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

CITY OF SAN FERNANDO

CITY COUNCIL
REGULAR MEETING AGENDA SUMMARY
MONDAY, AUGUST 21, 2023 – 6:00 PM

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

PUBLIC PARTICIPATION OPTIONS

WATCH THE MEETING

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

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

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

SUBMIT PUBLIC COMMENT IN PERSON

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

SUBMIT PUBLIC COMMENT VIA EMAIL

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

CALL-IN TO PROVIDE PUBLIC COMMENT LIVE AT THE MEETING

Members of the public may **call-in between 6:00 p.m. and 6:15 p.m.** Comments will be heard in the order received, and limited to three minutes. If necessary, the call-in period may be extended by the Mayor. Note: This is audio only and no video.

Call-in Telephone Number: (669) 900-6833
Meeting ID: 833 6022 0211
Passcode: 924965

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

Staff Contact Nick Kimball, City Manager

CALL TO ORDER

ROLL CALL

TELECONFERENCING REQUESTS/DISCLOSURE

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

PLEDGE OF ALLEGIANCE

Led by City Clerk Julia Fritz

APPROVAL OF AGENDA

Recommend that the City Council approve the agenda as presented and move that all ordinances presented tonight be read in title only as authorized under Government Code Section 36934.

PRESENTATION

A. PRESENTATION OF A CERTIFICATE OF RECOGNITION HONORING THE MODUGNO FAMILY FOR THEIR OUTSTANDING SERVICE, SIGNIFICANT CONTRIBUTION TO THE COMMUNITY, AND GENEROUS DONATION OF AN OIL PAINTING OF MISSION SAN FERNANDO, EXHIBITED IN THE COUNCIL CHAMBERS AT CITY HALL

B. PRESENTATION OF A CERTIFICATE OF APPRECIATION HONORING VICE CHAIR COMMISSIONER YVONNE MEJIA FOR HER SERVICE ON THE PLANNING AND PRESERVATION COMMISSION

DECORUM AND ORDER

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

PUBLIC STATEMENTS

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

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

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

CONSENT CALENDAR

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

1) CONSIDERATION TO APPROVE CITY COUNCIL MEETING MINUTES FOR:

a. July 25, 2022 – Special
b. November 21, 2022 – Regular
c. August 7, 2023 – Special

2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER

Recommend that the City Council adopt Resolution No. 23-082 approving the Warrant Register.

3) CONSIDERATION TO ADOPT A RESOLUTION SETTING THE PROPERTY TAX RATE REQUIRED TO MEET THE CITY'S OBLIGATION TO THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM FOR FISCAL YEAR 2023-2024

Recommend that the City Council:

a. Adopt Resolution No. 8256 establishing the amount necessary to be raised by taxation for the City's annual payment to the California Public Employees' Retirement System;

b. Fix the property tax rate for Fiscal Year 2023-2024 at $0.187613 per $100 of assessed valuation; and

c. Levy that tax rate upon all taxable property in the City.

4) CONSIDERATION TO ADOPT A RESOLUTION APPOINTING THE CITY'S ALTERNATE AND SUBSTITUTE ALTERNATE REPRESENTATIVES TO THE INDEPENDENT CITIES RISK MANAGEMENT AUTHORITY GOVERNING BOARD

Recommend that the City Council adopt Resolution No. 8255 appointing Director of Finance/City Treasurer Erica D. Melton as the Alternate Representative and Personnel Manager Michael Okafor as substitute Alternate Representative to serve on the Independent Cities Risk Management Authority Governing Board.

5) CONSIDERATION TO ADOPT A RESOLUTION APPROVING FINAL TRACT MAP NO. 84029 LOCATED AT 12920 FOOTHILL BOULEVARD, ASSESSOR'S PARCEL NO. 2514-001-062

Recommend that the City Council adopt Resolution No. 8257 approving Final Tract Map No. 84029, located at 12920 Foothill Boulevard, Assessor's Parcel No. 2514-001-062.

6) CONSIDERATION TO APPROVE AN AMENDMENT TO CONTRACT NO. 2045 WITH WILLDAN ENGINEERING FOR NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM CONSULTING SERVICES

Recommend that the City Council:

a. Approve a one-time Amendment to Contract No. 2045 (Contract No. 2045(a)) with Willdan Engineering to increase the not-to-exceed amount for 2023 by $15,000 from $75,000 to $90,000 for National Pollutant Discharge Elimination System consulting services; and

b. Authorize the City Manager to increase the amendment and all related documents.

7) CONSIDERATION TO APPROVE A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH 4LEAF, INC. FOR ADDITIONAL ON-CALL COMMUNITY PRESERVATION SERVICES AND TRANSFER $75,000 FROM SALARY SAVINGS FROM THE COMMUNITY DEVELOPMENT DEPARTMENT'S VARIOUS VACANT POSITIONS TO FUND THE AGREEMENT

Recommend that the City Council:

a. Approve a first Amendment to the Professional Services Agreement with 4LEAF, Inc. (Contract No. 2173(a)) for on-call community preservation services to increase the not-to-exceed amount to $124,950 and extend the contract to June 30, 2024; and

b. Authorize a budget transfer of $75,000 from salary savings from the Community Development Department's various vacant positions (Director of Community Development and Community Preservation Officers) as allocated in the Fiscal Year

2023-2024 adopted budget to fund the on-call community preservation professional services agreement; and

c. Authorize the City Manager, or designee, to execute the Amendment and all related documents.

8) CONSIDERATION TO ACCEPT PROJECT COMPLETION AND AUTHORIZE THE RECORDATION OF THE NOTICE OF COMPLETION FOR THE PEDESTRIAN FENCING GLENOAKS BOULEVARD BRIDGE PROJECT, JOB NO. 7618, PLAN NO. P-740

Recommend that the City Council:

a. Accept the improvements as constructed by CT&T Concrete Paving, Inc., and consider the work completed;

b. Authorize the issuance and filing of the "Notice of Completion" with the Los Angeles County Office of the Registrar-Recorder/County Clerk; and

c. Authorize the release of the five percent retention amount ($6,493.88) after the 35-day lien period from the date the Notice of Completion is recorded.

ADMINISTRATIVE REPORTS

9) UPDATE ON THE APPLICATION OF THE CITY'S COMMUNITY ENGAGEMENT FRAMEWORK

Recommend that the City Council:

a. Receive an informational update on the Community Engagement Framework; and

b. Provide direction to staff as appropriate.

10) DISCUSSION REGARDING THE CITY'S COMMUNITY PRESERVATION EFFORTS

Recommend that the City Council:

a. Discuss the Community Preservation efforts and provide direction to staff, if necessary; and

b. Receive and File.

11) CONSIDERATION TO DESIGNATE A VOTING DELEGATE AND ALTERNATE(S) FOR THE 2023 LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE

Recommend that the City Council:

a. Designate a voting Delegate for the League of California Cities 2023 Annual Conference and Expo;

b. Designate up to two Alternate Voting Delegate(s) who may vote in the event that the designated Delegate is unable to serve in that capacity; and

c. Authorize the City Clerk to execute and submit the 2023 Annual Conference Voting Delegate/Alternate Form to the League by Monday, August 28, 2023.

12) CONSIDERATION TO APPOINT A TRANSPORTATION AND PUBLIC SAFETY COMMISSIONER

This item was agendized by Councilmember Mary Solorio.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES

ADJOURNMENT The meeting will adjourn to its next regular meeting.

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

_____

Julia Fritz, City Clerk
Signed and Posted: August 17, 2023 (5:00 p.m.)

The Regular Meetings of the City Council of the City of San Fernando also serves as concurrent Regular Meeting s of the Successor Agency to the San Fernando Redevelopment Agency, and, from time to time, such other bodies of the City composed exclusive of the Members of the City Council.

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

Regular Meeting
San Fernando City Council

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CITY OF SAN FERNANDO
CITY COUNCIL
MINUTES

JULY 25, 2022 – 6:30 P.M.
SPECIAL MEETING

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

CALL TO ORDER/ROLL CALL Mayor Mary Mendoza called the meeting to order at 6:31 p.m.

Present:

Council: Mayor Mary Mendoza, Vice Mayor Hector A. Pacheco (arrived at 6:42 p.m.), Councilmembers Sylvia Ballin, Cindy Montañez (via teleconference), and Celeste Rodriguez

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

Absent: None

PLEDGE OF ALLEGIANCE

Led by City Clerk Julia Fritz

APPROVAL OF AGENDA

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

PUBLIC STATEMENTS

Julie Cuellar expressed concerns regarding placement of liens for non-payment of residential and commercial solid waste collection services billings.

RECESS TO CLOSED SESSION (6:39 P.M.)

By consensus, Councilmembers recessed to Closed Session, with Vice Mayor Pacheco Absent.

Vice Mayor Pacheco arrived directly in to Closed Session at 6:42 p.m.

A) CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54956.9(D)(2) CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION:

One (1) matter

RECONVENE/REPORT OUT FROM CLOSED SESSION:

City Council reconvened from Closed Session at 7:47 p.m. with Vice Mayor Pacheco absent.

Assistant City Attorney Padilla stated there was no reportable action as a result of the Closed Session meeting held on July 25, 2022.

ADMINISTRATIVE REPORTS

1) A CONTINUED PUBLIC HEARING TO CONSIDER ADOPTION OF A RESOLUTION AUTHORIZING THE PLACEMENT OF LIENS ON REAL PROPERTY FOR NON-PAYMENT OF RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION SERVICES BILLINGS

Mayor Mendoza stated the public hearing was closed on July 18, 2022, but called for public comments, there being none, the public hearing was closed.

Director of Public Works Matt Baumgardner and Management Analyst Kenneth Jones presented the staff report and responded to Councilmember questions.

It was noted that Vice Mayor Pacheco joined the meeting via teleconference at 7:52 p.m.

Motion by Councilmember Ballin, seconded by Vice Mayor Pacheco to adopt Resolution No. 8169 authorizing the placement of a lien against real property as a special assessment on property tax bills for the collection of delinquent solid waste billings; and authorize the City Manager to remove accounts that clear the delinquency or agree to a payment plan with Republic Services prior to submitting the final list to the Los Angeles County Assessor's Office.

Motion failed by the following vote:

ROLL CALL
AYES: Ballin, Mendoza - 2
NOES: Rodriguez, Montañez, Pacheco - 3
ABSENT: None
ABSTAIN: None

By consensus, the City Council directed staff to return to a future meeting to address collection of waste and trash issues and a potential ad hoc committee.

STAFF COMMUNICATIONS INCLUDING COMMISSION UPDATES

City Manager Kimball introduced new Director of Finance Erica Melton.

GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES

Councilmember Montañez congratulated Bodevi Wine and Expresso Bar on their grand opening, reported she attended the retirement ceremony for The San Fernando Sun Reporter Mike Terry, and announced upcoming Calles Verdes Tree event this Saturday from 9am-12pm.

Councilmember Ballin welcomed Director of Finance Melton and noted she attended Mike Terry's retirement reception.

Councilmember Rodriguez commented on the Grand Opening of Bodevi Wine and Expresso Bar and welcomed new Director of Finance.

Vice Mayor Pacheco welcomed Director of Finance; recognized Management Analyst Jones for his work; commented on Bodevi Wine and Expresso Bar's grand opening; recognized Councilmember Montañez and TreePeople for maintenance and care of City trees; and shared thoughts and prayers to firefighters fighting the Yosemite fire.

Mayor Mendoza welcomed Director of Finance, presented a certificate from the City to Mike Terry at his retirement party, noted she attended the Bodevi Wine and Expresso Bar's grand opening, Outdoor Market and thanked staff for coordination of the special meeting.

ADJOURNMENT (8:47 p.m.)

The meeting will adjourn to its next regular meeting.

I do hereby certify that the foregoing is a true and correct copy of the minutes of the July 25, 2022, special meeting as approved by the San Fernando City Council.

_____

Julia Fritz, CMC
City Clerk

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CITY OF SAN FERNANDO
CITY COUNCIL
MINUTES

NOVEMBER 21, 2022 – 6:00 P.M.
REGULAR MEETING

CITY HALL COUNCIL CHAMBERS
117 MACNEIL STREET
SAN FERNANDO, CALIFORNIA 91340
Teleconference – Pursuant to Provisions of Assembly Bill 361

City Clerk Fritz announced that due to a lack of quorum for the Closed Session meeting scheduled at 5:00 p.m., the City Council would adjourn at the conclusion of the regular meeting to the Closed Session meeting.

CALL TO ORDER/ROLL CALL

Mayor Mary Mendoza called the meeting to order at 6:08 p.m.

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

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

Absent: Councilmember Cindy Montañez

PLEDGE OF ALLEGIANCE

Led by City Clerk Julia Fritz

APPROVAL OF AGENDA

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

PRESENTATIONS

A. PRESENTATION FROM GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT BOARD

Councilmember Sylvia Ballin presented a Certificate of Recognition to Jesse Avila for his many years of dedicated service to the community and as San Fernando's appointed Board Member representative and wished him well in his retirement.

PUBLIC STATEMENTS

Dianne Raymond commented on water conservation, drought tolerant yards, and solar panels.

Victor Pena expressed concerns associated with delays in approving project permits.

San Fernando Library Manager Liana Stepanyan provided updates on activities and programs offered at the library.

CONSENT CALENDAR

Motion by Councilmember Ballin, seconded by Councilmember Rodriguez to:

1) CONSIDERATION TO APPROVE CITY COUNCIL MEETING MINUTES:

   a. April 19, 2021 –Special Meeting
   b. April 19, 2021 – Regular Meeting
   c. November 7, 2022 – Special Meeting

2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER

3) CONSIDERATION TO AUTHORIZE A CHANGE ORDER TO PURCHASE ORDER NO. 12729 WITH STAGE PLUS FOR STAGE AND SOUND SERVICES

4) CONSIDERATION TO APPROVE A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENTS WITH HOUSEAL LAVIGNE ASSOCIATES, LLC DBA HOUSEAL LAVIGNE FOR PREPARATION OF THE 6TH CYCLE (2021-2029) HOUSING ELEMENT UPDATE

5) CONSIDERATION TO ACCEPT GRANT FUNDS AWARDED BY THE UNITED STATES DEPARTMENT OF JUSTICE UNDER THE BULLETPROOF VEST PARTNERSHIP GRANT ACT OF 1988

6) CONSIDERATION TO ADOPT A RESOLUTION APPROVING FINAL PARCEL MAP NO. 74153 LOCATED AT 927 SEVENTH STREET, ASSESSOR'S PARCEL NO. 2515-028-014

The motion carried with Councilmember Montañez absent.

