary permits necessary to construct Improvements, provided that City incurs no cost (other than the administrative and consulting cost necessary for review). No such signing by City will be deemed to be City's acceptance of, or commitment to satisfy, any condition in or precedent to a discretionary permit or adversely affecting City's interest in the Property.

## **ARTICLE 8** **EASEMENTS**

**8.1 Utility Easements.** Upon request, City will execute, acknowledge and deliver to County for recording, any grant of easement (i) over, upon, across or under the Property or any portion thereof, (ii) in favor of any governmental subdivision or any gas, electric, telephone or similar company and (iii) for the purpose of (a) widening any street, (b) transmitting potable water, storm water, sewage, gas, electricity, telephone or other communication or (c) providing to the Property and the persons using and

enjoying the Property such materials and services as are, from time to time customarily understood to be "utilities."

## **ARTICLE 9** **IMPROVEMENTS**

**9.1 Construction.** County shall have the right to construct improvements on the Property ("County Improvements") at County's sole cost and expense, including the expense of design, permitting and construction. County shall obtain and provide to City a certificate of substantial completion from the architect upon completion of the improvements. The County Improvements together with any existing improvements on the Property are referred to herein as the "Improvements".

**9.2 City's Approval.** All plans for County Improvement shall be subject to City's approval, which shall not be unreasonably withheld, conditioned or delayed. Plans submitted for City's approval shall include an estimated construction schedule.

**9.3 Compliance with Laws.** Any County Improvements shall be constructed and all work on the Property shall be performed in accordance with all valid laws, ordinances and regulations of all federal, state, county or local governmental agencies having jurisdiction over the Property, including but not limited to the Americans with Disabilities Act of 1990 ("**ADA**") and the regulations promulgated thereunder, as amended from time to time (collectively, the "Laws"). All work performed on the Property under this Lease shall be done in a good and workmanlike manner.

**9.4 Mechanics Liens.** County shall keep the Property and all Improvements now or hereafter located on the Property free and clear of all liens and claims of liens for labor, services, materials, supplies, or equipment performed on or furnished to the Property.

**9.5 Ownership.** Title to the County Improvements shall be vested in County during the Term. Upon expiration or earlier termination of this Lease, the County Improvements shall, without compensation to County, automatically and without any act of County or any third party become City's property.

**9.6 Surrender.** County shall surrender any County Improvements at the expiration of the Term or earlier termination of this Lease, free and clear of all liens and encumbrances, other than those, if any, consented to by City. County agrees to execute, acknowledge and deliver to City, at City's request, a quitclaim of all of the County's right, title and interest in and to the County Improvements and the Property.

## **ARTICLE 10** **MAINTENANCE, REPAIR, DAMAGE AND DESTRUCTION**

**10.1 Maintenance.** During the Term and for any extended term, County shall, at County's sole cost and expense, keep and maintain the Property in good order and

repair, and in a safe and clean condition. Upon the expiration or earlier termination of the Term, County shall surrender the Property in good order and condition to the City, ordinary wear and tear excepted. City shall have no obligation to alter, remodel, improve or repair the Property during the Term.

**10.2 Repair.** During the Term and for any extended term, County shall, at County's own cost and expense, do all of the following:

**10.2.1** Make all alterations, additions, replacements or repairs to the Property required by the Laws;

**10.2.2** Observe and comply with all the Laws; and

**10.2.3** Indemnify and hold City free and harmless from any and all liability, loss, damages, fines, penalties, claims and actions resulting from County's failure to comply with and perform the requirements of this section.

**10.3 Damage or Destruction.** In the event of damage to or destruction of all or any portion of the Property, City shall within a reasonable time commence and proceed diligently to repair, reconstruct and restore (collectively, "**restore**") the Property to substantially the same condition as it was in immediately prior to the casualty, whether or not insurance proceeds are sufficient to cover the actual cost of restoration. City shall be responsible for all insurance deductibles attributable to the Property and for all costs of restoration of the Property in excess of insurance proceeds for the Property. This Lease shall continue in full force and effect notwithstanding such damage or destruction.

## **ARTICLE 11** **INDEMNIFICATION AND INSURANCE**

**11.1 Indemnification.** County agrees to indemnify City, its officers, employees, agents and volunteers ("City's Agents") against, and to protect, defend, and save them harmless from, all demands, claims, causes of action, liabilities, losses and judgments, and all reasonable expenses incurred in investigating or resisting the same (including reasonable attorneys' fees) for death of or injury to person or damage to property arising out of (i) any occurrence in, upon or about the Property or the County Improvements during the construction of any such Improvements, (ii) County's use, occupancy, repairs and maintenance of the Property, the Improvements and all fixtures, equipment and personal property thereon, and (iii) any act or omission of County, its members, directors, officers, agents, employees, servants, contractors and invitees ("County's Agents"), relating to this Lease, except to the extent caused by the negligence or willful misconduct of City or City's Agents. County's obligation under this paragraph 11.1 shall survive the expiration or earlier termination of this Lease.

**11.2 County Insurance.** Without limiting County's indemnification of City, County shall provide and maintain or cause its contractor(s) to provide and maintain at its own expense during the Term the following programs of insurance or self-insurance:

**11.2.1 Liability Insurance.** At all times during the term of this Lease, County shall maintain, at County's expense, commercial general liability insurance, on an occurrence basis, insuring County and County's Agents against all bodily injury, property damage, personal injury and other covered loss arising out of the use, occupancy, improvement and maintenance of the Property and the Improvements. Such insurance shall have a minimum combined single limit of liability per occurrence of not less than \$2,000,000.00 and a general aggregate limit of \$4,000,000.00. City has the right from time to time to require that such insurance limits be increased to reasonably reflect increased liability costs. Such insurance shall: (i) name the City, its officers, employees, agents and volunteers as additional insureds; (ii) include a broad form contractual liability endorsement insuring County's indemnity obligations; (iii) provide that it is primary coverage and noncontributing with any insurance maintained by the City, which shall be excess insurance with respect only to losses arising out of County's negligence; and (iv) provide for severability of interests or include a cross-liability endorsement, such that an act or omission of an insured shall not reduce or avoid coverage of other insureds.

**11.2.2 All Risk Insurance.** At all times during the term of this Lease, County shall maintain, at County's expense, "all risk" insurance on all buildings, fixtures and structures located on the Property, and all personal property, trade fixtures, equipment and merchandise of County or any subtenant or licensee of County that may be occupying or using the Property or any portion thereof in an amount equal to the full replacement value thereof. The insurance shall name City as additional insured.

**11.2.3 Worker's Compensation.** At all times during the term of this Lease, County shall maintain workers' compensation insurance in accordance with state law, and employers' liability insurance with limits typical for entities similar to County.

**11.3 City Indemnification.** City agrees to indemnify County, its officers, employees, agents and volunteers, collectively County's Agents, against, and to protect, defend, and save them harmless from, all demands, claims, causes of action, liabilities, losses and judgments, and all reasonable expenses incurred in investigating or resisting the same (including reasonable attorneys' fees) for death of or injury to person or damage to property arising out of any negligence or willful misconduct of City, its members, directors, officers, agents, employees, servants, contractors and invitees, collectively City's Agents, relating to this Lease, and/or the condition of the Property before the Term Commencement Date, except to the extent caused by the active negligence or willful misconduct of County or County's Agents. City's obligation under this paragraph 11.3 shall survive the expiration or earlier termination of this Lease.

## **ARTICLE 12**

### **ASSIGNMENT AND SUBLEASING**



**12.1 Subleasing.** County shall not assign this Lease, or any interest therein, and shall not sublet the the Property or any part thereof, or any right or privilege appurtenant thereto, or suffer any person to occupy or use the said Property, or any portion thereof, without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. Consent to one assignment, subletting, occupation, or use by another person shall not be deemed to be consent to any subsequent assignment, subletting or occupation. Any assignment or subletting without such consent shall be void, and shall, at the option of the City, terminate this Lease. This Lease shall not, nor shall any interest therein, be assignable, as to the interest of the County, by operation of law, without the prior written consent of the City.

Subject to prior written approval by the City, County shall have the right to sublease all or any portion of the Property and at all times during the Term under the following conditions:

- (a) The specific use of the subleased space shall be consistent with the County's permitted uses of the Property;
- (b) The term of any sublease shall not extend beyond the Term and any extended term;
- (c) Any and all subleases shall be expressly made subject to all of the terms, covenants, and conditions of this Lease;
- (e) Unless the parties agree otherwise, any rent charged by the County for the subleasing of any portion of the Property shall be County's sole possession;
- (f) County shall provide a copy of each sublease to City immediately upon full execution.

**12.2 Licenses/Permits.** Notwithstanding Section 12.1, the County shall be entitled to issue licenses and/or permits for the temporary use of the Property by community groups, organizations, and members of the public, and to charge or waive fees for the use thereof, without the approval of the City, so long as such licensed and/or permitted uses do not conflict with the permitted use under this Lease.