PUBLIC HEARING

7) A PUBLIC HEARING TO CONSIDER APPROVING AN ENERGY SAVINGS PERFORMANCE CONTRACT WITH WILLDAN ENERGY SOLUTIONS FOR TURN-KEY DESIGN, ENGINEERING, AND CONSTRUCTION SERVICES FOR SOLAR, HEATING, VENTILATION, AND AIR CONDITIONING, AND BATTERY ENERGY STORAGE SYSTEMS AT CITY FACILITIES

Mayor Mendoza opened the public hearing.

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

Mayor Mendoza opened public comment, there being no public testimony, Mayor Mendoza closed the public hearing. Motion by Vice Mayor Pacheco, seconded by Councilmember Rodriguez to close the public hearing. The motion carried with Councilmember Montañez absent.

Motion by Vice Mayor Pacheco, seconded by Councilmember Ballin to approve an Energy Savings Performance Contract with Willdan Energy Solutions (Contract No. 2126) for Turn-Key Design, Engineering, and Construction Services with Option No. 1: Solar, Heating, Ventilation, and Air Conditioning (HVAC), and Battery Energy Storage Systems (BESS) at City Facilities; adopted Resolution No. 8195; and authorize the City Manager to execute the Agreement and all related documents. As amended, to include direction to staff to explore financing options; utilize general fund reserves to potentially cover the $4.4 million funding gap and return to City Council by February, 2023. The motion carried with Councilmember Montañez absent.

ADMINISTRATIVE REPORTS

8) UPDATE AND DISCUSSION FROM THE 100-YEAR ANNIVERSARY OF WOMEN'S RIGHT TO VOTE AD HOC COMMITTEE RELATED A MURAL COMMEMORATING THE 100TH ANNIVERSARY OF WOMEN GAINING THE RIGHT TO VOTE

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

Motion by Mayor Mendoza, seconded by Councilmember Ballin to direct staff to engage Lalo Garcia to design a mural to present to the Parks, Wellness and Recreation Commission for recommendations to bring forward to the City Council for consideration. The motion carried with Councilmember Montañez absent.

9) CONSIDERATION AND DISCUSSION REGARDING ALLOCATION AND DISTRIBUTION OF INDEPENDENT CITIES FINANCE AUTHORITY'S COMMUNITY OUTREACH PROGRAM FUNDS FOR FISCAL YEAR 2022-2023 TOWARDS THE 100-YEAR WOMEN'S RIGHT TO VOTE ANNIVERSARY COMMEMORATIVE MURAL

Councilmember Ballin presented the staff report.

City Council requested staff to provide a memo to Councilmembers on the Community Investment Funds account balance.

Motion by Mayor Mendoza, seconded by Councilmember Ballin to allocate and distribute ICFA funds to a 100-Year Anniversary of Women's Right to Vote Commemorative Mural; transfer any unused funds to the Mural Program Ad Hoc for use on potential future murals; and adopt Resolution No. 8196 appropriating the funds in the Fiscal Year 2022-2023 adopted Budget. The motion carried with Councilmember Montañez absent.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

City Clerk Fritz reported new multifunctional copiers were installed last week, and wished everyone a happy and safe Thanksgiving holiday.

Police Chief Valdez reported initial discussions with school district officials regarding campus police presence and spoke about the proposed parent university program.

Director of Recreation and Community Services Venegas expressed the success of the legal workshop at Las Palmas Park; noted the Education Commission will be meeting on November 29th; and announced the Holiday Tree Lighting Event is on December 3rd.

Director of Public Works Baumgardner provided updates on the street resurfacing project.

Director of Community Development Kith commented on the Small Business Grant program offered by the Los Angeles Conservancy; stated Senate Bill 9 regulations would be heard by the Planning and Preservation Commission in December and would be agendized for a future Council meeting consideration of the Commission's recommendations.

Director of Finance Melton reported that the Finance Department would be continuing waiving past due water bill late fees and not turning off water, and mentioned residents can seek assistance with paying utility bills from various state assistance programs.

Assistant to the City Manager Hernandez provided an update on various grant opportunities.

City Manager Kimball thanked the City Council for tonight's discussion, spoke about the Tree Lighting event; and wished everyone a Happy Thanksgiving.

GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES

Councilmember Rodriguez spoke about the Tree Lighting event, and suggested that a future item be agendized on an overview of processes at the permit counter.

Councilmember Ballin attended an event with LA County Supervisor Sheila Keuhl, and requested to close the meeting in memory of the men and woman killed in Colorado.

Vice Mayor Pacheco announced his donation of $2,500 of Community Investment Funds towards Rudy Ortega Sr. Park for park maintenance and upkeep; commended colleagues and staff regarding the HVAC system; spoke about Mr. E. Hernandez who was unlawfully detained in Venezuela; commented on the tree planting on Glenoaks and wished Happy Thanksgiving to everyone.

Mayor Mendoza thanked staff for their work, spoke about the San Fernando Police Department Torch Run; noted she attended the North Valley Military Institute event in Sun Valley; the Veterans Day Parade; the San Fernando Regional Park Infiltration Project tour; Tip a Cop fundraising event; the grand openings for City Business Shipping, Lash and Glow Studio and lastly wished everyone a Happy Thanksgiving.

ADJOURNMENT (8:26 p.m.)

Mayor Mendoza adjourned the regular meeting at 8:26 p.m. The City Council reconvened back into the adjourned Closed Session meeting.

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

_____
Julia Fritz, CMC
City Clerk

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CITY OF SAN FERNANDO
CITY COUNCIL MINUTES

AUGUST 7, 2023 – 5:00 P.M.
SPECIAL MEETING

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

CALL TO ORDER/ROLL CALL

Mayor Celeste T. Rodriguez called the meeting to order at 5:00 p.m.

Present:

Council: Mayor Celeste T. Rodriguez, Vice Mayor Mary Mendoza, and Councilmembers Cindy Montañez (arrived at 5:12 p.m.), Joel Fajardo and Mary Solorio

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

Absent: None

APPROVAL OF AGENDA

Motion by Councilmember Fajardo, seconded by Councilmember Solorio to approve the agenda. The motion carried, with Councilmember Montañez absent.

PUBLIC STATEMENTS None

RECESS TO CLOSED SESSION (5:01 P.M.)

By consensus, Councilmember recessed to Closed Session.

Councilmember Montañez arrived directly into Closed Session at 5:12 p.m.

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

Case Name: Carlos Jiron v. City of San Fernando
WC Case No.: ADJ3666524
Claim No.: 050003SFE

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

Designated City Negotiators:City Manager Nick Kimball

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

RECONVENE/REPORT OUT FROM CLOSED SESSION

Assistant City Attorney Padilla stated there was no reportable action as a result of Closed Session meeting held on August 7, 2023, at 5:00 p.m.

ADJOURNMENT (5:35 p.m.)

The City Council adjourned the special meeting to the regular meeting at 6:00 p.m.

I do hereby certify that the foregoing is a true and correct copy of the minutes of the August 7, 2023, Special Meeting as approved by the San Fernando City Council.

_____
Julia Fritz, CMC
City Clerk

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

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

Date: August 21, 2023

Subject: Consideration to Adopt a Resolution Approving the Warrant Register

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 23-082 (Attachment "A") approving the Warrant Register.

BACKGROUND:

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

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

ATTACHMENT:

A. Resolution No. 23-082, including:
   Exhibit A: Payment Demands/Voucher List

ATTACHMENT "A"

RESOLUTION NO. 23-082

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, ALLOWING AND APPROVING FOR PAYMENT DEMANDS PRESENTED ON DEMAND / WARRANT REGISTER NO. 23-082

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

1. That the Payment Demand/Voucher List (EXHIBIT "A") as presented, having been duly audited, for completeness, are hereby allowed and approved for payment in the amounts as shown to designated payees and charged to the appropriate funds as indicated.

2. That the City Clerk shall certify to the adoption of this Resolution and deliver it to the City Treasurer.

PASSED, APPROVED, AND ADOPTED this 21st day of August 2023.

_____
Celeste T. Rodriguez, Mayor of the City of San Fernando, California

ATTEST:

_____
Julia Fritz, City Clerk

RES. NO. 23-082

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 23-082, which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 21st day of August, 2023, by the following vote of the City Council:

AYES:

NAYS:

ABSENT:

ABSTAINED:

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

_____
Julia Fritz, City Clerk

EXHIBIT "A"
RES. NO. 23-082

vchlist
08/16/2023 2:25:12PM

Voucher List
CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
232441	8/21/2023	894194 4LEAF, INC	J4077A-R		ON-CALL PLANNING SERVICES	
				12735	001-150-0000-4270	10,920.00
			J4077B-R		ON-CALL PLANNING SERVICES	
				12735	001-150-0000-4270	3,510.00
					Total :	**14,430.00**
232442	8/21/2023	890104 ABBA TERMITE & PEST CONTROL	54460		METER BOX BEE REMOVAL-1320 KEWI	
					070-383-0000-4260	115.00
					Total :	**115.00**
232443	8/21/2023	891587 ABLE MAILING INC.	37875		MAILING AND FULFILLMENT SERVICES	
				12972	072-360-0000-4300	173.40
				12972	070-382-0000-4300	173.39
					Total :	**346.79**
232444	8/21/2023	894406 ADVANCE AUTO PARTS	8681320050987		VEHICLE MAINT-WA0172	
					070-383-0000-4400	141.10
			8681320526399		TRAILER TRI-BALL WITH HOOK	
					041-320-0311-4400	308.65
					Total :	**449.75**
232445	8/21/2023	893813 ALMANZA, LAURAMARIE C	REIMB.		PRIZES FOR LP PARK SENIOR BINGO	
					004-2346	130.62
					Total :	**130.62**
232446	8/21/2023	894078 AMERICAN BUSINESS BANK	P16		5% RETENTION-SF REGIONAL PARK	
					010-2037	10,917.55
					Total :	**10,917.55**
232447	8/21/2023	887270 AMERICAN TRANSPORTATION SYSTEM	130804-A		DEP-SR TRIP TO MEDIEVAL TIMES	
					004-2383	635.65
					Total :	**635.65**
232448	8/21/2023	100165 AMERICAN WATER WORKS, INC.	34818		VEHICLE MAINT-WA8007	
					041-320-0152-4400	217.85
					Total :	**217.85**

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
232449	8/21/2023	893722 AMPM GLASS & BOARD UP	1341		REPAIR WINDOW-RUDY ORTEGA PARI	
					043-390-0000-4330	1,074.00
					Total :	**1,074.00**
232450	8/21/2023	100188 ANDY GUMP INC.	INV1036449		PORTABLE RESTROOM SERVICE FOR	
				12762	043-390-0000-4260	336.49
			INV1036450		PORTABLE RESTROOM SERVICE FOR	
				12762	070-384-0000-4260	336.34
					Total :	**672.83**
232451	8/21/2023	894515 APELIAN, SACHA	1020707.001		CO-ED SOFTBALL REFUND	
					017-3770-1334	150.00
					Total :	**150.00**
232452	8/21/2023	893441 ARAMARK REFRESHMENT SERVICES	REPL-224509		REPL STL DTD CK-EMPLOYEE BREAK	
					001-2140	304.84
					Total :	**304.84**
232453	8/21/2023	894045 ARROYO BACKGROUND	3093		INVESTIGATIVE SERVICES	
				12815	001-222-0000-4270	1,500.00
					Total :	**1,500.00**
232454	8/21/2023	889037 AT&T MOBILITY	287277903027X0808202		MODEM FOR ELECTONIC MESSAGE BI	
					001-310-0000-4220	138.69
					Total :	**138.69**
232455	8/21/2023	889913 BALLIN, SYLVIA	JUNE 2023		COMMISSIONER'S STIPEND	
					001-150-0000-4111	75.00
					Total :	**75.00**
232456	8/21/2023	894402 BANNER BANK	16889		5% RETENTION-PACOIMA WASH BIKEV	
					010-2037	17,211.50
					Total :	**17,211.50**
232457	8/21/2023	890546 BARAJAS, CRYSTAL	FEB 2023		MARIACHI MASTER APPRENTICE PRG	
				12868	109-424-3637-4260	160.00
			JAN 2023		MARIACHI MASTER APPRENTICE PRG	
				12868	109-424-3637-4260	160.00

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232457	8/21/2023	890546 BARAJAS, CRYSTAL	(Continued)			
			JUNE 2023		MARIACHI MASTER APPRENTICE PRG	
				12868	109-424-3637-4260	80.00
			MAR 2023		MARIACHI MASTER APPRENTICE PRG	
				12868	109-424-3637-4260	120.00
					Total :	**520.00**
232458	8/21/2023	894497 BECERRA, YESENIA	REIMB.		DEPARTMENT SUPPLIES	
					001-150-0000-4300	28.91
			REIMB.		OFFICE SUPPLIES	
					001-150-0000-4300	19.73
					Total :	**48.64**
232459	8/21/2023	892014 BERNAL, DAVID	JUNE 2023		COMMISSIONER'S STIPEND	
					001-150-0000-4111	75.00
					Total :	**75.00**
232460	8/21/2023	894320 BUSH INDUSTRIES INC.	SI036884		ADJUSTABLE STANDING DESKS FOR F	
				12877	043-390-0000-4500	1,991.29
					Total :	**1,991.29**
232461	8/21/2023	888800 BUSINESS CARD	072523		PROFESSIONAL DEVELOPMENT COUF	
					001-115-0000-4360	1,500.00
			072623		DRIVE REPLACED-EOC LAPTOP	
					001-135-0000-4300	29.76
			072623		AD.-WATER OPS MGR RECRUITMENT	
					001-106-0000-4230	200.00
			072623		LUNCH-SCAG GRANT DISCUSSION	
					001-105-0000-4370	337.41
			072823		SENIOR EVENT-DODGER TICKETS	
					004-2383	1,850.00
			072823		BUS TRANSP FOR YOSEMITE NATIONA	
				12950	110-422-3691-4260	5,605.00
			072823		PERFORATED CARD STOCK	
					001-152-0000-4300	19.79
			073123		2023-2024 GFOA MEMBERSHIP	
					001-130-0000-4380	150.00