## **ARTICLE 13**

### **DEFAULT AND REMEDIES**

**13.1 City's Default.** City shall not be in default of any of its obligations under this Lease unless City fails to perform such obligations within a reasonable time, but in no event less than thirty (30) days, after written notice by County to City specifying wherein City has failed to perform such obligations; provided however, that if the nature of City's default is such that more than thirty (30) days are required for its cure, City shall not be in default if City commences such cure within such thirty (30) day period

and thereafter diligently prosecutes the same to completion.

**13.2 County's Remedies.** In the event of any default by City as described in Section 13.1 above, subject to all applicable laws that may restrict remedies against a city, including, but not limited to, restrictions within the California Government Code, County's remedies under this Lease are to pursue City for specific performance and/or actual damages, resulting from City's default. County shall have no rights as a result of any default by City until County gives thirty (30) days' notice to City, specifying the nature of the default.

**13.3 County's Default.** County shall not be in default of any of its obligations under this Lease unless County fails to perform such obligations within a reasonable time, but in no event less than thirty (30) days, after written notice by City to County specifying wherein County has failed to perform such obligations; provided however, that if the nature of County's default is such that more than thirty (30) days are required for its cure, County shall not be in default if County commences such cure within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

**13.4 City's Remedies.** In the event of any default by County as described in Section 13.3 above, subject to all applicable laws that may restrict remedies against a county, including, but not limited to, restrictions within the California Government Code, City's remedies under this Lease are to pursue County for specific performance and/or actual damages, resulting from County's default. City shall have no rights as a result of any default by County until City gives thirty (30) days' notice to County, specifying the nature of the default.

## **ARTICLE 14** **HAZARDOUS MATERIALS**

**14.1 Compliance.** During the Term, County, at its sole cost, shall comply with all laws, statutes, ordinances, codes, regulations and orders relating to the receiving, handling, use, storage, transportation, discharge, release and disposal of Hazardous Material (as defined below) in or about the Property. County shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Property by County or County's Agents in a manner or for a purpose prohibited by any federal, state or local agency or authority or under any Environmental Law (as defined below),

**14.2 Notice.** County shall immediately provide City with telephonic notice, which shall promptly be confirmed by written notice, of any and all spillage, discharge, release and disposal of Hazardous Material onto or within the Property, including the soils and subsurface waters thereof, which by law must be reported to any federal, state or local agency, and any injuries or damages resulting directly or indirectly therefrom.

**14.3 Indemnification.** County agrees to indemnify City against, and to protect, defend, and save it harmless from, all demands, claims, causes of action, liabilities, losses and judgments, and all reasonable expenses incurred in investigating or resisting

the same (including reasonable attorneys' fees), which result from County's (or from County's Agents) receiving, handling, use, storage, accumulation, transportation, generation, spillage, migration, discharge, release or disposal of Hazardous Material in, upon or about the Property or the Improvements on or after the Term Commencement Date. City shall be responsible for and shall indemnify, protect, defend and hold harmless County on the same basis as above for any claims which result from City's or from City's Agents receiving, handling, use, storage, accumulation, transportation, generation, spillage, migration, discharge, release or disposal of Hazardous Material in, upon or about the Property or the Improvements any time before the Term Commencement Date and/or during the Term.

**14.4 Survive Termination.** County's and City's obligations under this Article 14 shall survive the termination of the Lease.

**14.5 Definition of Hazardous Material.** As used herein, the term "**Hazardous Material**" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance which is (i) petroleum, (ii) asbestos, (iii) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. Section 1317), (iv) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq. (42 U.S.C. Section 6903), or (v) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. (42 U.S.C. Section 9601)

"Environmental Laws" shall mean all federal, state and local laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any government authority regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Substance, or pertaining to occupational health or industrial hygiene (and only to the extent that the occupational health or industrial hygiene laws, ordinances, or regulations relate to Hazardous Substances on, under, or about the Property), occupational or environmental conditions on, under, or about the Property, as now or may at any later time be in effect, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA") [42 USCS § 9601 et seq.]; the Resource Conservation and Recovery Act of 1976 ("RCRA") [42 USCS § 6901 et seq.]; the Clean Water Act, also known as the Federal Water Pollution Control Act ("FWPCA") [33 USCS § 1251 et seq.]; the Toxic Substances Control Act ("TSCA") [15 USCS § 2601 et seq.]; the Hazardous Materials Transportation Act ("HMTA") [49 USCS § 1801 et seq.]; the Insecticide, Fungicide, Rodenticide Act [7 USCS § 136 et seq.]; the Superfund Amendments and Reauthorization Act [42 USCS § 6901 et seq.]; the Clean Air Act [42 USCS § 7401 et seq.]; the Safe Drinking Water Act [42 USCS § 300f et seq.]; the Solid Waste Disposal Act [42 USCS § 6901 et seq.]; the Surface Mining Control and Reclamation Act [30 USCS § 1201 et seq.]; the Emergency Planning and Community Right to Know Act [42 USCS § 11001 et seq.]; the Occupational Safety and Health Act [29 USCS § 655 and

657]; the California Underground Storage of Hazardous Substances Act [H & S C § 25280 et seq.]; the California Hazardous Substances Account Act [H & S C § 25300 et seq.]; the California Hazardous Waste Control Act [H & S C § 25100 et seq.]; the California Safe Drinking Water and Toxic Enforcement Act [H & S C § 24249.5 et seq.]; the Porter Cologne Water Quality Act [Wat C § 13000 et seq.] together with any amendments of or regulations promulgated under the statutes cited above and any other federal, state, or local law, statute, ordinance, or regulation now in effect or later enacted that pertains to occupational health or industrial hygiene (and only to the extent that the occupational health or industrial hygiene laws, ordinances, or regulations relate to Hazardous Substances on, under, about, near, or within the Property), or the regulation or protection of the environment, including ambient air, soil, soil vapor, groundwater, surface water, or land use.

## **ARTICLE 15**

### **OPTION TO EXTEND**

**15.1 Option.** On or before the date which is twelve (12) months before the Term Expiration Date, provided County shall not then be in default under this Lease, County, in its sole and absolute discretion, may elect to exercise its option(s) to extend this Lease for an additional term of ten (10) years for each option, by providing to City written notice of its election to exercise of the option. If County fails to exercise its option as provided for herein, this Lease shall expire upon the original Term Expiration Date. Upon exercise of the County's option, the Term Expiration Date shall be extended for the period of the additional term upon the same terms and conditions of this Lease, unless the parties mutually agree otherwise. As used herein, "Term" shall include any extension term. The County hereby delegates to the County's Chief Executive Officer or his designee, the authority to issue any notice as required in order to extend this Lease as provided above.

## **ARTICLE 16**

### **QUIET ENJOYMENT AND RIGHT OF ENTRY**

**16.1 Quiet Enjoyment.** City covenants and agrees that it will not take any action to prevent County's quiet enjoyment of the Property during the Term.

**16.2 Right of Entry.** City reserves the right for any of its duly authorized representatives to enter the Property upon provision of 24 hours prior notice to County for any reasonable actions, including but not limited to (i) inspecting the Property and (ii) posting, in such places as City may select, notices of nonresponsibility for works of construction, repair or improvement made by County. In doing so, City shall not interfere with County's enjoyment and use of the Property.

## **ARTICLE 17**

### **EMINENT DOMAIN**

**17.1 Agreement Governs.** In the event of any acquisition of all or any part of



the Property, or any interest therein by eminent domain, whether by condemnation proceeding or transfer in avoidance of an exercise of the power of eminent domain or otherwise during the Term or any extension thereof, the rights and obligations of the parties with respect to such appropriation shall be as provided in this Article 17.

**17.2 Termination of Agreement.** This Lease shall terminate if the entire Property is permanently taken under the power of eminent domain or if a material part of the Property is taken such that the operation of the Improvements cannot feasibly continue on the remaining portion of the Property. If only a part of the Property is permanently taken under the power of eminent domain and the County can reasonably continue to operate the Property as contemplated by this Lease, this Lease shall not terminate and shall remain in full force in effect with respect to the remaining portion of the Property.

**17.3 Allocation of Condemnation Award.** In the event of a permanent condemnation or taking of all or part of the Property at any point during the Term or any extension thereof, the City shall be entitled to any award which may be made in such taking or condemnation to the extent such award relates to the fee title to the Property, and County shall be entitled to any award which may be made in such taking or condemnation to the extent it relates to the County Improvements. Nothing contained in this Article 17 shall be deemed to give the City any interest in or to require County to assign to City any separate award, as designated by the condemning authority, and County shall be able to retain any separate award as, designated by the condemning authority, made to County for the taking of County's personal property, or the interruption of or damage to County's operations on the Property.