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232461	8/21/2023	888800 BUSINESS CARD	(Continued)			
			073123		AIRFARE-HOPE LEADERSHIP INSTITUT	
					001-101-0104-4370	359.95
			073123-0184		FINANCE CHARGES	
					001-190-0000-4435	11.93
			080123		SUPPLIES-COMM SRV RESOURCE SIG	
					001-107-0000-4300	248.88
			080223		CITY EMAIL-AUG 2023	
					001-135-0000-4260	2,017.18
			080223		SUPPLIES-COMM SRV RESOURCE SIG	
					001-107-0000-4300	45.00
			080223		DESK PHONE-REPUBLIC SERVICES	
					001-310-0000-4320	55.07
			080321-2		DISPOSABLE ICE PACKS	
					001-423-0000-4300	257.22
			080323		VPN SUBSCRIPTION-JULY 2023	
					001-135-0000-4260	78.30
			080323-1		WIND SCREEN FOR LAYNE PARK	
					001-420-0000-4300	507.83
			080423		SUPPLIES-FAMILY FUN DAY BBQ	
					001-190-0000-4430	22.04
					001-101-0000-4300	31.96
			080723		REFRESHMENTS-MWD JENSEN WATEI	
					001-105-0000-4300	56.49
			080723		SR CLUB TRANSPORTATION-HOLLYWC	
					004-2383	361.32
					007-440-0443-4260	547.48
			080823		DINNER FOR CC & STAFF-CC MTG 08/(	
					001-101-0000-4300	140.02
			080823		SR CLUB TRANSPORTATION-CHUMASI	
					004-2383	240.00
					Total :	**14,672.63**
232462	8/21/2023	888800 BUSINESS CARD	072823		MATL'S TO SECURE ITEMS DURING	
					001-222-0000-4320	197.94
					Total :	**197.94**

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232463	8/21/2023	103797 CACEO	300018217		MEMBERSHIP DUES	
					001-152-0000-4380	100.00
					Total :	**100.00**
232464	8/21/2023	887810 CALGROVE RENTALS, INC.	F1600-1		FINANCE CHARGE	
					072-360-0000-4250	10.25
			F16096-1		FINANCE CHARGES	
					072-360-0000-4250	11.70
					Total :	**21.95**
232465	8/21/2023	889056 CALLEROS, MARIA	REIMB.		ED. COMMISSION SCHOLARSHIP EVEI	
					001-420-0000-4450	349.19
					001-420-0000-4300	16.43
					Total :	**365.62**
232466	8/21/2023	887264 CALPERS	100000017250459		GASB-68 REPORTS & SCHEDULE FEES	
					018-190-0000-4450	2,450.00
					Total :	**2,450.00**
232467	8/21/2023	102833 CALRECYCLE	0000001518577		UNSPENT GRAND FUNDS-FY2020-21 C	
					073-3682-0350	6,530.00
					Total :	**6,530.00**
232468	8/21/2023	892465 CANON SOLUTIONS AMERICA, INC.	6004896229		MAINT. FOR MULTIFUNCTIONAL COPIE	
				12949	001-135-0000-4260	1,567.76
					Total :	**1,567.76**
232469	8/21/2023	891860 CARL WARREN & COMPANY	20266-20277		REIMB. TO ITF ACCT (LIABILITY CLAIMS	
					006-1037	17,710.20
					Total :	**17,710.20**
232470	8/21/2023	103948 CDW GOVERNMENT, INC.	KM67010		PURCHASE OF COUNTER WORKSTATI	
				12926	001-152-0000-4300	398.03
					Total :	**398.03**
232471	8/21/2023	894010 CHARTER COMMUNICATIONS	0010518072923		REC PARK CABLE SERVICE	
					001-420-0000-4260	512.53
			001369701823		PD CABLE 07/18-08/17	

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232471	8/21/2023	894010 CHARTER COMMUNICATIONS	(Continued)			
					001-222-0000-4260	229.62
			0196309072323		INTERNET SERVICES 07/23-08/22	
					001-190-0000-4220	1,399.00
			0222204072923		PW CABLE-07/29-08/28	
					043-390-0000-4260	134.91
			0335899071023		PD-5G FIBER INTERNET SERVICE	
					010-225-3698-4500	1,761.24
					Total :	**4,037.30**
232472	8/21/2023	894518 CHAVEZ, YOLANDA	837994		SOCCER CLINIC REFUND	
					017-3770-1332	32.50
					Total :	**32.50**
232473	8/21/2023	100713 CITY OF GLENDALE	2514		WATER MASTER-ULARA (JAN'23-MAR'2	
					070-381-0000-4270	3,960.26
					Total :	**3,960.26**
232474	8/21/2023	101957 CITY OF LOS ANGELES, FIRE DEPT	SF240000002		FIRE SERVICES-SEPT 2023	
					001-500-0000-4260	259,973.64
					Total :	**259,973.64**
232475	8/21/2023	103029 CITY OF SAN FERNANDO	5440-5486		REIMB TO WORKER'S COMP ACCT	
					006-1038	20,735.03
					Total :	**20,735.03**
232476	8/21/2023	890893 CITY OF SAN FERNANDO	AUG 2023		CITY PROPERTY UTILITY BILLS	
					043-390-0000-4210	15,718.06
					Total :	**15,718.06**
232477	8/21/2023	894519 COLIBRI ENTERTAINMENT INC.	1024		ENTERTAINMENT-CITY'S BIRTHDAY	
					001-424-0000-4260	2,000.00
					Total :	**2,000.00**
232478	8/21/2023	100805 COOPER HARDWARE INC.	133997		MISC. SUPPLIES FOR P.W. OPERATION	
				12799	070-383-0000-4310	14.83
					Total :	**14.83**

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232479	8/21/2023	100499 CPCA	2036		MEMBERSHIP RENEWAL-FY23/24	
					001-222-0000-4380	155.00
			3264		TRAINING REG-RECRUITMENT & RETE	
					001-225-0000-4360	125.00
					Total :	**280.00**
232480	8/21/2023	892888 CWE	23319		REGIONALPARK INFILTRATION PROJE	
				12523	010-310-0620-4600	80,991.63
			23323		WATER & WASTEWATER ENGINEERIN(	
				12630	072-365-0560-4600	2,001.50
					Total :	**82,993.13**
232481	8/21/2023	894213 DEARO, STEVEN J.	082623		ENTERTAINMENT-SUMMER CONCERT	
					001-424-0000-4260	700.00
					Total :	**700.00**
232482	8/21/2023	887121 DELL MARKETING L.P.	10691439528		VLA WINDOWS SERVER PER 16 CORE	
				12974	001-135-0000-4260	694.18
					Total :	**694.18**
232483	8/21/2023	100960 DIEDIKER, VIRGINIA	APRIL 2023		MARIACHI MASTER APPRENTICE PRO.	
				12879	004-2359	67.50
				12879	109-424-3637-4260	67.50
			FEB 2023		MARIACHI MASTER APPRENTICE PRO.	
				12879	004-2359	476.25
				12879	109-424-3637-4260	476.25
			JUNE 2023		MARIACHI MASTER APPRENTICE PRO.	
				12879	004-2359	465.00
				12879	109-424-3637-4260	465.00
			MAY 2023		MARIACHI MASTER APPRENTICE PRO.	
				12879	004-2359	540.00
				12879	109-424-3637-4260	540.00
			OCT 2022		MARIACHI MASTER APPRENTICE PRO.	
				12879	004-2359	105.00
				12879	109-424-3637-4260	105.00
					Total :	**3,307.50**

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232484	8/21/2023	887380 DUENAS, MARIA CONCEPCION	JUNE 2023		MMAP PROJECT ASSISTANT	
				12889	109-424-3637-4260	120.00
					Total :	**120.00**
232485	8/21/2023	889121 EDGESOFT, INC.	3326		IMPLEMENTATION OF PHASE II OF THE	
				12881	001-150-0000-4270	7,976.25
			3354		IMPLEMENTATION OF PHASE II OF THE	
				12881	001-150-0000-4270	3,988.25
					Total :	**11,964.50**
232486	8/21/2023	101063 EMPLOYMENT DEVELOPMENT	944-0936-4		UNEMPLOYMENT INS-PERIOD ENDING	
					001-190-0222-4132	4,611.00
					Total :	**4,611.00**
232487	8/21/2023	894517 ESCOBEDO, CLAUDIA	837788		SOCCER CLINIC REFUND	
					017-3770-1332	60.00
					Total :	**60.00**
232488	8/21/2023	888577 ESRI INC.	94486696		ARCGIS LICENSE RENEWAL	
					001-135-0000-4260	1,890.00
					Total :	**1,890.00**
232489	8/21/2023	103851 EVERSOFT, INC.	R2382878		WATER SOFTNER RENTAL-WELL2A	
					070-384-0000-4260	53.14
					Total :	**53.14**
232490	8/21/2023	101147 FEDEX	8-205-89622		COURIER SERVICES	
					001-190-0000-4280	74.87
					Total :	**74.87**
232491	8/21/2023	892198 FRONTIER COMMUNICATIONS	209-150-5145-010598		PAC 50 TO SHERIFFS	
					001-222-0000-4220	539.34
			209-151-4941-102990		POLICE PAGING	
					001-222-0000-4220	53.27
			209-151-4943-081292		RADIO REPEATER	
					001-222-0000-4220	43.04
			209-188-4361-031792		RCS PHONE LINES	
					001-420-0000-4220	138.75

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
232491	8/21/2023	892198 FRONTIER COMMUNICATIONS	(Continued)			
			209-188-4362-031792		POLICE PHONE LINES	
					001-222-0000-4220	776.20
			209-188-4363-031892		VARIOUS PHONE LINES	
					001-190-0000-4220	88.42
					070-384-0000-4220	321.23
					001-420-0000-4220	258.33
			818-361-0901-051499		SEWER FLOW MONITORING	
					072-360-0000-4220	74.10
			818-361-3958-091407		CNG STATION	
					074-320-0000-4220	55.96
			818-361-6728-080105		ENGINEERING FAX LINE	
					001-310-0000-4220	44.71
			818-365-0007-060223		EOC PHONE LINES	
					001-222-0000-4220	419.91
			818-365-5097-120298		POLICE NARCOTICS VAULT	
					001-222-0000-4220	44.30
			818-837-1509-032207		PW PHONE LINE	
					001-190-0000-4220	44.71
			818-837-2296-031315		VARIOUS LOCATIONS	
					001-190-0000-4220	403.96
			818-838-1841-112596		ENGINEERING FAX MODEM	
					001-310-0000-4220	31.37
			818-838-4969-021803		PD ALARM PANEL	
					001-222-0000-4220	136.05
			818-898-7385-033105		LP PARK FAX LINE	
					001-420-0000-4220	48.34
					Total :	**3,521.99**
232492	8/21/2023	887249 GALLS, LLC	024814875		UNIFORM & ACCESSORIES	
					001-226-0230-4430	18.15
			024830162		UNIFORM & ACCESSORIES	
					001-226-0230-4430	27.83
			024830163		UNIFORM & ACCESSORIES	
					001-226-0230-4430	27.83
			024830164		UNIFORM & ACCESSORIES	
					001-226-0230-4430	28.84

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
232492	8/21/2023	887249 GALLS, LLC	(Continued)			
			024830165		UNIFORM & ACCESSORIES	
					001-226-0230-4430	27.83
			024902016		UNIFORM & ACCESSORIES	
					001-226-0230-4430	9.68
			024920714		UNIFORM & ACCESSORIES	
					001-226-0230-4430	61.23
			024920715		UNIFORM & ACCESSORIES	
					001-226-0230-4430	61.23
					Total :	**262.62**
232493	8/21/2023	101273 GARCIA, PATTY	REIMB.		FOOD-MOVIE NIGHT EVENT	
					004-2385	858.80
					Total :	**858.80**
232494	8/21/2023	894351 GARCIA, VICTORIA	AUG 2023		COMMISSIONER'S STIPEND	
					001-310-0000-4111	100.00
					Total :	**100.00**
232495	8/21/2023	101296 GEMINI GROUP L.L.C.	123-15135		2022 WATER QUALITY REPORTS (ENGI	
				12882	070-381-0000-4270	7,194.00
					Total :	**7,194.00**
232496	8/21/2023	894008 GMU PAVEMENT ENGINEERING	64189		ON CALL PAVEMENT DESIGN SERVICE	
				12811	032-311-0560-4600	1,220.00
					Total :	**1,220.00**
232497	8/21/2023	889352 GOMEZ, ADRIANA B.	AUG 2023		COMMISSIONER'S STIPEND	
					001-310-0000-4111	100.00
					Total :	**100.00**
232498	8/21/2023	892550 GOVEA, DAVID	REIMB.		ED. COMMISSION SCHOLARSHIP	
					001-420-0000-4450	50.00
					Total :	**50.00**
232499	8/21/2023	101376 GRAINGER, INC.	9755518124		PURCH OF MOBILE MODULAR MGMT E	
				12944	043-390-0000-4500	4,802.87

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
232499	8/21/2023	101376 101376 GRAINGER, INC.	(Continued)		Total :	4,802.87
232500	8/21/2023	893344 GRAND ELECTRICAL SUPPLY	201457		CONDUIT REPLACEMENTS	
					070-384-0000-4330	241.00
			201467		MATL'S FOR ELECTRICAL REPAIRS	
					070-384-0000-4330	48.29
					Total :	289.29
232501	8/21/2023	894407 GRAYBAR FINANCIAL SERVICES	15150249		VIOP MONTHLY LEASE PAYMENT-AUG'	
					001-190-0000-4220	1,214.40
					001-222-0000-4220	944.54
					001-420-0000-4220	404.80
					070-384-0000-4220	404.80
					Total :	2,968.54
232502	8/21/2023	894516 GREGORY, JEREMIAH THOMAS	1617416		FACILITY RENTAL DEP REFUND	
					001-2220	150.00
					Total :	150.00
232503	8/21/2023	894511 GRIDIRON TRAINING	000137		FTO WEBINAR REGISTRATION	
					001-225-0000-4360	520.00
					Total :	520.00
232504	8/21/2023	894512 GUILLEN, JEANETTE	REIMB.		MILEAGE REIMB	
					001-420-0000-4390	5.24
			REIMB.-2		MILEAGE REIMBURSEMENT	
					001-420-0000-4390	3.14
					Total :	8.38
232505	8/21/2023	894226 GUILLEN, YASMIN	REIMB.		FOOD-CLUB MNTHLY MTG & MILEAGE	
					004-2380	348.07
					001-420-0000-4390	1.70
			REIMB.-3		WATER-SR CLUB MNTHLY MTG	
					004-2380	27.18
					Total :	376.95
232506	8/21/2023	892445 GWMA	HTU-22-49		ADMIN & COST SHARING-INSTALL OF	
					001-310-0000-4270	554.43