## **ARTICLE 18**

### **PROPERTY RECORDS; INSPECTION OF PROPERTY**

**18.1 Property Records.** Within thirty (30) days of the Effective Date, City shall deliver to the County copies of all books and records of City with respect to the ownership, maintenance, and operation of the Property, including any appraisals, surveys, engineering, environmental and other reports and analyses of the Property which are in City's possession.

**18.2 Property Inspections.** Before the Term Commencement Date County may, upon provision of prior notice to City, enter the Property to perform inspections, and due diligence at County's sole cost and expense, including but not limited to destructive and non-destructive soils, air, structural and environmental testing in, on and under the Property and existing Improvements. County agrees, upon completion of such activities, to restore the Property and existing Improvements to substantially the same condition as existed before conducting such activities, normal wear and tear excepted.

## **ARTICLE 19**

### **CANCELLATION**



**19.1                    Cancellation by County.** This Lease may be cancelable unilaterally by County by providing prior written notice to the City one hundred and eighty (180) days prior to cancellation. Upon cancellation, County shall convey the Improvements and all fixtures, alterations, additions and improvements thereto to City, including, without limitation, a quitclaim deed for the Improvements, assignment of all agreements, guaranties, warranties, and plans and specifications related to the County Improvements, and County shall bear all costs and expenses for such conveyance.

**19.2                    Cancellation by Agreement of the Parties.** Notwithstanding Section 19.1, the Lease may be cancelable by the mutual agreement of the parties at any time, upon terms and conditions agreed to by the parties.

## **ARTICLE 20** **GENERAL PROVISIONS**

**20.1   Waiver and Modification.** No provision of this Lease may be modified, amended or added to except by an agreement in writing.

**20.2   Applicable Law.** This Lease and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California.

**20.3   Time.** Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

**20.4   Authority to Execute Lease.** City and County each acknowledge that it has all necessary right, title and authority to enter into and perform its obligations under this Lease, that this Lease is a binding obligation of such party and has been authorized by all requisite action under the party's governing instruments, that the individuals executing this Lease on behalf of such party are duly authorized and designated to do so, and that no other signatories are required to bind such party.

**20.5   Consents.** Whenever consent or approval of either party is required, that party shall not unreasonably withhold or delay such consent or approval, except as may be expressly set forth to the contrary.

**20.6   Entire Agreement.** The terms of this Lease are intended by the parties as a final expression of their agreement with respect to the terms as are included herein, and may not be contradicted by evidence of any prior or contemporaneous agreement.

**20.7   Severability.** Any provision of this Lease which shall prove to be invalid, void, or illegal in no way affects, impairs or invalidates any other provision hereof, and such other provisions shall remain in full force and effect.

**20.8 Impartial Construction.** The language in all parts of this Lease shall be in all cases construed as a whole according to its fair meaning and not strictly for or against either the City or County.

**20.9 Successors.** Each of the covenants, conditions, and agreements herein contained shall inure to the benefit of and shall apply to and be binding upon the parties hereto and their respective administrators, successors, assigns, or any person who may come into possession of the Property, the Improvements or any part thereof. Nothing contained in this paragraph shall in any way alter the provisions regarding subleasing provided in this Lease.

**20.10 Notices.** All notices, demands and communications between City and County shall be in writing and given by personal delivery; facsimile transmission; electronic mail; registered mail, return receipt requested, with postage prepaid; Federal Express or other reliable private express delivery, addressed to County or City at the addresses shown in paragraph 2.1.5 above. Either party may, by notice to the other given pursuant to this subparagraph, specify additional or different addresses for notice purposes.


**20.11 Counterparts.** This Lease may be executed in one or more counterparts, each of which shall constitute an original.

**20.12 Nondiscrimination.** City, County and all others who from time to time may use the Property with the permission and on the terms and conditions specified by both parties shall not discriminate in any manner against any person or persons on account of race, color, sex, creed or national origin, including but not limited to the providing of goods, services, facilities, privileges, advantages, and the holding and obtaining of employment.

**[Signatures on following page]**

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first above written.

**CITY OF SAN FERNANDO**

By:  For Sylvia Ballin  
Sylvia Ballin, Mayor


**COUNTY OF LOS ANGELES**, a body corporate and politic,

By:   
Chairman, Board of Supervisors



ATTEST:

SACHI A. HAMAI,  
Executive Officer of the Board of Supervisors

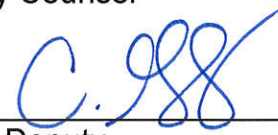
By:   
Deputy

**ADOPTED**  
BOARD OF SUPERVISORS

# 18 OCT 28 2014

APPROVED AS TO FORM:

MARK J. SALADINO  
County Counsel

By:   
Deputy

  
SACHI A. HAMAI  
EXECUTIVE OFFICER

**EXHIBIT A**

**SITE MAP**



EXHIBIT A  
SAN FERNANDO REGIONAL POOL FACILITY  
SITE MAP  
2.81 ACRES





**EXHIBIT B**

**LEGAL DESCRIPTION AND DEPICTION OF PROPERTY**

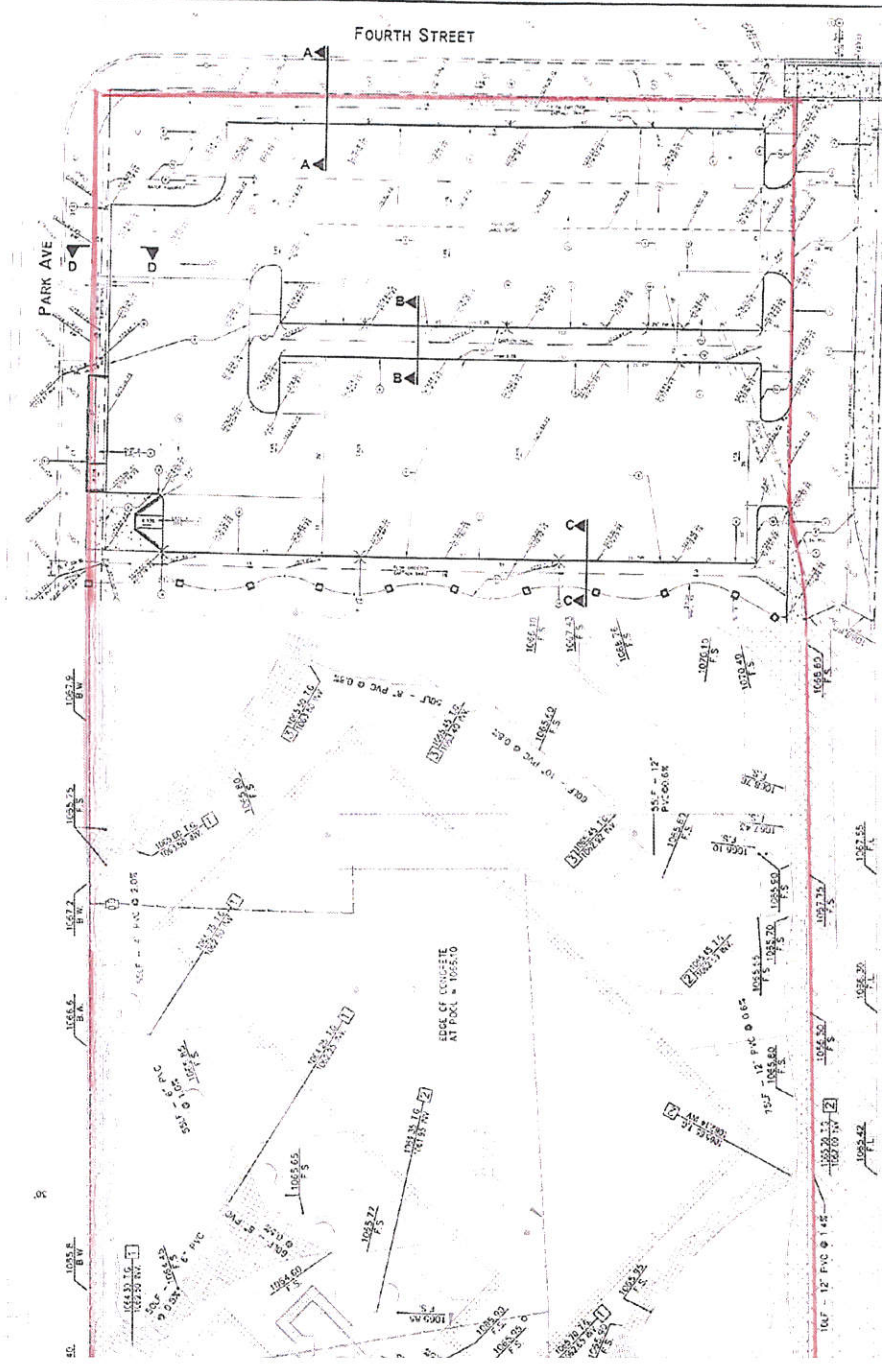
## EXHIBIT "B"

### LEGAL DESCRIPTION

A 2.81 ACRE PORTION OF ASSESSOR'S PARCEL NUMBER: 2519-026-903

A PORTION OF BLOCK 230 OF MACLAY RANCHO PER MAP RECORDED IN BOOK 37, PAGES 5 TO 16 INCLUSIVE OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED MORE PARTICULARLY AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF PARK AVENUE (35 FOOT HALF STREET) WITH THE SOUTHWESTERLY LINE OF FOURTH STREET (60 FEET WIDE, 30 FOOT HALF STREET) AS SHOWN ON RECORD OF SURVEY RECORDED IN BOOK 246 PAGE 96 OF RECORD OF SURVEYS; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE OF PARK AVENUE, S48°52'33"W, 567.94 FEET; THENCE LEAVING SAID SOUTHEASTERLY LINE, S40°51'04"E, 83.82 FEET; THENCE S86°10'08"E, 8.73 FEET; THENCE S41°00'38"E, 116.88 FEET; THENCE N48°59'22"E, 3.22 FEET; THENCE S86°12'50"E, 7.11 FEET; THENCE N48°54'56"E, 73.06 FEET; THENCE S72°33'31"E, 9.13 FEET; THENCE N48°56'38"E, 304.62 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 100.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°45'30" AN ARC DISTANCE OF 22.27 FEET; THENCE N36°11'08"E, 12.09 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 100.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°42'52" AN ARC DISTANCE OF 22.19 FEET; THENCE N48°54'00"E 115.59 FEET TO THE SAID SOUTHWEST LINE OF FOURTH STREET; THENCE NORTHWESTERLY ALONG SAID LINE N41°04'02"W, 212.60 FEET TO THE POINT OF BEGINNING.



USE WHEN IN CON. FOR DRAIN. APPLICATION

100% FOR DRAIN. APPLICATION



PLAN PREPARED UNDER 1

**EXHIBIT C**  
**INVENTORY LIST**

**EXHIBIT "C"**

Regional Pool Inventory		
Location/Type	Item	Quantity
Indoor Rental Equipment		
Indoor Rental Equipment	Banquet Chairs	189
Indoor Rental Equipment	Round Tables	19
Indoor Rental Equipment	2x6 Tables	4
Indoor Rental Equipment	3x6 Tables	18
Indoor Rental Equipment	3x8 Tables	13
Location/Type	Item	Quantity
Misc. Maintenance Items	Italian Tile	68 Boxes
Misc. Maintenance Items	Metal Lamp Housing	5
Misc. Maintenance Items	Stucco Roofing Panels	3 boxes
Misc. Maintenance Items		
Misc. Maintenance Items	<b>Pool Equipment</b>	
Misc. Maintenance Items	Lane Line Reel	7
Misc. Maintenance Items	Tarp Reels	5
Misc. Maintenance Items	Pool Tarp	24
Misc. Maintenance Items	Deck Chairs	31
Misc. Maintenance Items	Back Stroke Poles	14
Misc. Maintenance Items	Lifeguard Towers	6
Misc. Maintenance Items	Waterpolo Pool Net	1
Misc. Maintenance Items	Vac Hoses	2
Misc. Maintenance Items	Aqua Aerobics Equipment	1 Full Class Set
Misc. Maintenance Items	Turn Masters	2
Location/Type	Item	Quantity
Water Polo/ Swim Equipment	Water Polo Shot Clocks	4
Water Polo/ Swim Equipment	Water Polo Horn	1
Water Polo/ Swim Equipment	Colorado Timing System	1
Water Polo/ Swim Equipment	Misc Timing System Cables	1 Box
Water Polo/ Swim Equipment	Touch Pads	8
Water Polo/ Swim Equipment	Water Polo Cages	8
Location/Type	Item	Quantity
Safety Equipment	Oxygen Cylinders	4
Safety Equipment	Sheppards Crook	1
Safety Equipment	Life Rings	2
Safety Equipment	Rescue Tubes	6





## APPLICATION FOR USE OF FACILITIES

Name of Applicant: \_\_\_\_\_ DOB: \_\_\_\_\_  
Other Responsible Party: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Name of Organization: \_\_\_\_\_  
Organization Type: \_\_\_\_\_ City \_\_\_\_\_ Commercial \_\_\_\_\_ Government \_\_\_\_\_ Youth \_\_\_\_\_ Adult  
\_\_\_\_\_ Resident \_\_\_\_\_ Non-Resident \_\_\_\_\_ Non-Profit # \_\_\_\_\_

Type of Event: \_\_\_\_\_ Total Guest Attending: \_\_\_\_\_  
Day: \_\_\_\_\_ Date: \_\_\_\_\_ Hours: \_\_\_\_\_ to \_\_\_\_\_

Will there be any political campaigning? \_\_\_\_\_ Yes \_\_\_\_\_ No  
If yes, please describe: \_\_\_\_\_  
Is there a charge of any kind (dues, fees, rentals, donations, etc.)? \_\_\_\_\_ Yes \_\_\_\_\_ No  
If yes, please check one: \_\_\_\_\_ Donation \_\_\_\_\_ Admission Charge \_\_\_\_\_ Other: \_\_\_\_\_  
Please describe: \_\_\_\_\_

Park Location: \_\_\_\_\_ Recreation \_\_\_\_\_ Las Palmas \_\_\_\_\_ Heritage \_\_\_\_\_ Pioneer \_\_\_\_\_ Layne \_\_\_\_\_ Moonbounce  
Facility: \_\_\_\_\_ Multipurpose \_\_\_\_\_ Banquet \_\_\_\_\_ Gym \_\_\_\_\_ Tea House \_\_\_\_\_ Other: \_\_\_\_\_

Number of Items: \_\_\_\_\_ Chairs \_\_\_\_\_ Round Tables \_\_\_\_\_ 6-8 Ft. tables \_\_\_\_\_ Diagram attached  
Other Instructions: \_\_\_\_\_

*I, the undersigned, understand the rules and regulations stated on the back of this form, and will insure that the group complies with them.*

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Other Responsible Party: \_\_\_\_\_ Date: \_\_\_\_\_

*Please initial on each line to show that you have read and understand each statement.*

1. \_\_\_\_/\_\_\_\_ This is only an application. No application will be received in advance of six months prior to the date requested. Permits are on a first come first serve basis. The person requesting any public facility certifies that all information herein is complete and factual to the best of his/her knowledge and belief. There is a \$5 application fee, a \$150 refundable security deposit and 20% of total payment due at time of payment. Security deposits must be picked up two weeks after event date.
2. \_\_\_\_/\_\_\_\_ I understand that any fees charged **MUST BE PAID IN FULL 2 WEEKS (10 business days) PRIOR** to the requested date of use. All payments must be made at the San Fernando Recreation and Community Services Department office during business hours: Monday to Friday 9:00am to 5:00pm. The office is closed Saturday and Sunday.
3. \_\_\_\_/\_\_\_\_ I and/or we understand and hereby agree that I and/or we shall be personally and financially responsible for all destruction of, damage to, or unnecessary abuse of City buildings, grounds or equipment in any way arising out of the use of occupancy thereof by me (the agent) or by our organization.
4. \_\_\_\_/\_\_\_\_ The undersigned further states that, to the best of his/her knowledge, the City property, for use of which application is hereby made, will not be used for the commission of any act intended to further any program or movement the purpose of which is to accomplish the overthrow of the Government of the United States by force, violence or other unlawful means.
5. \_\_\_\_/\_\_\_\_ The use and/or advertising of drugs, alcohol or tobacco products are **NOT ALLOWED AT ANY TIME** on or in City facilities. **NO SMOKING** is allowed on or in City facilities. Betting and/or other forms of gambling is **NOT ALLOWED**.
6. \_\_\_\_/\_\_\_\_ Responsible adults (21 years or older) must be present **AT ALL TIMES** when a group of minors are using the facilities.
7. \_\_\_\_/\_\_\_\_ There will be no added chairs and/or tables than the said number (#) on the contract. All final changes to the contract **MUST BE MADE 2 WEEKS (10 business days) PRIOR** to the requested date of use. Supplies or equipment such as tables, chairs, dishes, silverware, cooking utensils, etc. shall not be removed from the facility to which assigned.
8. \_\_\_\_/\_\_\_\_ Arrival of set party shall not be earlier or later than set time on contract. Departure of set party shall not exceed set time on contract. Set-up/Clean-up time **MUST** be accounted for in the set time of the Contract. A penalty charge will be assessed if departure is later than set time.
9. \_\_\_\_/\_\_\_\_ Persons in attendance shall restrict their activities to those facilities, or portions thereof, their application entitles them. Failure to comply may result in the termination of the event.
10. \_\_\_\_/\_\_\_\_ There will be no storage provided. Items/articles **CAN NOT BE LEFT PRIOR** to the event nor **AFTER** the event (ex. food, decorations, etc...). The City of San Fernando is not responsible for any personal items/articles lost, stolen, or misplaced.
11. \_\_\_\_/\_\_\_\_ I understand, that no cooking is allowed inside nor outside the facility. Use of any propane or charcoal burning grills, as well as taqueros is not allowed. All food must be prepared off site. Use of chaffing dishes is allowed to keep food items warm.
12. \_\_\_\_/\_\_\_\_ Mylar balloons are not acceptable to use as decorations. No materials will be attached to Ceilings, doors or curtains. All regular balloons must be taken down during clean-up of event. Failure to comply will result in forfeiture of security deposit.
13. \_\_\_\_/\_\_\_\_ Upon conclusion of the event, the agent and/or the organization must leave the facilities in the same condition as found. **CLEANING OF THE FACILITIES IS REQUIRED AND MUST BE INCLUDED IN THE SET CONTRACT TIME**. This includes sweeping and mopping of the facilities. Such condition to be determined by an authorized representative. Failure to comply will result in forfeiture of security deposit and may result in a penalty fee if time exceeds contract time.
14. \_\_\_\_/\_\_\_\_ Staff has the authority to stop the event if rules are not followed as agreed on set contract.
15. \_\_\_\_/\_\_\_\_ Prior to the approval of the application, all promotional materials intended to be used must be approved by the Department. Exceptions to any of the terms and conditions of this policy must have the approval of the Director of Recreation and Community Services.