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232506	8/21/2023	892445 892445 GWMA	(Continued)		Total :	554.43
232507	8/21/2023	101672 HANCHETT, NICHOLE	REIMB.		MOVING BLANKETS-HVAC PROJECT	
					001-222-0000-4300	98.44
					Total :	98.44
232508	8/21/2023	894471 HUBBARD-GUZMAN, INC.	001		JUI-JITSU TRAINING	
				12951	001-225-0000-4360	700.00
					Total :	700.00
232509	8/21/2023	893804 INDUSTRIAL SHOEWORKS	1100-1377816		SAFETY BOOTS	
					043-390-0000-4310	100.00
					Total :	100.00
232510	8/21/2023	893275 INTERWEST CONSULTING GROUP	89467		ON CALL BUILDING INSPECTION SERV	
				12940	001-140-0000-4270	4,675.00
					Total :	4,675.00
232511	8/21/2023	894478 JL GROUP, LLC	23018JL.1		INTERNAL INVESTIGATIONS	
				12968	001-112-0000-4270	18,462.25
			23019JL.2		INTERNAL INVESTIGATIONS	
				12968	001-112-0000-4270	778.00
			23029JK.1		INTERNAL INVESTIGATIONS	
				12968	001-112-0000-4270	625.00
			23037PO.1		INTERNAL INVESTIGATIONS	
				12968	001-112-0000-4270	4,510.31
					Total :	24,375.56
232512	8/21/2023	894268 JOE MAR POLYGRAPH &	2003-06-016		PRE-EMPLOYMENT POLYGRAPH SER'	
					001-222-0000-4270	250.00
					Total :	250.00
232513	8/21/2023	892118 JOHN ROBINSON CONSULTING, INC.	SF202001-41		UPPER RESERVOIR REPL CONSTR. M	
				12145	070-385-0716-4600	61,446.80
					Total :	61,446.80
232514	8/21/2023	893885 JOHNNY ALLEN TENNIS ACADEMY	JULY 2023		TENNIS PROGRAM	
				12962	017-420-1327-4260	206.50

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
232514	8/21/2023	893885 893885 JOHNNY ALLEN TENNIS ACADEMY	(Continued)		Total :	**206.50**
232515	8/21/2023	101764 KEYSTONE UNIFORM DEPOT	069608		UNIFORMS	
					001-225-0000-4300	1,278.17
					Total :	**1,278.17**
232516	8/21/2023	102007 L.A. COUNTY SHERIFFS DEPT.	233284BL		INMATE MEALS-MAY 2023	
				12771	001-225-0000-4350	374.99
			233674BL		INMATE MEALS-JUNE 2023	
				12771	001-225-0000-4350	581.64
					Total :	**956.63**
232517	8/21/2023	101971 L.A. MUNICIPAL SERVICES	004-750-1000-1		ELECTRIC-13003 BORDEN	
					070-384-0000-4210	1,096.35
			004-750-1000-2		ELECTRIC-13003 BORDEN	
					070-384-0000-4210	1,096.34
			494-750-1000-1		WATER 12900 DRONFIED WELL 4A	
					070-384-0000-4210	26.54
			494-750-1000-2		WATER 12900 DRONFIED WELL 4A	
					070-384-0000-4210	26.54
			500-750-1000-1		WATER-12900 DRONFIELD	
					070-384-0000-4210	52.25
			500-750-1000-2		WATER-12900 DRONFIELD	
					070-384-0000-4210	52.25
			594-750-1000-1		ELECTRIC-12900 DRONFIELD	
					070-384-0000-4210	1,653.11
			594-750-1000-2		ELECTRIC-12900 DRONFIELD	
					070-384-0000-4210	1,653.10
			657-750-1000-1		ELECTRIC & WATER-14060 SAYRE	
					070-384-0000-4210	1,959.17
			657-750-1000-2		ELECTRIC & WATER-14060 SAYRE	
					070-384-0000-4210	1,959.17
			694-750-1000-1		ELECTRIC & WATER - 13180 DRONFIEL	
					070-384-0000-4210	2,520.56
			694-750-1000-2		ELECTRIC & WATER - 13180 DRONFIEL	
					070-384-0000-4210	2,520.56
			993-750-1000-1		WATER-13003 BORDEN AVE	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
232517	8/21/2023	101971 L.A. MUNICIPAL SERVICES	(Continued)			
					070-384-0000-4210	3.80
			993-750-1000-2		WATER-13003 BORDEN AVE	
					070-384-0000-4210	3.79
					Total :	**14,623.53**
232518	8/21/2023	893292 LOCAL GOVERNMENT	625		SENATE BILL90 STATE MANDATED CO:	
				12963	001-130-0000-4270	1,750.00
					Total :	**1,750.00**
232519	8/21/2023	892477 LOWES	9747-01734		FANS-POLICE DEPARTMENT	
					043-390-0000-4300	831.98
			9747-01736		MISC SUPPLIES	
					043-390-0000-4300	8.08
			9754-61495		MISC SUPPLIES	
					070-383-0000-4310	37.36
			9754-72554		MISC SUPPLIES	
					070-383-0000-4310	113.65
					Total :	**991.07**
232520	8/21/2023	894255 MARINE CORPS LEAGUE OF THE	FY23-24		CIF-2023 MARINE CORPS BIRTHDAY B/	
					053-101-0107-4430	250.00
					Total :	**250.00**
232521	8/21/2023	894489 MARQUEZ, KENYA	REIMB.		FAIR HOUSING TRAINING	
					001-155-0000-4370	125.30
					Total :	**125.30**
232522	8/21/2023	102125 MARTINEZ, MARLENE	REIMB.		MILEAGE REIMB.-PROPERTY MANAGE	
					001-225-0000-4360	15.85
					Total :	**15.85**
232523	8/21/2023	892471 MATHESON TRI-GAS INC	0028098247		MISC TOOLS	
					070-383-0000-4340	1,951.66
					Total :	**1,951.66**
232524	8/21/2023	888242 MCI COMM SERVICE	7DK54968		MTA PHONE LINE	
					007-440-0441-4220	34.58

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
232524	8/21/2023	888242 888242 MCI COMM SERVICE	(Continued)		Total :	34.58
232525	8/21/2023	894221 MELTON, ERICA D.	23-38		PETTY CASH REIMBURSEMENT	
					001-105-0000-4300	24.62
					001-106-0000-4270	24.10
					017-420-1399-4300	120.49
					Total :	169.21
232526	8/21/2023	893343 MOHR, NICOLE	AUG 2023		COMMISSIONER'S STIPEND	
					001-310-0000-4111	100.00
					Total :	100.00
232527	8/21/2023	893934 MORA, JUAN LUIS	JULY-AUG 2023		CONSULTANT FOR BASEBALL INSTRU	
				12954	017-420-1330-4260	5,621.00
					Total :	5,621.00
232528	8/21/2023	893050 MORALES-RODRIGUEZ, CRISTAL	JUNE 2023		MARIACHI MASTER APPRENTICE PRG.	
				12869	109-424-3637-4260	180.00
					Total :	180.00
232529	8/21/2023	894004 MURILLO, NICHOLAS	REIMB.		K9 TRAINING SUPPLIES	
					001-225-0000-4270	199.34
			REIMB.		K-9 SUPPLIES	
					001-225-0000-4270	462.89
					Total :	662.23
232530	8/21/2023	892916 NADA BUS INC	51277		CHARTER BUS TRANSPORATION FOR	
				12778	007-440-0443-4260	1,507.50
					Total :	1,507.50
232531	8/21/2023	893348 NCSI	35948		BACKGROUND CHECK	
					017-420-1327-4260	18.50
					Total :	18.50
232532	8/21/2023	102324 NEGRETE, CONNIE	REIMB.		FOOD-TURF REPL WORKSHOP	
					001-150-0000-4300	32.69
					Total :	32.69

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
232533	8/21/2023	893405 NEW HORIZON	2328877		LP PHONE LINES-AUG 2023	
					001-420-0000-4220	469.83
					Total :	469.83
232534	8/21/2023	894030 NU-SALT LASER INTERNATIONAL	230706		LASER LIGHT SHOW FOR THE 4TH OF	
				12975	001-424-0000-4260	11,750.00
					Total :	11,750.00
232535	8/21/2023	894100 ODP BUSINESS SOLUTIONS , LLC	302582445001		OFFICE SUPPLIES	
					001-222-0000-4300	51.24
			317788104001		OFFICE SUPPLIES	
					001-222-0000-4300	44.04
			318996265001		TONER CARTRIDGE	
					070-383-0000-4300	200.64
			319023228001		TONER CARTRIDGE	
					070-383-0000-4300	251.36
			319768797001		OFFICE SUPPLIES	
					001-222-0000-4300	38.48
			319778884001		OFFICE SUPPLIES	
					001-222-0000-4300	39.68
			319991484001		OFFICE SUPPLIES	
					001-130-0000-4300	125.96
			320734187001		OFFICE SUPPLIES	
					001-222-0000-4300	22.46
			320737452001		OFFICE SUPPLIES	
					001-222-0000-4300	7.71
			320737464001		OFFICE SUPPLIES	
					001-222-0000-4300	22.03
			320737488001		OFFICE SUPPLIES	
					001-222-0000-4300	18.73
			321294855001		BREAK ROOM SUPPLIES	
					070-384-0000-4300	179.36
			321295332001		OFFICE SUPPLIES	
					070-384-0000-4300	44.46
			322193736001		OFFICE SUPPLIES	
					001-150-0000-4300	28.15
			322195295001		OFFICE SUPPLIES	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
232535	8/21/2023	894100 ODP BUSINESS SOLUTIONS , LLC	(Continued)			
					001-152-0000-4300	68.34
					001-150-0000-4300	36.38
			322195296001		OFFICE SUPPLIES	
					001-150-0000-4300	39.68
			322195298001		OFFICE SUPPLIES	
					001-150-0000-4300	55.11
			322673759001		OFFICE SUPPLIES	
					001-222-0000-4300	11.57
			322675444001		OFFICE SUPPLIES	
					001-222-0000-4300	56.67
			322679987001		OFFICE SUPPLIES	
					001-310-0000-4300	5.05
			322683553001		OFFICE SUPPLIES	
					001-310-0000-4300	5.78
			322683565001		OFFICE SUPPLIES	
					001-310-0000-4300	124.69
			322729245001		OFFICE SUPPLIES	
					001-222-0000-4300	118.50
			322778471001		OFFICE SUPPLIES	
					001-420-0000-4300	220.87
			323009278001		OFFICE SUPPLIES	
					001-422-0000-4300	366.70
			323027918001		OFFICE SUPPLIES	
					001-422-0000-4300	19.82
			323546236001		OFFICE SUPPLIES	
					001-310-0000-4300	159.40
			323548261001		OFFICE SUPPLIES	
					001-310-0000-4300	145.55
			323548265001		OFFICE SUPPLIES	
					001-310-0000-4300	88.16
			323548267001		OFFICE SUPPLIES	
					001-310-0000-4300	2.01
			323596605001		OFFICE SUPPLIES	
					043-390-0000-4300	73.69
			323664392001		OFFICE SUPPLIES	
					001-222-0000-4300	66.08

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
232535	8/21/2023	894100 ODP BUSINESS SOLUTIONS , LLC	(Continued)			
			324619789001		CREDIT-ITEM RETURNED	
					001-222-0000-4300	-44.04
			325317301001		OFFICE SUPPLIES	
					001-222-0000-4300	117.26
			325318828001		OFFICE SUPPLIES	
					001-222-0000-4300	63.12
					Total :	**2,874.69**
232536	8/21/2023	894024 ORTIZ ENTERPRISES, INC.	P16		SF REGIONAL PARK INFILTRATION PR(	
				12650	010-310-0645-4600	5,250.00
				12650	010-310-0620-4600	182,976.00
				12650	010-310-0764-4600	30,125.00
					010-2037	-10,917.55
					Total :	**207,433.45**
232537	8/21/2023	892360 PARKING COMPANY OF AMERICA	INVM0017867		PUBLIC TRANSPORTATION SERVICES-	
				12783	008-313-0000-4260	43,949.04
				12783	007-313-3630-4402	8,780.37
					Total :	**52,729.41**
232538	8/21/2023	894520 PARKS CHAPEL AME	FY23-24		CIF: BACKPACK GIVEAWAY	
					053-101-0113-4430	100.00
					Total :	**100.00**
232539	8/21/2023	894186 PAT-CHEM LABORATORIES	23F0770		WATER SAMPLING	
					070-384-0000-4260	756.00
					Total :	**756.00**
232540	8/21/2023	894290 PBLA BOOTH	90511677024943072		MMAP GRANT VIDEO	
					109-424-3637-4260	2,000.00
					Total :	**2,000.00**
232541	8/21/2023	890324 PEREZ MONTELONGO, JUAN	072023		REFEREE & SCOREKEEPER SERVICES	
				12956	017-420-1328-4260	3,286.00
					Total :	**3,286.00**
232542	8/21/2023	893933 PORTA-STOR	395737		MCB STORAGE BIN RENTAL	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
232542	8/21/2023	893933 PORTA-STOR	(Continued)			
					017-420-1330-4260	82.00
			400639		MCB STORAGE BIN RENTAL	
					017-420-1330-4260	82.00
					Total :	**164.00**
232543	8/21/2023	890536 PRUDENTIAL OVERALL SUPPLY	11006733-2		PW UNIFORM PURCHASE	
				12688	072-360-0000-4310	179.37
			11007154		PW UNIFORM PURCHASE	
				12688	072-360-0000-4310	224.62
			11008252		CITY LOGO POLO SHIRTS FOR STAFF	
					001-105-0000-4300	1,527.40
					Total :	**1,931.39**
232544	8/21/2023	893553 QUADIENT LEASING USA, INC	N10013040		POSTAGE MACHINE QRTLY LEASE PY	
				12966	001-190-0000-4280	1,331.41
					Total :	**1,331.41**
232545	8/21/2023	894306 QUENCH USA, INC.	INV06097730		DRINKING WATER	
					001-222-0000-4300	119.06
					Total :	**119.06**
232546	8/21/2023	102855 RIO HONDO COLLEGE	X23-84-ZSFN		ADVANCED OFFICERS COURSE	
					001-225-0000-4360	100.00
					Total :	**100.00**
232547	8/21/2023	893774 RJS WORK BOOTS LLC	101-26278		SAFETY BOOTS	
					072-360-0000-4310	196.11
			101-26403		SAFETY BOOTS	
					072-360-0000-4310	323.03
			101-26468		SAFETY BOOTS	
					041-320-0000-4310	366.83
					Total :	**885.97**
232548	8/21/2023	892708 ROYAL INDUSTRIAL SOLUTIONS	8901-1042156		REPL STREET LIGHT COBRA HEADS	
					027-344-0000-4300	2,227.19
					Total :	**2,227.19**