*I have read, understood and hereby agree to all items and conditions listed above.*

---

Signature of Applicant

---

Signature of Other Responsible Party

---

Date



## SOLICITUD DE USO DE SERVICIOS

Nombre del solicitante: \_\_\_\_\_ Fecha de nacimiento: \_\_\_\_\_

Otra persona responsable: \_\_\_\_\_

Dirección: \_\_\_\_\_ Ciudad: \_\_\_\_\_ Código Postal: \_\_\_\_\_

Teléfono: \_\_\_\_\_ Correo Electrónico: \_\_\_\_\_

Nombre de la organización: \_\_\_\_\_

Tipo de organización: ☐ Ciudad ☐ Comercial ☐ Gobierno ☐ Juventud ☐ Adulto

☐ Residente ☐ No Residente ☐ sin fines de lucro # \_\_\_\_\_

Tipo de evento: \_\_\_\_\_ Total de invitados que asisten: \_\_\_\_\_

Día: \_\_\_\_\_ Fecha: \_\_\_\_\_ Hora: \_\_\_\_\_ a \_\_\_\_\_

¿Habrá alguna campaña política? ☐ Si ☐ No

En caso afirmativo, describa: \_\_\_\_\_

¿Hay algún cargo de cualquier tipo (Tarifas, cuotas, alquileres, donaciones, etc.)? Si ☐ No ☐

En caso afirmativo, marque uno: ☐ Donación: ☐ Cargo de admisión: ☐ Otro: \_\_\_\_\_

Por favor de describir: \_\_\_\_\_

Ubicación del parque: ☐ Recreation ☐ Las Palmas ☐ Heritage ☐ Pioneer ☐ Layne ☐ Moonbounce

Facilidad: ☐ Multiuso ☐ Banquete ☐ Gimnasio ☐ Casa de té ☐ Otro: \_\_\_\_\_

Número de artículos: ☐ Sillas ☐ Mesas redondas ☐ Mesas de 6-8 pies ☐ Diagrama adjunto

Otras instrucciones: \_\_\_\_\_

*Yo, el abajo firmante, entiendo las reglas y regulaciones establecidas en el reverso de este formulario, y me aseguraré de que el grupo las cumpla.*

Firma del solicitante: \_\_\_\_\_ Fecha: \_\_\_\_\_

Firma de otra persona responsable: \_\_\_\_\_ Fecha: \_\_\_\_\_

*Por favor, ponga una inicial en cada línea para demostrar que ha leído y entendido cada declaración.*

1. \_\_\_\_/\_\_\_\_ Esto es sólo una aplicación. No se recibirá ninguna solicitud con una antelación de seis meses a la fecha solicitada. Los permisos se asignan por orden de llegada. La persona que solicita cualquier instalación pública certifica que toda la información aquí contenida es completa y factual. Hay una tarifa de solicitud de \$15, un depósito de seguridad reembolsable de \$150 y el 20% del pago total debido en el momento del pago. Los depósitos de seguridad se enviarán por correo 30 días después de la fecha del evento.
2. \_\_\_\_/\_\_\_\_ Entiendo que cualquier tarifa cobrada DEBE PAGARSE EN SU TOTALIDAD 2 SEMANAS (10 días hábiles) ANTES de la fecha del evento. Todos los pagos deben hacerse en la Comunidad y Recreación de San Fernando Oficina del Departamento de Servicios entre el horario: Lunes a Viernes de 9:00 a.m. a 5:00 p.m. La oficina está cerrada sábados y domingos.
3. \_\_\_\_/\_\_\_\_ Yo y/o nosotros entendemos y por la presente aceptamos que yo y/o nosotros seremos personal y financieramente responsables de toda destrucción, daño o abuso innecesario de edificios, terrenos o equipos de la Ciudad de cualquier manera que surja.
4. \_\_\_\_/\_\_\_\_ El abajo firmante declara además que, a su leal saber y entender, la propiedad de la Ciudad, para cuyo uso se realiza la solicitud, no se utilizará para la comisión de ningún acto destinado a promover ningún programa o movimiento cuyo propósito sea lograr el derrocamiento del Gobierno de los Estados Unidos por la fuerza, violencia u otros medios ilegales.
5. \_\_\_\_/\_\_\_\_ El uso y/o publicidad de drogas, alcohol o productos de tabaco NO ESTÁN PERMITIDOS EN NINGÚN MOMENTO en las instalaciones de la Ciudad. NO se permite fumar en las instalaciones de la Ciudad. Las apuestas y/o otras formas de juego NO ESTÁN PERMITIDAS.
6. \_\_\_\_/\_\_\_\_ Los adultos responsables (21 años o más) deben estar presentes EN TODO MOMENTO cuando un grupo de menores esté utilizando las instalaciones.
7. \_\_\_\_/\_\_\_\_ No habrá sillas y /o mesas adicionales que dicho número (#) en el contrato. Todos los cambios finales al contrato DEBEN HACERSE 2 SEMANAS (10 días hábiles) ANTES de la fecha de uso solicitada. Los suministros o equipos tales como mesas, sillas, platos, cubiertos, utensilios de cocina, etc. no se retirarán de la instalación a la que se asignó.
8. \_\_\_\_/\_\_\_\_ La llegada de la parte fijada no será anterior ni posterior a la hora fijada en el contrato. La salida de la parte establecida no excederá el tiempo establecido en el contrato. El tiempo de configuración/limpieza DEBE contabilizarse en el tiempo establecido por el contrato Se cobrará un cargo de penalización si la salida es más tarde de la hora establecida.
9. \_\_\_\_/\_\_\_\_ Las personas que asistan restringirán sus actividades a esas instalaciones, o partes de ellas, a las que su solicitud les dé derecho. El incumplimiento puede resultar en la terminación del evento.
10. \_\_\_\_/\_\_\_\_ No se proporcionará almacenamiento. Los artículos/artículos NO SE PUEDEN DEJAR ANTES del evento ni DESPUÉS del evento (por ejemplo, comida, decoraciones, etc.). La Ciudad de San Fernando no es responsable de ningún artículo personal perdido, robado o extraviado.
11. \_\_\_\_/\_\_\_\_ Entiendo que no se permite cocinar dentro ni fuera de las instalaciones. No se permite el uso de parrillas de propano o carbón, así como taqueros. Toda la comida debe prepararse fuera del sitio. Se permite el uso de platos de rozaduras para mantener los alimentos calientes.
12. \_\_\_\_/\_\_\_\_ Los globos de Mylar no son aceptables para usar como decoración. No se adjuntarán materiales a techos, puertas o cortinas.. Todos los globos regulares deben ser retirados durante la limpieza del evento. El incumplimiento dará lugar a la pérdida del depósito de seguridad.
13. \_\_\_\_/\_\_\_\_ Al concluir el evento, el agente y/o la organización deben abandonar las instalaciones en las mismas condiciones en que se encontraron. SE REQUIERE LIMPIEZA DE LAS INSTALACIONES Y DEBE INCLUIRSE EN EL CONJUNTO TIEMPO DE CONTRATO. Esto incluye barrer y trapear las instalaciones. Dicha condición será determinada por un representante autorizado. El incumplimiento resultará en la pérdida del depósito de seguridad y puede resultar en una multa si el tiempo excede el tiempo del contrato.
14. \_\_\_\_/\_\_\_\_ El personal tiene la autoridad para detener el evento si no siguen las reglas en el contrato.
15. \_\_\_\_/\_\_\_\_ Antes de la aprobación de la solicitud, todos los materiales promocionales destinados a ser utilizados deben ser aprobados por el Departamento. Las excepciones a cualquiera de los términos y condiciones deben contar con la aprobación del Director de Recreación y Servicios Comunitarios.

*He leído, entendido y acepto todos los elementos y condiciones enumerados anteriormente*

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Firma del solicitante

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Firma de otra parte responsable

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Fecha

## FEE SCHEDULE

NUMBER OF TOTAL GUEST	RESIDENT* TOTAL	NON-RESIDENT TOTAL
1-49	\$50/hour	\$60/hour
50-99	\$72/hour	\$88/hour
100-149	\$99/hour	\$109/hour

## GENERAL RULES FOR FACILITY USE

1	City of San Fernando RESIDENTS* must provide proof of residency in form of a current utility bill. ID's are generally not accepted as proof of residency. <b>Day of Reservation =20% of total payment is required</b>
2	No application will be received in advance of six months prior to the date requested. Permits are on a first come first serve basis. <b>There is a \$5 application fee and a \$150 refundable security deposit due at time of payment.</b> Security deposits can be mailed out <b>30 days after event date.</b>
3	Any fees charged must be paid in full 2 weeks (10 business days) prior to the requested date of use. All payments must be made at the San Fernando Recreation and Community Services Department office during business hours.
4	Agent is personally and financially responsible for all destruction of, damage to, or unnecessary abuse of City buildings, grounds or equipment in any way arising out of the use of occupancy.
5	City property will not be used for the commission of any act intended to further any program or movement the purpose of which is to accomplish the overthrow of the Government of the United States by force, violence or other unlawful means.
6	The <b>use and/or advertising of drugs, alcohol or tobacco products are not allowed at any time on or in City facilities.</b> No smoking is allowed on or in City facilities. Betting and/or other forms of gambling is not allowed.
7	Responsible adults (21 years or older) must be present at all times when a group of minors are using the facilities.
8	There will be no added chairs and/or tables than the said number (#) on the contract. All final changes to the contract must be made 2 weeks (10 business days) prior to the requested date of use. Supplies or equipment such as tables, chairs, dishes, silverware, cooking utensils, etc. Shall not be removed from the facility to which assigned.
9	Arrival of set party shall not be earlier or later than set time on contract. Departure of set party shall not exceed set time on contract. <b>Set-up/Clean-up time must be accounted for in the set time of the contract.</b> A penalty charge will be assessed if departure is later than set time.
10	Persons in attendance shall restrict their activities to those facilities, or portions thereof, their application entitles them. Failure to comply may result in the termination of the event.
11	There will be no storage provided. Items/articles cannot be left prior to the event nor after the event (ex. Food, decorations, etc...). The City of San Fernando is not responsible for any personal items/articles lost, stolen, or misplaced.
12	<b>No cooking is allowed inside nor outside the facility.</b> Use of any propane or charcoal burning grills, as well as <b>"taqueros" is not allowed.</b> All food must be prepared off site. <b>Use of chaffing dishes is allowed to keep food items warm.</b>
13	Mylar balloons are not acceptable to use as decorations. No materials will be attached to ceilings, doors or curtains. All regular balloons must be taken down during clean-up of event. Failure to comply will result in forfeiture of security deposit.
14	<b>Upon conclusion of the event, the agent and/or the organization must leave the facilities in the same condition as found.</b> <b>Cleaning</b> of the facilities is required and must be included in the set contract time. This <b>includes sweeping and mopping</b> of the facilities. Such condition to be determined by an authorized representative. Failure to comply will result in forfeiture of security deposit and may result in a penalty fee if time exceeds contract time.
15	Staff has the authority to stop the event if rules are not followed as agreed on set contract.
16	Prior to the approval of the application, all promotional materials intended to be used must be approved by the Department. Exceptions to any of the terms and conditions of this policy must have the approval of the Director of Recreation and Community Services.
17	Las Palmas Park Rental start and end times: Saturdays from 1:30 PM to Midnight/ Sundays from 2:00PM to 9:00PM Recreation Park Rental start and end times: Saturdays from 10:00 AM to Midnight/ Sundays from 2:30PM to 9:00PM

### For more information, contact the San Fernando Recreation Park Front Office

<b>Address:</b>	208 Park Avenue San Fernando, CA 91340	<b>Office Hours:</b>	Monday to Friday:	9:00 a.m. – 5:00 p.m.
<b>Phone:</b>	(818) 898-1290		Saturday to Sunday:	Closed
<b>Fax:</b>	(818) 898-2155		Holidays	Call for Hours



## TARIFAS

NÚMERO TOTAL DE HUÉSPEDES	RESIDENTES*	NO RESIDENTES*
1-49	\$50/ hora	\$60/ hora
50-99	\$72/ hora	\$88/ hora
100-149	\$99/ hora	\$109/ hora

## REGLAS GENERALES PARA EL USO DE LAS INSTALACIONES

1	RESIDENTES de la ciudad de San Fernando* deben proporcionar prueba de residencia en forma de una factura actual de servicios públicos. ID's no se aceptan como prueba de residencia. <b>Día de la reserva se requiere el 20% del pago total</b>
2	No se recibirá ninguna solicitud con una antelación de seis meses a la fecha solicitada. Los permisos son por orden de llegada. <b>Hay una tarifa de solicitud de \$5 y un depósito de garantía reembolsable de \$150 al momento del pago.</b> Los depósitos de seguridad se pueden enviar por correo <b>30 días después de la fecha del evento.</b>
3	Cualquier tarifa cobrada debe pagarse en su totalidad 2 semanas (10 días hábiles) antes de la fecha de uso solicitada. Todos los pagos deben hacerse en la oficina del Departamento de Recreación y Servicios Comunitarios de San Fernando.
4	El agente es personal y financieramente responsable de toda destrucción, daño o abuso innecesario de los edificios, terrenos o equipos de la Ciudad que surjan del uso de la ocupación.
5	La propiedad de la ciudad no se utilizará para la comisión de ningún acto destinado a promover cualquier programa o movimiento que derroca el Gobierno de los Estados Unidos por la fuerza, la violencia o otros medios ilegales.
6	El uso y/o la publicidad de drogas, alcohol o productos de tabaco <b>no están permitidos en ningún momento en las instalaciones de la Ciudad.</b> No se permite fumar en o dentro o apestas y/o otras formas de juego de las instalaciones de la Ciudad. No se permiten apuestas y/o otras formas de juego.
7	Los adultos responsables (mayores de 21 años) deben estar presentes en todo momento cuando hay gente menor de edad.
8	No se agregarán sillas y/o mesas a dicho número (#) en el contrato. Todos los cambios finales al contrato deben realizarse 2 semanas (10 días hábiles) antes de la fecha de uso solicitada. Los suministros o equipos tales como mesas, sillas, platos, cubiertos, utensilios de cocina, etc. no podrán ser retirados de la instalación a la que están asignados.
9	La llegada del grupo establecido no podrá ser anterior o posterior a la hora establecida en el contrato. La salida de la fiesta establecida no deberá exceder el tiempo establecido en el contrato. <b>El tiempo de instalación/limpieza debe contabilizarse en el tiempo establecido en el contrato.</b> Se aplicará un cargo de penalización si la salida es posterior a la hora establecida.
10	Las personas que asistan deberán restringir sus actividades a aquellas instalaciones, o partes de las mismas, a las que su solicitud les da derecho. El incumplimiento puede resultar en la terminación del evento.
11	No se proporcionará almacenamiento. Los artículos/artículos no se pueden dejar antes del evento ni después del evento (por ejemplo, comida, decoraciones, etc.). La Ciudad de San Fernando no se hace responsable por ningún artículo/artículo personal perdido, robado o extraviado.
12	<b>No se permite cocinar dentro ni fuera de las instalaciones.</b> No se permite el uso de parrillas de propano o carbón, así como <b>taqueros.</b> Toda la comida debe prepararse fuera del sitio. <b>Se permite el uso de platos calientes para las comida.</b>
13	Los globos de mylar no son aceptables. No se adjuntaran materiales a techos, puertas o cortinas y los globos regulares deben retirarse durante la limpieza del evento. El incumplimiento dará lugar a la pérdida del depósito de seguridad.
14	<b>Al finalizar el evento, el agente y/o la organización deberán dejar las instalaciones en el mismo estado en que se encuentran.</b> La limpieza de las instalaciones es obligatoria y debe estar incluida en el tiempo de contratación establecido. Esto <b>incluye barrer y trapear</b> de las instalaciones. Tal condición será determinada por un representante autorizado. El incumplimiento resultará en la pérdida del depósito de seguridad y puede resultar en una multa si el tiempo excede el tiempo del contrato.
15	El personal tiene la autoridad para detener el evento si no se siguen las reglas según lo acordado en el contrato establecido.
16	Antes de la aprobación de la solicitud, todos los materiales promocionales que se pretendan utilizar deben ser aprobados por el Departamento. Las excepciones a cualquiera de los términos y condiciones de esta política deben contar con la aprobación del Director de Recreación y Servicios Comunitarios.
17	Parque Las Palmas: Horario de inicio y finalización: Sábados de 1:30AM a Medianoche/Domingo de 2:00PM a 9:00PM Parque de Recreativo: Horario de inicio y finalización: Sábados de 10:00AM a Medianoche/Domingo de 2:30PM a 9:00PM

### Para obtener más información, comuníquese con la Oficina de Parques y Recreación de San Fernando.

DIRECCIÓN:	208 Park Avenue San Fernando, CA 91340	Horas de oficina:	Lunes a viernes:	9:00 a.m. – 5:00 p.m.
Teléfono:	(818) 898-1290		Sábado y Domingo:	Cerrado
Fax:	(818) 898-2155		Días Festivos	Llama para el Horario

## SPECIAL EVENT FEE WAIVER REQUEST

*Funds in the amount of \$20,000 are included in the City Annual Budget with resources derived from the General Fund.  
Pursuant to City policy, the maximum fee waiver awarded to any one event applicant will be \$5,000.*

### APPLICANT SUBMISSION GUIDELINES

Special Event Fee Waiver Applications are submitted in accordance with established submission requirements included in this document.