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
232549	8/21/2023	890362 RTB BUS LINE	23-250		BUS TRANSPORTATION FOR 3 ROUND	
				12958	007-440-0443-4260	2,396.00
					Total :	**2,396.00**
232550	8/21/2023	888382 SAHAGUN, JESUS	REIMB.		STATE WATER T2 CERT-PRE-REQUISIT	
					070-384-0000-4360	164.53
					Total :	**164.53**
232551	8/21/2023	103051 SAN FERNANDO POLICE	FY23-24		CIF: 2023 NATIONAL NIGHT OUT EVEN	
					053-101-0113-4430	500.00
					053-101-0104-4430	500.00
					053-101-0107-4430	500.00
					Total :	**1,500.00**
232552	8/21/2023	103184 SMART & FINAL	0011		ICE & WATER	
					001-222-0000-4300	28.24
			0011		ICE	
					001-222-0000-4300	18.16
			0079		SENIOR DANCE REFRESHMENTS	
					004-2346	126.06
			0080		DAY CAMP SUPPLIES	
					017-420-1399-4300	198.76
			0125		BREAK ROOM SUPPLIES	
					001-222-0000-4300	168.61
			0127		BREAK ROOM SUPPLIES	
					001-422-0000-4300	58.43
			0194		MOVIE NIGHT-POPCORN & DRINKS	
					004-2385	295.65
			0196		SENIOR CLUB REFRESHMENTS	
					004-2383	42.46
			0197		MOVIE NIGHT REFRESHMENTS	
					004-2385	258.07
			0200		DAY CAMP ACTIVITY ITEMS	
					017-420-1399-4300	140.83
			0201		MOVIE NIGHT REFRESHMENTS	
					004-2385	208.03
			0223		MOVIE NIGHT-POPCORN & DRINKS	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
232552	8/21/2023	103184 SMART & FINAL	(Continued)			
					004-2385	352.97
			0251		FOOD & DRINKS	
					001-222-0000-4300	54.06
			0252		FOOD & DRINKS	
					001-222-0000-4300	26.40
					Total :	**1,976.73**
232553	8/21/2023	103201 SO. CALIF. EDISON	7590503553		NEW STREET LIGHT-423 GRISWOLD	
					001-370-0301-4300	633.65
					Total :	**633.65**
232554	8/21/2023	894436 SOLORIO, FRANCISCO JAVIER	JUNE 2023		COMMISSIONER'S STIPEND	
					001-150-0000-4111	75.00
					Total :	**75.00**
232555	8/21/2023	103202 SOUTHERN CALIFORNIA EDISON CO.	600000512389		ELECTRIC - VARIOUS LOCATIONS	
					027-344-0000-4210	12,501.38
					029-335-0000-4210	3,744.62
					074-320-0000-4210	8,721.39
					070-384-0000-4210	25,370.01
					043-390-0000-4210	7,453.43
			700136176526		ELECTRIC-METER FOR MALL-MACLAY,	
					030-341-0000-4210	74.17
			700224888278		ELECTRIC-801 8TH	
					043-390-0000-4210	16.37
			700301226571		ELECTRIC-1117 2ND ST	
					043-390-0000-4210	21.43
			700360580265		ELECTRIC-910 FIRST	
					043-390-0000-4210	17,824.59
			700363532503-1		ELECTRIC-VARIOUS LOCATIONS	
					043-390-0000-4210	9,152.62
			700363532503-2		ELECTRIC-VARIOUS LOCATIONS	
					043-390-0000-4210	317.23
			700577150347		ELECTRIC-190 PARK	
					027-344-0000-4210	978.03

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
232555	8/21/2023	103202 103202 SOUTHERN CALIFORNIA EDISON CO.	(Continued)		**Total :**	**86,175.27**
232556	8/21/2023	103206 SOUTHERN CALIFORNIA GAS CO.	176-827-9776		NATURAL GAS-CNG STATION	
					074-320-0000-4402	7,824.36
					Total :	**7,824.36**
232557	8/21/2023	100532 STATE OF CALIFORNIA, DEPARTMENT OF JUS	665231		DOJ LIVESCAN FINGERPRINTING	
				12714	004-2386	2,631.00
				12714	001-222-0000-4270	128.00
					Total :	**2,759.00**
232558	8/21/2023	894130 SUNBURST UNIFORMS	1843		UNIFORMS FOR PD PERSONNEL	
				12698	001-222-0000-4300	12.87
			1845		UNIFORMS FOR PD PERSONNEL	
				12698	001-222-0000-4300	1,235.08
				12698	001-224-0000-4325	0.01
			1849		UNIFORMS FOR PD PERSONNEL	
				12698	001-222-0000-4325	188.46
			1858		UNIFORMS FOR PD PERSONNEL	
				12698	001-222-0000-4325	502.88
			1859		UNIFORMS FOR PD PERSONNEL	
				12698	001-230-0000-4325	682.28
			1870		UNIFORMS FOR PD PERSONNEL	
				12698	001-230-0000-4325	661.08
					Total :	**3,282.66**
232559	8/21/2023	893889 THE COUNSELING TEAM	87403		CRISIS INTERVENTION-PD	
					110-220-3644-4270	2,250.00
					Total :	**2,250.00**
232560	8/21/2023	101528 THE HOME DEPOT CRC, ACCT#603532202490	0103306		MISC SUPPLIES	
					070-383-0000-4310	160.61
			0113037		CONDUIT REPLACED-HUBBARD BOOS	
					070-384-0000-4310	359.58
			0221070		MISC ITEMS-ARROYO BOOSTER #1	
					070-384-0000-4310	6.76
			0350457		PARTS & MATL'S-SAMPLE STATION FO	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
232560	8/21/2023	101528 THE HOME DEPOT CRC, ACCT#603532202490	(Continued)			
					070-384-0000-4310	939.70
			0350458		SAFETY SUPPLIES	
					070-384-0000-4310	99.13
			0532611		MISC SUPPLIES	
					070-383-0000-4310	131.81
			062523		FINANCE CHARGES	
					070-381-0000-4300	305.87
			2014739		MATL'S- DEPUTY CITY MANAGER'S OF	
					001-107-0000-4300	52.82
			2127557		MISC SUPPLIES	
					070-383-0000-4310	152.16
			214636		ITEM RETURNED	
					070-384-0000-4310	-9.19
			4223704		BLOWERS	
					043-390-0000-4300	1,713.28
			4223705		BLOWERS RETURNED	
					043-390-0000-4300	-1,713.28
			4381926		MATL'S- DEPUTY CITY MANAGER'S OF	
					001-107-0000-4300	152.91
			4543202		MISC SUPPLIES	
					070-383-0000-4310	273.19
			4543231		MATL'S- DEPUTY CITY MANAGER'S OF	
					001-107-0000-4300	184.72
			6544177		MISC SUPPLIES	
					070-383-0000-4310	81.96
					Total :	**2,892.03**
232561	8/21/2023	103794 THE UNIVERSITY CORPORATION	110		GIS SERVICES FOR CITYWIDE PROJEC	
				12878	001-310-0000-4270	11,138.00
					Total :	**11,138.00**
232562	8/21/2023	101024 THE VALLEY ECONOMIC ALLIANCE	5377		FY23/24-ANNUAL MEMBERSHIP DUES	
					001-190-0000-4380	5,000.00
					Total :	**5,000.00**
232563	8/21/2023	892525 T-MOBILE	958769818		HOTSPOT & TABLET CONNECTIONS	

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
232563	8/21/2023	892525 T-MOBILE	(Continued)			
					001-420-0000-4220	29.40
					043-390-0000-4310	19.74
					Total :	**49.14**
232564	8/21/2023	888399 TORO ENTERPRISES INC.	16889		PACOIMA WASH BIKEWAY & PEDESTRI	
				12885	010-311-0551-4600	84,150.12
				12885	010-311-0549-4600	260,079.88
					010-2037	-17,211.50
					Total :	**327,018.50**
232565	8/21/2023	894514 TORRES, JEIRY	1617426		FACILITY RENTAL DEP REFUND	
					001-2220	150.00
					Total :	**150.00**
232566	8/21/2023	893504 TOWN HALL STREAMS, LLC	15030		STREAMING SERVICES-AUG'23	
					001-115-0000-4260	175.00
					Total :	**175.00**
232567	8/21/2023	103413 TRANS UNION LLC	07303991		CREDIT CHECK SERVICES	
					001-222-0000-4260	85.00
					Total :	**85.00**
232568	8/21/2023	892853 TREE PEOPLE	2		URBAN FOREST MANAGEMENT PLAN	
				12843	110-346-0838-4270	268.48
			3		URBAN FOREST MANAGEMENT PLAN	
				12843	110-346-0838-4270	28,327.00
					Total :	**28,595.48**
232569	8/21/2023	103503 U.S. POSTAL SERVICE, NEOPOST POSTAGE (	15122187		REIMBURSEMENT OF POSTAGE MACH	
					001-190-0000-4280	1,500.00
					Total :	**1,500.00**
232570	8/21/2023	103445 UNDERGROUND SERVICE ALERT	23-240402		CA STATE FEE-REGULATORY COSTS	
					070-381-0000-4260	40.64
			720230699		(36) SNF01 NEW TICKET CHARGES	
					070-381-0000-4260	71.25

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
232570	8/21/2023	103445 103445 UNDERGROUND SERVICE ALERT	(Continued)		Total :	111.89
232571	8/21/2023	103439 UPS	831954313		COURIER SERVICES	
					001-190-0000-4280	150.00
					Total :	150.00
232572	8/21/2023	893647 VALEO NETWORKS	22708		PO12864-VOIP SERVICES & INSTALL	
					121-135-3689-4500	81.00
			22710		VIRTUAL SERVER FOR LIVESCAN WITI	
				12888	121-135-3689-4260	304.50
					Total :	385.50
232573	8/21/2023	892794 VENEGAS, JULIAN	REIMB.		CERT COPY OF DEED RESTRICT FOR	
					001-424-0000-4300	139.75
					Total :	139.75
232574	8/21/2023	100101 VERIZON WIRELESS-LA	9939818274		MDT MODEMS-PD UNITS	
					001-222-0000-4220	337.28
			9940216551		PD CELL PHONE PLANS	
					001-222-0000-4220	177.54
					001-152-0000-4220	152.04
			9940508802		VARIOUS PHONE PLANS	
					001-222-0000-4220	567.39
					070-384-0000-4220	41.78
			9940520370		CITY YARD CELL PHONE PLANS	
					070-384-0000-4220	155.67
					043-390-0000-4220	25.95
					041-320-0000-4220	5.95
					072-360-0000-4220	56.08
			9940531866		PERSONNEL CELL PHONE PLANS	
					001-106-0000-4220	42.61
					070-384-0000-4220	56.04
					Total :	1,618.33
232575	8/21/2023	894235 WARRANT BUILDER	080823		ANNUAL SUBSCRIPTION	
					001-222-0000-4260	250.00
					Total :	250.00

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
232576	8/21/2023	888390 WEST COAST ARBORISTS, INC.	200740		ANNUAL CITY TREE TRIMMING SERVIC	
				12788	072-360-0000-4260	11,869.60
					Total :	11,869.60
232577	8/21/2023	890970 WEX BANK	90813920		FUEL FOR FLEET	
					041-320-0152-4402	165.08
					041-320-0221-4402	982.30
					041-320-0222-4402	195.09
					041-320-0224-4402	1,158.78
					041-320-0225-4402	5,822.95
					041-320-0228-4402	1,088.12
					041-320-0311-4402	1,622.00
					041-320-0320-4402	138.58
					041-320-0370-4402	567.69
					041-320-0390-4402	1,862.14
					029-335-0000-4402	150.00
					070-381-0000-4402	88.41
					070-382-0000-4402	291.47
					070-383-0000-4402	1,063.95
					070-384-0000-4402	552.25
					072-360-0000-4402	94.44
					Total :	15,843.25
232578	8/21/2023	891531 WILLDAN ENGINEERING	00337863		WELL 7A REGULATORY COMPLIANCE	
				12265	070-381-0000-4270	135.00
			00337870		ON-CALL ENGINEERING SERVICES	
				12814	023-384-0000-4270	5,078.50
			00418779		CONSTRUCTION MGMT FOR PACOIMA	
				12849	012-311-0551-4600	4,751.24
				12849	024-311-0551-4600	44,792.20
			00625761		ON-CALL ENGINEERING SERVICES	
				12814	001-310-0000-4270	2,072.00
			00625799		PREPARATION OF PS&E - GLENOAKS &	
				12980	024-371-0569-4600	1,555.50
			00625896		ON-CALL ENGINEERING SERVICES	
				12814	001-310-0000-4270	93.50
			00625897		ON-CALL ENGINEERING SERVICES	

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
232578	8/21/2023	891531 WILLDAN ENGINEERING	(Continued)			
				12814	001-310-0000-4270	4,005.50
			00625955		ON-CALL ENGINEERING SERVICES	
				12814	012-311-0565-4600	465.50
				12814	025-311-0565-4600	8,538.00
					Total :	**71,486.94**
232579	8/21/2023	894513 ZUBIA, SUSAN	PW2302627		ENCROACHMENT PERMIT REFUND	
					001-3730-0000	99.96
					Total :	**99.96**

139 Vouchers for bank code : bank3 **Bank total : 1,529,091.13**

139 Vouchers in this report **Total vouchers : 1,529,091.13**

Voucher Registers are not final until approved by Council.

SPECIAL CHECK

EXHIBIT "A"
RES. NO. 23-082

vchlist **Voucher List** **Page: 1**
08/02/2023 1:20:15PM **CITY OF SAN FERNANDO**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
232429	8/2/2023	101586 ICRMA	4333		2023/2024 PREMIUMS	
					006-190-0000-4830	1,510,771.00
					006-190-0000-4240	444,040.00
					006-190-0000-4830	9,403.00
					006-190-0000-4240	4,209.65
			4351		LIAB PRG ASS YR 7 OF 10-YR INSTALL	
					006-2303	81,056.99
					Total :	**2,049,480.64**

1 Vouchers for bank code : bank3 **Bank total : 2,049,480.64**

1 Vouchers in this report **Total vouchers : 2,049,480.64**

Voucher Registers are not final until approved by Council.

SPECIAL CHECKS

EXHIBIT "A"
RES. NO. 23-082

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
232430	8/3/2023	103596 CALIFORNIA VISION SERVICE PLAN	DEMAND		VISION INS BENEFITS - AUGUST 2023	
					001-1160	1,947.49
					Total :	**1,947.49**
232431	8/3/2023	103648 CITY OF SAN FERNANDO	PR 8/4/23		REIMB FOR PAYROLL W/E 7/28/23	
					001-1003	580,884.65
					007-1003	2,258.54
					017-1003	15,731.22
					027-1003	2,348.74
					029-1003	2,602.38
					030-1003	4,156.93
					041-1003	8,219.52
					043-1003	18,173.11
					070-1003	54,069.21
					072-1003	12,209.64
					094-1003	1,058.98
					Total :	**701,712.92**
232432	8/3/2023	891230 DELTA DENTAL INSURANCE COMPANY	DEMAND		DENTAL INS BENEFITS - AUGUST 2023	
					001-1160	167.40
					Total :	**167.40**
232433	8/3/2023	890907 DELTA DENTAL OF CALIFORNIA	DEMAND		DENTAL INS BENEFITS - AUGUST 2023	
					001-1160	10,056.64
					Total :	**10,056.64**
232434	8/3/2023	887627 STANDARD INSURANCE	DEMAND		LIFE/AD&D INS BENEFITS - AUGUST 20	
					001-1160	4,845.15
					Total :	**4,845.15**

5 Vouchers for bank code : bank3 **Bank total : 718,729.60**

5 Vouchers in this report **Total vouchers : 718,729.60**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount

Voucher Registers are not final until approved by Council.

SPECIAL CHECK

EXHIBIT "A"
RES. NO. 23-082

vchlist
08/03/2023 10:52:24AM

Voucher List
CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
232435	8/4/2023	102519 P.E.R.S.	AUG 2023		HEALTH INS BENEFITS - AUG 2023	
					001-1160	157,014.66
					Total :	**157,014.66**

1 Vouchers for bank code : bank3 **Bank total : 157,014.66**

1 Vouchers in this report **Total vouchers : 157,014.66**

Voucher Registers are not final until approved by Council.

SPECIAL CHECKS

EXHIBIT "A"
RES. NO. 23-082

vchlist
08/08/2023 3:40:29PM

Voucher List
CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
232436	8/8/2023	894150 MORA-ZAMORA, ERENDIRA	AUG 2023		MUSICAL ENTERTAINMENT FOR (2) SE	
				12964	004-2380	1,200.00
					Total :	**1,200.00**
232437	8/8/2023	894317 NEBLINA ENTERTAINMENT LLC	905-FINAL		MUSIC ENTERTAINMENT FOR CONCEF	
				12965	001-424-0000-4260	4,500.00
					Total :	**4,500.00**
232438	8/8/2023	103557 VASQUEZ & COMPANY LLP	2230378-IN		FY21/22 AUDIT SERVICES-FINAL ACCT	
				12813	001-130-0000-4270	4,750.00
				12813	070-381-0000-4270	125.00
				12813	072-360-0000-4270	125.00
					Total :	**5,000.00**

3 Vouchers for bank code : bank3 **Bank total : 10,700.00**

3 Vouchers in this report **Total vouchers : 10,700.00**

Voucher Registers are not final until approved by Council.

SPECIAL CHECKS

EXHIBIT "A"
RES. NO. 23-082

vchlist
08/10/2023 12:32:32PM

Voucher List
CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
232439	8/9/2023	894462 ACOSTA & SONS SEWER CONTRACTOR	1780		1425 GRIFFITH - SEWER LATERAL	
				12924	072-360-0000-4260	49,475.00
					072-2037	-2,473.75
					Total :	**47,001.25**
232440	8/9/2023	894285 CT&T CONCRETE PAVING INC	CT6460		GLENOAKS PEDESTRIAN FENCING	
				12822	025-311-0565-4600	62,680.00
				12822	012-311-0565-4600	19,877.50
					025-2037	-3,134.00
					012-2037	-993.88
					Total :	**78,429.62**

2 Vouchers for bank code : bank3 **Bank total : 125,430.87**

2 Vouchers in this report **Total vouchers : 125,430.87**

Voucher Registers are not final until approved by Council.

SPECIAL CHECKS

EXHIBIT "A"
RES. NO. 23-082

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
232186	8/1/2023	100286 BAKER, BEVERLY	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	148.68
					Total :	**148.68**
232187	8/1/2023	100916 DEIBEL, PAUL	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	269.02
					Total :	**269.02**
232188	8/1/2023	894378 GARCIA, BERTHA	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	603.64
					Total :	**603.64**
232189	8/1/2023	101781 KISHITA, ROBERT	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	132.25
					Total :	**132.25**
232190	8/1/2023	101926 LILES, RICHARD	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	269.02
					Total :	**269.02**
232191	8/1/2023	102126 MARTINEZ, MIGUEL	23-Aug		CALPERS HEALTH REIMB	
					070-180-0000-4127	603.64
					Total :	**603.64**
232192	8/1/2023	891031 ORTEGA, JIMMIE	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	269.02
					Total :	**269.02**
232193	8/1/2023	891354 RAMIREZ, ROSALINDA	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	132.25
					Total :	**132.25**
232194	8/1/2023	102940 RUIZ, RONALD	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	587.29
					Total :	**587.29**
232195	8/1/2023	892782 TIGHE, DONNA	23-Aug		CALPERS HEALTH REIMB	

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
232195	8/1/2023	892782 TIGHE, DONNA	(Continued)			
					001-180-0000-4127	132.25
					Total :	**132.25**

10 Vouchers for bank code : bank3 **Bank total : 3,147.06**

10 Vouchers in this report **Total vouchers : 3,147.06**

Voucher Registers are not final until approved by Council.

SPECIAL CHECKS

EXHIBIT "A"
RES. NO. 23-082

vchlist
07/27/2023 12:37:11PM

Voucher List
CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
232196	8/1/2023	894452 ABDALLAH, MARIA G.	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,912.44
					Total :	**1,912.44**
232197	8/1/2023	100091 AGORICHAS, JOHN	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	269.02
					Total :	**269.02**
232198	8/1/2023	891039 AGUILAR, JESUS	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	415.50
					Total :	**415.50**
232199	8/1/2023	100104 ALBA, ANTHONY	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	689.04
					Total :	**689.04**
232200	8/1/2023	891011 APODACA-GRASS, ROBERTA	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	269.02
					Total :	**269.02**
232201	8/1/2023	100260 AVILA, FRANK	23-Aug		CALPERS HEALTH REIMB	
					041-180-0000-4127	1,358.28
					Total :	**1,358.28**
232202	8/1/2023	100306 BARNARD, LARRY	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	879.00
					Total :	**879.00**
232203	8/1/2023	100346 BELDEN, KENNETH M.	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,342.00
					Total :	**1,342.00**
232204	8/1/2023	892233 BUZZELL, CAROL	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	148.68
					Total :	**148.68**
232205	8/1/2023	891350 CALZADA, FRANK	23-Aug		CALPERS HEALTH REIMB	

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Voucher List
CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
232205	8/1/2023	891350 CALZADA, FRANK	(Continued)			
					001-180-0000-4127	448.36
					Total :	**448.36**
232206	8/1/2023	100642 CASTRO, RICO	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,834.18
					Total :	**1,834.18**
232207	8/1/2023	103816 CHAVEZ, ELENA	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	587.29
					Total :	**587.29**
232208	8/1/2023	100752 COLELLI, CHRISTIAN	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,811.06
					Total :	**1,811.06**
232209	8/1/2023	891014 CREEKMORE, CASIMIRA	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	269.02
					Total :	**269.02**
232210	8/1/2023	893711 DAVIS, JAMES	23-Aug		CALPERS HEALTH REIMB	
					072-180-0000-4127	1,534.22
					Total :	**1,534.22**
232211	8/1/2023	100913 DECKER, CATHERINE	23-Aug		CALPERS HEALTH REIMB	
					070-180-0000-4127	269.02
					Total :	**269.02**
232212	8/1/2023	100925 DELGADO, RALPH	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	448.36
					Total :	**448.36**
232213	8/1/2023	101667 DIAZ, EVELYN	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	784.00
					Total :	**784.00**
232214	8/1/2023	100960 DIEDIKER, VIRGINIA	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	269.02

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Voucher List
CITY OF SAN FERNANDO

Page: 3

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
232214	8/1/2023	100960 100960 DIEDIKER, VIRGINIA	(Continued)		Total :	269.02
232215	8/1/2023	100996 DRAKE, JOYCE	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	269.02
					Total :	269.02
232216	8/1/2023	100995 DRAKE, MICHAEL	23-Aug		CALPERS HEALTH REIMB	
					072-180-0000-4127	134.51
					070-180-0000-4127	134.51
					Total :	269.02
232217	8/1/2023	100997 DRAPER, CHRISTOPHER	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,811.06
					Total :	1,811.06
232218	8/1/2023	101044 ELEY, JEFFREY	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,949.00
					Total :	1,949.00
232219	8/1/2023	891040 FISHKIN, RIVIAN	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	132.25
					Total :	132.25
232220	8/1/2023	101178 FLORES, ADRIAN	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,325.58
					Total :	1,325.58
232221	8/1/2023	101182 FLORES, MIGUEL	23-Aug		CALPERS HEALTH REIMB	
					043-180-0000-4127	1,325.58
					Total :	1,325.58
232222	8/1/2023	892103 GAJDOS, BETTY	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	132.25
					Total :	132.25
232223	8/1/2023	891351 GARCIA, DEBRA	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,856.80

vchlist
07/27/2023 12:37:11PM

Voucher List
CITY OF SAN FERNANDO

Page: 4

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
232223	8/1/2023	891351 891351 GARCIA, DEBRA	(Continued)		Total :	1,856.80
232224	8/1/2023	101281 GARIBAY, SAUL	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	2,280.31
					Total :	2,280.31
232225	8/1/2023	101318 GLASGOW, KEVIN	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,811.06
					Total :	1,811.06
232226	8/1/2023	891020 GLASGOW, ROBERT	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	314.00
					Total :	314.00
232227	8/1/2023	101333 GODINEZ, FRAZIER C.	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,768.55
					Total :	1,768.55
232228	8/1/2023	101409 GUERRA, LAUREN E	23-Aug		CALPERS HEALTH REIMB	
					072-180-0000-4127	587.29
					Total :	587.29
232229	8/1/2023	891021 GUIZA, JENNIE	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	269.02
					Total :	269.02
232230	8/1/2023	102896 GUZMAN, ROSA	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	587.29
					Total :	587.29
232231	8/1/2023	891352 HADEN, SUSANNA	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	603.64
					Total :	603.64
232232	8/1/2023	101440 HALCON, ERNEST	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,342.00
					Total :	1,342.00

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Voucher List
CITY OF SAN FERNANDO

Page: 5

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
232233	8/1/2023	891918 HARTWELL, BRUCE	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	689.04
					Total :	689.04
232234	8/1/2023	101465 HARVEY, DAVID	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	132.25
					Total :	132.25
232235	8/1/2023	101466 HARVEY, DEVERY MICHAEL	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,217.00
					Total :	1,217.00
232236	8/1/2023	101471 HASBUN, NAZRI A.	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	587.29
					Total :	587.29
232237	8/1/2023	891023 HATFIELD, JAMES	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	689.04
					Total :	689.04
232238	8/1/2023	892104 HERNANDEZ, ALFONSO	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	689.04
					Total :	689.04
232239	8/1/2023	891024 HOOKER, RAYMOND	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	269.02
					Total :	269.02
232240	8/1/2023	893616 HOUGH, LOIS	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	148.68
					Total :	148.68
232241	8/1/2023	101597 IBRAHIM, SAMIR	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	415.50
					Total :	415.50
232242	8/1/2023	101694 JACOBS, ROBERT	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	879.00

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Voucher List
CITY OF SAN FERNANDO

Page: 6

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
232242	8/1/2023	101694 101694 JACOBS, ROBERT	(Continued)		Total :	879.00
232243	8/1/2023	892105 KAHMANN, ERIC	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	415.50
					Total :	415.50
232244	8/1/2023	101786 KLOTZSCHE, STEVEN	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	448.36
					Total :	448.36
232245	8/1/2023	891866 KNIGHT, DONNA	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	123.03
					Total :	123.03
232246	8/1/2023	892929 LEWIS, WANDA	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	269.02
					Total :	269.02
232247	8/1/2023	891043 LIEBERMAN, LEONARD	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	132.25
					Total :	132.25
232248	8/1/2023	101933 LITTLEFIELD, LESLEY	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	269.02
					Total :	269.02
232249	8/1/2023	102045 LLAMAS-RIVERA, MARCOS	23-Aug		CALPERS HEALTH REIMB	
					070-180-0000-4127	1,361.42
					Total :	1,361.42
232250	8/1/2023	102059 MACK, MARSHALL	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	587.29
					Total :	587.29
232251	8/1/2023	891010 MAERTZ, ALVIN	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	397.06
					Total :	397.06

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Voucher List
CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
232252	8/1/2023	888037 MARTINEZ, ALVARO	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	2,772.96
					Total :	2,772.96
232253	8/1/2023	102206 MILLER, WILMA	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	269.02
					Total :	269.02
232254	8/1/2023	102212 MIRAMONTES, MONICA	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	555.22
					Total :	555.22
232255	8/1/2023	102232 MIURA, HOWARD	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	269.02
					Total :	269.02
232256	8/1/2023	892106 MONTAN, EDWARD	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	148.68
					Total :	148.68
232257	8/1/2023	102365 NAVARRO, RICARDO A	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	448.36
					Total :	448.36
232258	8/1/2023	102473 ORDELHEIDE, ROBERT	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,878.60
					Total :	1,878.60
232259	8/1/2023	102483 OROZCO, ELVIRA	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	148.68
					Total :	148.68
232260	8/1/2023	102486 ORSINI, TODD	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	2,039.79
					Total :	2,039.79
232261	8/1/2023	102569 PARKS, ROBERT	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,949.00

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Voucher List
CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
232261	8/1/2023	102569 102569 PARKS, ROBERT	(Continued)		Total :	1,949.00
232262	8/1/2023	102580 PATINO, ARMANDO	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,949.00
					Total :	1,949.00
232263	8/1/2023	102527 PISCITELLI, ANTHONY	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	448.36
					Total :	448.36
232264	8/1/2023	891033 POLLOCK, CHRISTINE	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	314.00
					Total :	314.00
232265	8/1/2023	102735 QUINONEZ, MARIA	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,358.28
					Total :	1,358.28
232266	8/1/2023	891034 RAMSEY, JAMES	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	852.90
					Total :	852.90
232267	8/1/2023	102864 RIVETTI, DOMINICK	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	879.00
					Total :	879.00
232268	8/1/2023	102936 RUELAS, MARCO	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,856.80
					Total :	1,856.80
232269	8/1/2023	891044 RUSSUM, LINDA	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	132.25
					Total :	132.25
232270	8/1/2023	103005 SALAZAR, TONY	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,325.58
					Total :	1,325.58