### FUNDING GUIDELINES/PROGRAM PREFERENCES

To be eligible for fee waiver consideration, the applicant for the Special Event Permit must be a non-profit agency with tax-exempt status, an organization with a tax exempt fiscal receiver, or a community based youth program. Criteria for Community Youth Program are as follows:

1. Established organization for at least one year
2. Youth participants only (18 years or younger)
3. Ability to comply with contract requirements
4. Project benefits and serves San Fernando residents.

To be considered, the Special Event must be held within the Fiscal Year Award Period:

Fiscal Year \_\_\_\_\_ (July 1, \_\_\_\_\_ – June 30, \_\_\_\_\_)

Any Special Event Applicant failing to enter into a contractual agreement within 45 days of the initial award date will forfeit the award. All forfeited funds will be placed on the next available City Council Agenda for re-allocation by City Council, or the Councilmember who originally allocated the funds, if applicable.

### ELIGIBILITY

The Recreation and Community Services Department Staff will administer Special Event Fee Waiver Applications to determine if the Event meets minimum eligibility standards prior to submittal to City Council for review.

The City of San Fernando seeks to partner with Special Events that promote cultural and/or economic development and provide a measurable benefit to the City's businesses and/or residents. Applicants must demonstrate in their application, preferably through quantifiable and measurable data, that they will be serving San Fernando businesses and/or residents through their event. Political campaigns and fund raising events are **ineligible** for funding consideration.

Applicants granted a fee waiver will be required to submit a report within thirty (30) days of the completion of the event. The report shall include information and data supporting the promotion of cultural and/or economic benefits to the City's businesses and residents. Such information may include, but is not limited to, total number of attendees, number and type of event vendors (e.g. food, informational, for-profit business, non-profit organization, etc.), description of entertainment, event specific profit-loss statement, statements of support from local businesses and/or residents that attended and/or participated in the event, etc.

### SPECIAL EVENT WAIVER APPLICATION

Each Applicant interested in consideration for a fee waiver must first submit a Special Event Application. For fee waiver consideration, it is required to submit the additional information together with the estimated costs provided by City Staff for their proposal:

1. Completed Proposal Cover Page (provided)
2. Project Description
  - A. A complete Project Description, no more than one page with a Statement of Needs, Mission Statement/Organizational Purpose, Community Benefit, and Project Objectives (attach)
  - B. A Line-item Budget and/or Business Plan detailing proposed City resources and any other funding resources (attach)
3. Proof of Insurance sufficient to meet the City contractual requirements.

### FOR MORE INFORMATION

Questions regarding the submission process or assistance in completing this application shall be submitted to:

Recreation & Community Services Department | 208 Park Avenue, San Fernando, CA 91340 | (818) 898-1290  
Attention: Virginia Diediker, Cultural Arts Supervisor | [VDiediker@sfcity.org](mailto:VDiediker@sfcity.org)

**APPLICANT INFORMATION**

ORGANIZATION NAME

EVENT ORGANIZER NAME

MAILING ADDRESS

PRIMARY PHONE NUMBER

FAX NUMBER

EMAIL ADDRESS

FEDERAL TAX IDENTIFICATION NUMBER

NON-PROFIT NUMBER

**EVENT INFORMATION**

EVENT NAME/TITLE

TOTAL FEE WAIVER REQUESTED

\$

REQUEST USE OF CITY SEAL

☐ Yes

☐ No

**ACKNOWLEDGEMENT**

I hereby certify that I am authorized to submit the attached proposal on behalf of the above listed organization, for funding consideration. I further certify that this organization is a non-profit organization under the Internal Revenue code or meets the general requirement as described in this document. I attest that the information contained on this page and in this proposal is true and correct to the best of my knowledge

SIGNATURE

DATE

PRINT NAME

TITLE

**OFFICE USE ONLY – DO NOT WRITE BELOW THIS LINE**

RECEIVED BY

DATE

REVIEWED BY

DATE

TOTAL FEE WAIVER REQUEST

\$

APPROVED

☐ YES ☐ NO

DATE

TOTAL FEE WAIVER APPROVED

\$



## AGENDA REPORT

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**To:** Chair Robert Gonzales, and Commissioners

**From:** Julian J. Venegas, Director of Recreation and Community Services  
By: Maribel Perez, Recreation and Community Services Supervisor  
Juan Salas, Recreation and Community Services Supervisor

**Date:** June 8, 2023

**Subject:** Department Programming, Services, Activity, and Business Updates

### **RECOMMENDATION:**

It is recommended that the Parks, Wellness, and Recreation Commission:

- a. Receive and file a report updating the programs, services, activities, and business conducted by the Recreation and Community Services Department; and
- b. Provide staff guidance or recommendations, as appropriate.

### **BACKGROUND:**

1. The mission of the Recreation and Community Services Department (RCS) is to develop and implement enriching community, cultural, and recreational opportunities that foster the overall well-being and personal development of our community.
2. The RCS Department conducts a wide array of programs, services, activities, and business throughout the year. Staff provides a monthly update on items discussed at the Parks, Wellness, and Recreation Commission (PWRC) meetings and welcomes any guidance or recommendations regarding the items presented.

### **DEPARTMENT UPDATES:**

#### Department's Response to Covid-19

The Department's involvement and response update to Covid-19 is as follows:

- The Department continues to collaborate with the Los Angeles Department of Public Health to host pop up clinics when needed.

- The Los Angeles Regional Food Bank continues to provide free food kits containing nutritious items such as meats, canned fruits and vegetables, cereals, and grains. The last distribution was held on Monday, June 5, 2023, at Las Palmas Park. The program serves seniors aged 60 and over. The program serves an average of 150 seniors monthly. For more information on food assistance programs please contact Las Palmas Park at 818-898-7340. The next food distribution is scheduled for Monday, July 3, 2023.

### **Programs and Services**

The RCS Department provides a variety of programming and services for the San Fernando community. All Los Angeles County Department of Public Health protocols and Best Practices guidelines for operating recreational facilities are strictly adhered to. Safety is the top priority for RCS staff when conducting activities for the community. All program participants and park visitors are made aware of safety guidelines being implemented to ensure patrons feel safe while participating in the Department's programs.

### **Las Palmas Revitalization Project**

On May 31<sup>st</sup>, the department, in collaboration with Pacoima Beautiful, hosted the last community engagement meeting at Las Palmas Park for the revitalization project. RJM the Design Company presented a grant conceptual design and explained the community engagement effort conducted by Pacoima Beautiful. The ideas and suggestion the community provided for the project were presented on display boards which the community members had the opportunity to vote on what they would like to see in the renovations to the park.

RJM will take the voting results and design the renovation based on the feedback of that meeting. The communities's conception design for the Las Palmas Revitalization Project is expected to be presented to the City Council on July 17, 2023. Upon approval, RJM will design the renovations and produce construction documents no latered than Feburary 2024.

## **SENIOR SERVICES**

### **Las Palmas Senior Club Mother's Day Dinner-Dance**

The Senior Club hosted the annual Mother's Day Dinner-Dance on May 13<sup>th</sup> at Las Palmas Park. Over 300 seniors enjoyed a faboulous event, dinner was provided by A&M Catering and the sounds of Penumbra kept the crowd dancing all through the night. The evening included the coronation of club member Mandy Ortiz as this year's Mother's Day queen. Good times had by all in attendance. Next dance will be the Father's Day Dinner-Dance on June 17, 2023.

### **Senior Expo**

The annual Senior Expo was held at Las Palmas Park on Friday, May 19<sup>th</sup>. This year, 27 vendors and exhibitors were onsite to provide valuable information and free health screenings to senior



citizens. A delightful continental breakfast was provided as well as lunch. The event concluded with live music by the Susie Hansen Latin Band.