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Voucher List
CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
232271	8/1/2023	103118 SENDA, OCTAVIO	23-Aug		CALPERS HEALTH REIMB	
					043-180-0000-4127	1,768.55
					Total :	1,768.55
232272	8/1/2023	892107 SHANAHAN, MARK	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	415.50
					Total :	415.50
232273	8/1/2023	891035 SHERWOOD, NINA	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	269.02
					Total :	269.02
232274	8/1/2023	103175 SKOBIN, ROMELIA	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,272.92
					Total :	1,272.92
232275	8/1/2023	893677 SOLIS, MARGARITA	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	517.13
					Total :	517.13
232276	8/1/2023	103220 SOMERVILLE, MICHAEL	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,449.00
					Total :	1,449.00
232277	8/1/2023	103394 TORRES, RACHEL	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	269.02
					Total :	269.02
232278	8/1/2023	889588 UFANO, VIRGINIA	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	132.25
					Total :	132.25
232279	8/1/2023	103516 VAIRO, ANTHONY	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,449.00
					Total :	1,449.00
232280	8/1/2023	888417 VALDIVIA, LAURA	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	269.02

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Voucher List
CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
232280	8/1/2023	888417 888417 VALDIVIA, LAURA	(Continued)		Total :	269.02
232281	8/1/2023	103550 VANICEK, JAMES	23-Aug		CALPERS HEALTH REIMB	
					070-180-0000-4127	1,358.28
					Total :	1,358.28
232282	8/1/2023	103562 VASQUEZ, JOEL	23-Aug		CALPERS HEALTH REIMB	
					070-180-0000-4127	1,949.00
					Total :	1,949.00
232283	8/1/2023	888562 VILLALPANDO, SEBASTIAN FRANK	23-Aug		CALPERS HEALTH REIMB	
					070-180-0000-4127	415.50
					Total :	415.50
232284	8/1/2023	103692 VILLALVA, FRANCISCO	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,768.55
					Total :	1,768.55
232285	8/1/2023	891038 WAITE, CURTIS	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	689.04
					Total :	689.04
232286	8/1/2023	103612 WALKER, MICHAEL	23-Aug		CALPERS HEALTH REIMB	
					027-180-0000-4127	210.90
					Total :	210.90
232287	8/1/2023	103620 WARREN, DALE	23-Aug		CALPERS HEALTH REIMB	
					072-180-0000-4127	132.25
					Total :	132.25
232288	8/1/2023	891036 WATT, DAVID	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	689.04
					Total :	689.04
232289	8/1/2023	893690 WATTS, STEVE M.	23-Aug		CALPERS HEALTH REIMB	
					072-180-0000-4127	886.89
					Total :	886.89

SPECIAL CHECKS

EXHIBIT "A"
RES. NO. 23-082

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
232290	8/1/2023	891037 WEBB, NANCY	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	269.02
					Total :	**269.02**
232291	8/1/2023	103643 WEDDING, JEROME	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	689.04
					Total :	**689.04**
232292	8/1/2023	103727 WYSBEEK, DOUDE	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	269.02
					Total :	**269.02**
232293	8/1/2023	103737 YNIGUEZ, LEONARD	23-Aug		CALPERS HEALTH REIMB	
					001-180-0000-4127	689.04
					Total :	**689.04**

98 Vouchers for bank code : bank3 — **Bank total : 81,312.52**

98 Vouchers in this report — **Total vouchers : 81,312.52**

Voucher Registers are not final until approved by Council.

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

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

Date: August 21, 2023

Subject: Consideration to Adopt a Resolution Setting the Property Tax Rate Required to Meet the City's Obligation to the California Public Employees' Retirement System for Fiscal Year 2023-2024

RECOMMENDATION:

It is recommended that the City Council:

a. Adopt Resolution No. 8256 (Attachment "A") establishing the amount necessary to be raised by taxation for the City's annual payment to the California Public Employees' Retirement System;

b. Fix the property tax rate for Fiscal Year (FY) 2023-2024 at $0.187613 per $100 of assessed valuation; and

c. Levy that tax rate upon all taxable property in the City.

BACKGROUND:

1. On April 9, 1946, the voters of the City of San Fernando (City) approved a ballot measure authorizing an ad valorem property tax rate to raise the funds necessary to pay the City's annual obligation to the California Public Employees' Retirement System (CalPERS) for the retirement benefits of City employees.

2. In 1980, the Legislature adopted California Revenue and Taxation Code Section 93, which authorized local agencies to levy ad valorem property taxes equal to the amount needed to make annual payments for the interest and principal on indebtedness approved by the voters prior to July 1, 1978 (i.e., prior to the effective date of Proposition 13).

3. In FY 1982-1983, the City levied an ad valorem property tax rate of $0.28420 for each $100 of assessed value on all property in the City subject to taxation (Resolution No. 5252, adopted August 18, 1982) to pay the City's annual CalPERS obligation.

4. In FY 1983-1984, the City levied an ad valorem property tax rate of $0.26420 for each $100 of assessed value on all property in the City subject to taxation (Resolution No. 5326, adopted August 15, 1983) to pay the City's annual CalPERS obligation.

5. In 1985, the Legislature adopted Revenue and Taxation Code Section 96.31, which authorized a jurisdiction to continue to impose an ad valorem property tax levy to make payments in support of pension programs, provided: 1) it was approved by voters prior to July 1, 1978, and 2) the jurisdiction imposed the property tax levy in either FY 1982-1983 or FY 1983-1984.

6. Section 96.31 further provided a cap on the tax rate that a jurisdiction may levy; specifically, the tax rate may not exceed the rate imposed by that jurisdiction in the 1982-1983 or 1983-1984 fiscal years, pursuant to a budget resolution adopted on or before July 1, 1983. Therefore, because the City adopted its FY 1983-1984 Resolution on August 15, 1983, the maximum rate it can levy is $0.28420 for each $100 of assessed property value, which rate was established in FY 1982-1983.

7. The ad valorem property tax rate levied on all taxable property to fund the City's CalPERS obligation in FY 2022-2023 was $0.190332 per $100 of assessed valuation.

ANALYSIS:

Each year, the City must establish a property tax levy to be used to pay the City's obligation to CalPERS for employee pension benefits. The tax rate that levied cannot exceed $0.28420 per $100 of assessed value and may only be used to fund the value of benefits attributable to benefits contracted for or effective before July 1, 1978. The value of pension benefit enhancements since July 1, 1978 must be funded through sources other than the pension tax (i.e., Enterprise Funds, Special Funds, General Fund, employee contributions, etc.).

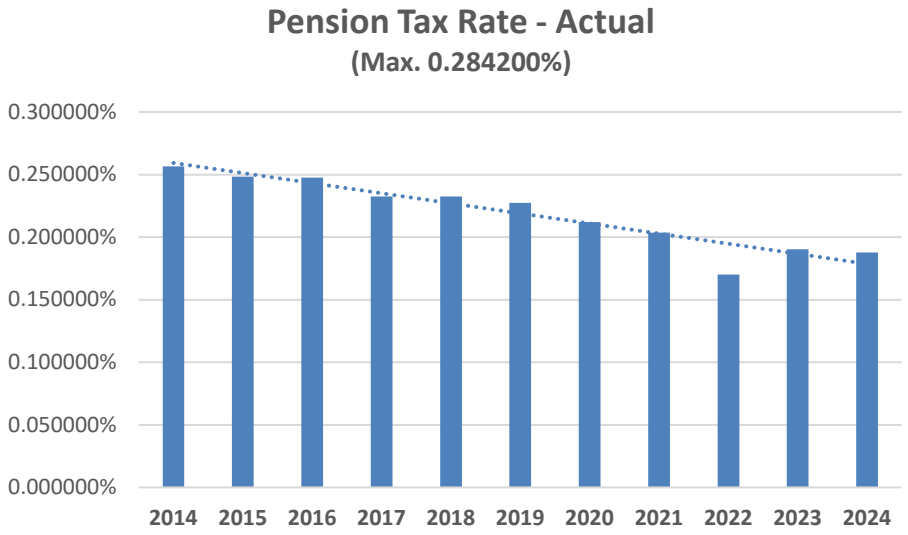
The Los Angeles County Assessor has recently released their Statement of Values for FY 2023-2024 (Attachment "B"). The total preliminary Assessed Value for San Fernando is $2,597,032,578 (8.4% increase from FY 2022-2023). This increase in valuation allows the City Council to decrease the tax by 1.4% from the current rate of $0.190332 to $0.187613.

BUDGET IMPACT:

The City's ad valorem property tax is dedicated to fund pension obligations and is critical to the long-term financial stability of the City. Most cities in California do not have a revenue stream dedicated to pay pension costs and must use General Funds to meet their pension obligation. Continuing to manage this tax responsibly ensures a long-term, non-General Fund revenue stream to pay employee pension costs.

Annual fluctuations are expected contingent upon valuation rates and employee costs. Due to the strong growth in assessed values in San Fernando in FY 2022-2023, continued employee pension contributions through labor negotiations, and decreased costs resulting from refinancing through issuance of the Pension Obligation Bonds, the City Council can decrease the Pension Tax by 1.4% from last year's levy. This will sufficiently fund the approximately $4.9 million needed to cover 80% of the City's projected CalPERS costs for FY 2023-2024 at 34.0% lower than the maximum allowable rate.

In FY 2022-2023, a residential property valued at $500,000 would have paid approximately $952 in property taxes. Based on the new fiscal year 2023-2024 preliminary assessed values and proposed rate, a residential property valued at the same rate would pay $958. [1]



[1] Residents will pay $187.61 per $100,000 of assessed value in FY 2023-2024 compared to $190.33 per $100,000 of assessed value in FY 2022-2023.

CONCLUSION:

The Los Angeles County Auditor Controller requires the City Council to adopt a resolution establishing the tax rate on an annual basis. This information must be submitted by August 21, 2023, to allow the levy to be placed on the current tax bills.

Adoption of Resolution No. 8256 will fix the property tax rate at $0.187613 per $100 of assessed value and will be used to fund the appropriate portion of the City's total annual CalPERS obligation, which is estimated at $4.9 million for FY 2023-2024.

ATTACHMENTS:

A. Resolution No. 8256, including:
   Exhibit 1: FY 2023-2024 Calculation of Property Tax for City's Obligation to the CalPERS
B. Fiscal Year 2023-2024 Assessed Valuation and Tax Rate Input Forms (August 7, 2023)

ATTACHMENT "A"

RESOLUTION NO. 8256

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, FIXING A TAX RATE AND LEVYING TAXES FOR FISCAL YEAR (FY) 2023-2024 ON PROPERTY WITHIN THE CITY FOR THE OBLIGATION OF THE CITY TO THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM FOR THE RETIREMENT BENEFITS OF CITY EMPLOYEES, AUTHORIZED AT AN ELECTION HELD ON APRIL 9, 1946

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

SECTION 1: On April 9, 1946, the voters of the City of San Fernando ("City") approved a ballot measure authorizing the levying of an additional property tax rate to raise the funds necessary to pay for the annual obligation of the City to the California Public Employees' Retirement System ("PERS") for the retirement benefits of City employees.

SECTION 2: California Revenue and Taxation Code Section 96.31(a) provides that for FY 1985-1986 and each fiscal year thereafter, a jurisdiction may impose a property tax rate to make payments in support of pension programs approved by the voters before July 1, 1978, provided that the jurisdiction imposed the property tax rate in FY 1982-1983 or FY 1983-1984. Revenue and Taxation Code Section 96.31(b) provides that the tax rate imposed by a jurisdiction pursuant to Section 96.31(a) may not exceed the rate imposed by that jurisdiction in FY 1982-1983 or FY 1983-1984.

SECTION 3: For FY 1982-1983, in order to pay for the City's annual PERS obligation, the City imposed the property tax rate of $0.28420 for each one hundred dollars ($100.00) of assessed value of all property in the City subject to taxation (Resolution No. 5252). For FY 1983-1984, in order to pay for the City's annual PERS obligation, the City imposed the property tax rate of $0.26420 for each one hundred dollars ($100.00) of assessed value of all property in the City subject to taxation (Resolution No. 5326). Pursuant to California Revenue and Taxation Code Section 96.31(b), the City is authorized to impose a maximum tax rate of $0.28420 for each $100 of assessed property value, which is the property tax rate imposed by the City in FY 1982-1983.

SECTION 4: As set forth in Exhibit "1" to this Resolution, which is attached hereto and incorporated herein by this reference, the City Council has determined and fixed the sum of $4,872,365 as the amount of revenue from property taxes necessary to pay the City's PERS obligation for FY 2023-2024.

SECTION 5: Pursuant to Exhibit "1" to this Resolution, the City Council hereby fixes the tax rate of the City of San Fernando for FY 2022-2023 at $0.187613 and hereby levies such tax in that amount upon each one hundred dollars ($100.00) of property value of all property in the City subject to taxation, using as a basis the value of such property as assessed and equalized in a manner prescribed by law.

SECTION 6: The City Clerk is directed to transmit immediately to the Los Angeles County Auditor-Controller a certified copy of this Resolution, together with a statement of the tax rate fixed herein.

SECTION 7: The City Clerk shall certify to the adoption to this Resolution, which shall be in full force and effect immediately upon its adoption.

PASSED, APPROVED, AND ADOPTED THIS 21st day of August, 2023.

_____

Celeste T. Rodriguez, Mayor of the City of San Fernando, California

ATTEST:

_____

Julia Fritz, City Clerk

RES. NO. 8256

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8256 which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 21st day of August, 2023, by the following vote of the City Council:

AYES:

NAYS:

ABSENT:

ABSTAINED:

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

_____

Julia Fritz, City Clerk

RES. NO. 8256
EXHIBIT "1"

City of San Fernando

FY 2023-2024 Calculation of Property Tax for City's Obligation to the California Public Employee's Retirement System

The following calculations are based on the assessed valuation figures received from the Los Angeles County Assessor for tax areas 240.01 through 240.07.