### **Pickleball**

Las Palmas' best kept secret, Monday morning Pickleball! The program was restarted two months ago as a drop-in activity and it is slowly gaining speed. With now ten committed weekly participants, RCS plans to develop the program and officially relaunch it in July. Never played before? Not a problem, staff is on site to provide instruction and equipment.

Mondays at 10am | Las Palmas Park Gym | Free

## **COMMUNITY SERVICES**

### **Memorial Day Veteran Recognition Event**

RCS joined forces with the American Legion San Fernando Post 176 to host this year's Memorial Day Veteran Recognition event on May 29<sup>th</sup>. The event was a great success with over 200 community members in attendance as well as dignitaries such as Congressman Tony Cardenas, State Senator Caroline Menjivar, LA County Board Supervisor Lindsey P. Horvath, San Fernando Mayor Celeste Rodriguez, Vice Mayor Mary Mendoza, and Councilmembers Mary Solorio and Joel Fajardo. The day's events, which included special presentations, lunch and entertainment, were all made possible with the assistance of the American Legion and Pacoima Urban Village as well as the generosity of Tacos El Gordo and Graciana's Tortilla Factory.

### **Graduate Banner Recognition Program**

This program was created to honor and recognize graduating seniors that reside or have an immediate family member residing in the City. This year, eleven high school and college graduate banners will be on display in the Downtown Mall area along San Fernando Road between Woflskill St. and San Fernando Mission Blvd.

### **Nature Adventure & Discovery Camp**

The department has collaborated with UCLA UniCamp and YMCA Porter Ranch to host the Nature Adventure & Discovery Camp Program. The partnership will offer two opportunities for youth ages 8-17 to experience an overnight camp and have an adventure of a lifetime. The program is free to attend, although there is a \$50 refundable deposit to reserve a space on either trip. Space is still available.

June 18 – 24 | Ages 8-15

Camp Whittle | North Valley YMCA

July 24 – 29 | Ages 10-17

Camp River Glen | UCLA UniCamp

### **Summer Day Camp**

Day Camp registrations opened on May 15<sup>th</sup> and will be on-going throughout the summer. As of June 1<sup>st</sup> there were 54 registered participants between the ages of 5-13. The program will operate June 20 – August 11, Monday through Friday, 7:30am to 6:00pm at Recreation Park.

**Family Hike Program**

In partnership with the National Park Conservation Association, RCS coordinated a family hike to Malibu Lagoon on May 20<sup>th</sup>. Thirty-eight individuals, ages 5-80+, participated in the trip which included free transportation and lunch. The program offers community members the opportunity to learn about different trails that are near San Fernando and about the importance of maintaining the trails for generations to come.

**Education Commission Scholarship Award Ceremony**

On May 23<sup>rd</sup>, RCS staff and the Education Commission hosted the annual Scholarship Award Ceremony at Rudy Ortega Senior Park. A total of eleven scholarships adding up to \$6,000 were awarded to high school graduating seniors. The scholarships are funded by contributions received from corporate and private donors.

**YOUTH SPORTS**

**Youth Basketball Summer League**

Player evaluations were conducted on May 13<sup>th</sup> and 20<sup>th</sup>. Coaches came together for the team drafts on May 24-25 and discussed a reorganization of the divisions to better serve the 109 youth participants. This upcoming season will feature four divisions: 7-8, 9-11, 12-13 and 14-15. First games are scheduled for June 10<sup>th</sup>, starting at 9am at Recreation Park.

**Mission City Baseball Summer Clinic**

Game Speed Athletics will return this summer to offer a 4-week baseball clinic for age 3-14 at Las Palmas Park. Registrations opened on June 1<sup>st</sup> and will continue until program is at capacity. This year, the program will be limited to 120 participants to ensure an enjoyable experience for the youth.

**ADULT SPORTS**

**Adult Basketball League**

The Spring season of Adult Basketball came to an end on May 31<sup>st</sup>. Congratulations to Team Loading on their win, it was a close game! Championship team received a team trophy and option of championship shirts or a free registration voucher for the next season. Fall season is scheduled for September 2023.

**Volleyball Open Gym**

Volleyball nights are back at Recreation Park! May was a trial-run for the drop-in program and it did very well with over 30 participants every week. Thursday night volleyball open gym will continue through the summer. Staff is working to relaunch the adult volleyball league in early 2024.

## **LEISURE CLASSES**

### **Total Body Conditioning**

Fitness is booming at Recreation Park! For the past two months TBC has been at capacity with 25 registered participants. Due to the demand, staff and the instructor have agreed to adjust the class size to 30 for the summer months. Class capacity is determined by two factors; 1) the size of the room used for the class and, 2) the amount of space required for each station/rotation. TBC offers full body workouts that develop strength, and increase energy and endurance for everyday activities.

### **Cyndy's Mixed Line Dance Class**

A new session of Line Dance started on June 1<sup>st</sup>. In addition to the typical dance moves associated with line dancing, the instructor will incorporate hula dancing in this upcoming series. There is still time to register, current session runs June 1 - July 20, 10am at Recreation Park.

## **SPECIAL INTEREST**

### **Lopez Adobe Tours**

On May 20th, the department hosted a couple of workshops at the Adobe in honor of Mental Health Awareness Month. The evening's activities included guided tours, rummage sale, a reiki and essential oils workshop, and a yoga demonstration. The Theodore Payne Foundation was also on site to provide fire safety information. Visitors walked away with a scented lava stone bracelet, provided by RCS, and packets of poppy flower seeds courtesy of the Theodore Payne Foundation.

Join us on June 24<sup>th</sup> for Pride night at the Adobe, with musical performance by local artist Tough Front and snowcones by the Teens for a Better Community.

### **Mariachi Master Apprentice Program**

Staff is currently working on submitting an application to the California Arts Council for a \$25,000 grant to help fund MMAP. The CAC is the state's art agency which supports organizations that keep artistic energy thriving and make our diverse communities healthy and vibrant. This funding will help the department maintain the program by covering the cost of instruction and other expenses.

## PROGRAM PARTICIPATION REPORT

### Recreation Division (May)

ACTIVITY	REGISTERED PARTICIPANTS
Volleyball Open Gym (Thu)	Average of 30 participants/week
Youth Basketball League (Summer)	Total: 109
Tennis	Total: 20   Residents: 7   Non-Res: 13
Senior Music	Total: 29   Residents: 7   Non-Res: 22
Folklorico (Apr-Jun)	Total: 43   Residents: 5   Non-Res: 38
Karate	Total: 11   Residents: 3   Non-Res: 8
Total Body Conditioning	Total: 25   Resident: 5   Non-Res: 20
Inclusive Zumba	Total: 20   Resident: 4   Non-Res: 16
Lopez Adobe Visitors (May)	About 45 (based on sign-ins)

### BUDGET IMPACT:

The programs, services, activity, and business updates in this report are part of the Department's work plan and funds have been allocated for such work in the FY 2022-2023 budget.

### CONCLUSION:

It is recommended that the Parks, Wellness, and Recreation Commission receive and file the Department Update Report and provide any guidance or recommendations as appropriate.



## AGENDA REPORT

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**To:** Chair Robert Gonzales, and Commissioners

**From:** Julian J. Venegas, Director of Recreation and Community Services  
By: Linda Bowden-Moreno, Administrative Assistant

**Date:** June 8, 2023

**Subject:** Discussion Regarding Future Agenda Items

### **RECOMMENDATION:**

It is recommended that the Parks, Wellness, and Recreation Commission:

- a. Discuss items that the Commission wishes to be placed on a meeting agenda;
- b. Present a motioned, have it seconded, and conduct a vote to place the item on a future Commission meeting agenda; and
- c. Provide staff direction as appropriate.

### **BACKGROUND:**

1. On April 13, 2023, staff informed the Commission of the procedure for placing items on the agenda.
2. On May 11, 2023, Chair Gonzales moved to place the item of adding a category titled: "Future Agenda Items" to the Parks, Wellness and Recreation Commission agenda format. Commissioner Friend seconded the motion. The motion passed unanimously.

### **ANALYSIS:**

Staff explained a new procedure for adding agenda items to the Commission meeting agenda. The procedure involves a Commissioner introducing the item, with discussion ensuing and implementing the process with a motion and a second. Finally, a vote in the majority would be required for the item to be placed on a future meeting agenda for the Parks, Wellness and Recreation Commission.



**BUDGET IMPACT:**

There is no budget impact to place an item on a future Commission meeting agenda.

**CONCLUSION:**

It is recommended that the Parks, Wellness and Recreation Commission discuss items that the Commission wishes to be placed on a meeting agenda, introduce a motion, have it seconded and conduct a vote in the majority to place the item on a future Commission Meeting agenda and provide staff direction as appropriate.