Assessed Valuation General City Area (240.01)	$2,451,644,148
Assessed Valuation RP Area #1 (240.02)	$5,155,899
Assessed Valuation RP Area #2 (240.03)	$6,194,611
Assessed Valuation Civic Center (240.04)	$9,725,484
Assessed Valuation Civic Center '84 Annex (240.05)	$114,763,974
Assessed Valuation RP #1 '89 Annex (240.06)	$4,349,063
Assessed Valuation RP Area #4 '95 Annex (240.07)	$5,199,399
Total Retirement Assessed Valuation	**$2,597,032,578**
Estimated Retirement Cost (FY 2023-24 Budget)	$6,125,723
Amount Charged to Other Funds	($1,153,358)
Less Employee Contributions	($100,000)
Funding Required (FY 2023-2024)	**$4,872,365**
Max funding per actuarial determination (80%)**	**$4,900,578**
Funding Rate per $100 of Assessed Value (Funding Required/Total Retirement AV)*100	**$0.187613**
Maximum Funding Rate Allowed*	$0.284200

Notes:

*The Funding Rate required is $0.187613;The City is authorized to impose a maximum amount of $0.284200 per Revenue and Taxation Code Section 96.31.

**In August 2019, the City received an Actuarial Study estimating the current value of pension benefits provided in 1978, prior to voter approval of Proposition 13, which limited the amount the City's Pension Tax can fund to the current value of pension benefits provided in 1978.

ATTACHMENT "B"

COUNTY OF LOS ANGELES
DEPARTMENT OF AUDITOR-CONTROLLER

PROPERTY TAX APPORTIONMENT DIVISION
KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET, ROOM 484
LOS ANGELES, CALIFORNIA 90012-3554

OSCAR VALDEZ
AUDITOR-CONTROLLER

ASSISTANT AUDITOR-CONTROLLERS

MAJIDA ADNAN
ROBERT G. CAMPBELL
CONNIE YEE

August 7, 2023

All Taxing Agencies
County of Los Angeles

Attention: Treasurer or Finance Director

FISCAL YEAR (FY) 2023-24 ASSESSED VALUATION AND TAX RATE INPUT FORMS

Enclosed are the FY 2023-24 assessed valuation statements for your taxing agency and our standard CR52 Report A input form for this fiscal year. To assist you in establishing your tax rates, also included is an information sheet indicating the FY 2022-2023 unitary and pipeline revenue paid to your agency. This represents your agency's proportionate share of the tax revenue generated from the FY 2022-2023 countywide unitary values assessed by the State and pipeline values assessed by the County.

The CR52 Report A input form along with a copy of your resolution must be completed and returned by August 21, 2023. The tax rates must be extended to six decimal places (e.g., 123456). Please enter zeros (e.g., 000000), if your agency does not levy a tax rate. **If your agency levies a tax rate, it must be in accordance with the provisions of Article XIII A, Section 1(b) of the Constitution of the State of California.** This law requires that a debt service rate only be applied to the voters if it is approved prior to July 1, 1978 and any bonded indebtedness for the acquisition or improvement of real property approved on or after July 1, 1978, by two-thirds of the votes cast by the voters voting on the proposition.

Please email the completed electronic form in PDF format and a scanned copy of the signed resolution to Merle Guazon at MGuazon@auditor.lacounty.gov. Then, submit the original signed form and a copy of the signed resolution to:

County of Los Angeles
Department of Auditor-Controller
Property Tax Apportionment Division
500 West Temple Street, Room 484
Los Angeles, CA 90012-3554
Attention: Daniel Rodriguez

Please make sure the input form is completely filled out and signed to ensure inclusion of your tax rate(s) on the tax bills.

If you have any questions or require additional assistance, please contact Daniel Rodriguez at DRodriguez@auditor.lacounty.gov or Ellaine Mallari at EMallari@auditor.lacounty.gov.

Very truly yours,

Linda Santillano
Division Chief

LS:DR:em
H:\Create Tax Roll - Annual\NEW - FY PROCESS\FY 2023-2024\CR Process\Debt Service Rate Letter FY 2023-24.docx

Attachments

CR52RPTA

COUNTY OF LOS ANGELES
AUDITOR-CONTROLLER,
PROPERTY TAX APPORTIONMENT DIVISION

2023 - 24 SECURED TAX RATES

ACCT #	AGENCY NAME	TAX RATE
240.01	CITY-S FERNANDO TD #1	$0.187613

I, Celeste T. Rodriguez, AM A MEMBER OF THE CITY COUNCIL, A MEMBER OF THE GOVERNING BOARD, THE CHIEF EXECUTIVE OR THE CHIEF FINANCIAL OFFICER FOR THIS AGENCY AND I HEREBY CERTIFY THAT THE TAX RATES LEVIED HEREIN ARE IN ACCORDANCE WITH THE PROVISIONS OF THE ARTICLE XIII SECTION 1(b) OF THE CONSTITUTION OF THE STATE OF CALIFORNIA.

	Mayor	8/21/2023
AUTHORIZED SIGNATURE	TITLE	DATE

COUNTY OF LOS ANGELES
AUDITOR - CONTROLLER/TAX DIVISION

SV13 7/25/2023 **ASSESSED VALUATIONS** AUGUST 2023 0679

TAXING AGENCY 240.01 CITY-S FERNANDO TD #1

SECURED VALUATIONS

LOCALLY ASSESSED	
LAND	1,393,001,830
IMPROVEMENTS	1,102,946,819
PERSONAL PROPERTY	2,556,523
LESS: EXEMPTIONS[1]	48,729,824
TOTAL - LOCALLY ASSESSED	2,449,775,348
PUBLIC UTILITY (ST. BOARD OF EQUAL)	
LAND	39,100
IMPROVEMENTS	
PERSONAL PROPERTY	
TOTAL - PUBLIC UTILITY	39,100
TOTAL - SECURED VALUATIONS	2,449,814,448

SECURED HOMEOWNER EXEMPTION[4]	12,327,000

UNSECURED VALUATIONS[2]

LAND	
IMPROVEMENTS	5,703,419
PERSONAL PROPERTY	8,478,303
LESS: EXEMPTIONS[1]	25,022
TOTAL - UNSECURED VALUATIONS	14,156,700

UNSECURED HOMEOWNER EXEMPTION[5]	

GRAND TOTAL	2,463,971,148
AIRCRAFT[3]	

TOTAL HOMEOWNER EXEMPTION	12,327,000

1 Exclusive of Homeowner Exemption.

2 Tax levied at last year's secured rate.

3 Taxed at full rate distributed according to 5451 to 5456 of the Revenue Taxation Code.

4 Do notadd to exemptions for rate setting purposes.

5 Subtract from Total-Unsecured Valutions for determination of Unsecured Tax Revenue.

The above information was compiled from the official records of the County of Los Angeles

AUDITOR - CONTROLLER

By Linda Santillano
Chief, Tax Apportionment Division

COUNTY OF LOS ANGELES
AUDITOR - CONTROLLER/TAX DIVISION

SV13 7/25/2023 **ASSESSED VALUATIONS** AUGUST 2023 0680

TAXING AGENCY 240.02 CITY-S FERNANDO RP #1

SECURED VALUATIONS		
LOCALLY ASSESSED		
LAND		SECURED HOMEOWNER EXEMPTION [4]
IMPROVEMENTS		
PERSONAL PROPERTY		
LESS: EXEMPTIONS [1]		
TOTAL - LOCALLY ASSESSED		
PUBLIC UTILITY (ST. BOARD OF EQUAL)		
LAND		
IMPROVEMENTS		
PERSONAL PROPERTY		
TOTAL - PUBLIC UTILITY		
TOTAL - SECURED VALUATIONS		
UNSECURED VALUATIONS [2]		
LAND		
IMPROVEMENTS	2,783,625	UNSECURED HOMEOWNER EXEMPTION [5]
PERSONAL PROPERTY	2,372,274	
LESS: EXEMPTIONS [1]		
TOTAL - UNSECURED VALUATIONS	5,155,899	
GRAND TOTAL	5,155,899	TOTAL HOMEOWNER EXEMPTION
AIRCRAFT [3]		

1 Exclusive of Homeowner Exemption.

2 Tax levied at last year's secured rate.

3 Taxed at full rate distributed according to 5451 to 5456 of the Revenue Taxation Code.

4 Do notadd to exemptions for rate setting purposes.

5 Subtract from Total-Unsecured Valutions for determination of Unsecured Tax Revenue.

The above information was compiled from the official records of the County of Los Angeles

AUDITOR - CONTROLLER

By Linda Santillano
Chief, Tax Apportionment Division

COUNTY OF LOS ANGELES
AUDITOR - CONTROLLER/TAX DIVISION

SV13 7/25/2023 **ASSESSED VALUATIONS** AUGUST 2023 0681

TAXING AGENCY 240.03 CITY-S FERNANDO RP #2

SECURED VALUATIONS		
LOCALLY ASSESSED		
LAND		SECURED HOMEOWNER EXEMPTION [4]
IMPROVEMENTS		
PERSONAL PROPERTY		
LESS: EXEMPTIONS [1]		
TOTAL - LOCALLY ASSESSED		
PUBLIC UTILITY (ST. BOARD OF EQUAL)		
LAND		
IMPROVEMENTS		
PERSONAL PROPERTY		
TOTAL - PUBLIC UTILITY		
TOTAL - SECURED VALUATIONS		
UNSECURED VALUATIONS [2]		
LAND		
IMPROVEMENTS	2,878,610	UNSECURED HOMEOWNER EXEMPTION [5]
PERSONAL PROPERTY	3,316,001	
LESS: EXEMPTIONS [1]		
TOTAL - UNSECURED VALUATIONS	6,194,611	
GRAND TOTAL	6,194,611	TOTAL HOMEOWNER EXEMPTION
AIRCRAFT [3]		

1 Exclusive of Homeowner Exemption.

2 Tax levied at last year's secured rate.

3 Taxed at full rate distributed according to 5451 to 5456 of the Revenue Taxation Code.

4 Do notadd to exemptions for rate setting purposes.

5 Subtract from Total-Unsecured Valutions for determination of Unsecured Tax Revenue.

The above information was compiled from the official records of the County of Los Angeles

AUDITOR - CONTROLLER

By Linda Santillano
Chief, Tax Apportionment Division

COUNTY OF LOS ANGELES
AUDITOR - CONTROLLER/TAX DIVISION

SV13 7/25/2023 **ASSESSED VALUATIONS** AUGUST 2023 0682

TAXING AGENCY 240.04 CITY-S FERNANDO CIV CENT RP TD 1

SECURED VALUATIONS		
LOCALLY ASSESSED		
LAND		SECURED HOMEOWNER EXEMPTION [4]
IMPROVEMENTS		
PERSONAL PROPERTY		
LESS: EXEMPTIONS [1]		
TOTAL - LOCALLY ASSESSED		
PUBLIC UTILITY (ST. BOARD OF EQUAL)		
LAND		
IMPROVEMENTS		
PERSONAL PROPERTY		
TOTAL - PUBLIC UTILITY		
TOTAL - SECURED VALUATIONS		
UNSECURED VALUATIONS [2]		
LAND		
IMPROVEMENTS	2,236,609	UNSECURED HOMEOWNER EXEMPTION [5]
PERSONAL PROPERTY	7,488,875	
LESS: EXEMPTIONS [1]		
TOTAL - UNSECURED VALUATIONS	9,725,484	
GRAND TOTAL	9,725,484	TOTAL HOMEOWNER EXEMPTION
AIRCRAFT [3]		

1 Exclusive of Homeowner Exemption.

2 Tax levied at last year's secured rate.

3 Taxed at full rate distributed according to 5451 to 5456 of the Revenue Taxation Code.

4 Do notadd to exemptions for rate setting purposes.

5 Subtract from Total-Unsecured Valutions for determination of Unsecured Tax Revenue.

The above information was compiled from the official records of the County of Los Angeles

AUDITOR - CONTROLLER

By Linda Santillano
Chief, Tax Apportionment Division

COUNTY OF LOS ANGELES
AUDITOR - CONTROLLER/TAX DIVISION

SV13 7/25/2023 **ASSESSED VALUATIONS** AUGUST 2023 0683

TAXING AGENCY 240.05 CITY-S FERNANDO CV CTR RP 84 ANX

SECURED VALUATIONS		
LOCALLY ASSESSED		
LAND		SECURED HOMEOWNER EXEMPTION [4]
IMPROVEMENTS		
PERSONAL PROPERTY		
LESS: EXEMPTIONS [1]		
TOTAL - LOCALLY ASSESSED		
PUBLIC UTILITY (ST. BOARD OF EQUAL)		
LAND		
IMPROVEMENTS		
PERSONAL PROPERTY		
TOTAL - PUBLIC UTILITY		
TOTAL - SECURED VALUATIONS		
UNSECURED VALUATIONS [2]		
LAND		
IMPROVEMENTS	37,276,296	UNSECURED HOMEOWNER EXEMPTION [5]
PERSONAL PROPERTY	77,637,678	
LESS: EXEMPTIONS [1]	150,000	
TOTAL - UNSECURED VALUATIONS	114,763,974	
GRAND TOTAL	114,763,974	TOTAL HOMEOWNER EXEMPTION
AIRCRAFT [3]		

1 Exclusive of Homeowner Exemption.

2 Tax levied at last year's secured rate.

3 Taxed at full rate distributed according to 5451 to 5456 of the Revenue Taxation Code.

4 Do notadd to exemptions for rate setting purposes.

5 Subtract from Total-Unsecured Valutions for determination of Unsecured Tax Revenue.

The above information was compiled from the official records of the County of Los Angeles

AUDITOR - CONTROLLER

By Linda Santillano
Chief, Tax Apportionment Division

COUNTY OF LOS ANGELES
AUDITOR - CONTROLLER/TAX DIVISION

SV13 7/25/2023 **ASSESSED VALUATIONS** AUGUST 2023 0684

TAXING AGENCY 240.06 CITY-S FERNANDO RP 1 89 ANX

SECURED VALUATIONS		
LOCALLY ASSESSED		
LAND		SECURED HOMEOWNER EXEMPTION [4]
IMPROVEMENTS		
PERSONAL PROPERTY		
LESS: EXEMPTIONS [1]		
TOTAL - LOCALLY ASSESSED		
PUBLIC UTILITY (ST. BOARD OF EQUAL)		
LAND		
IMPROVEMENTS		
PERSONAL PROPERTY		
TOTAL - PUBLIC UTILITY		
TOTAL - SECURED VALUATIONS		
UNSECURED VALUATIONS [2]		
LAND		
IMPROVEMENTS	1,822,587	UNSECURED HOMEOWNER EXEMPTION [5]
PERSONAL PROPERTY	2,526,476	
LESS: EXEMPTIONS [1]		
TOTAL - UNSECURED VALUATIONS	4,349,063	
GRAND TOTAL	4,349,063	TOTAL HOMEOWNER EXEMPTION
AIRCRAFT [3]		

1 Exclusive of Homeowner Exemption.

2 Tax levied at last year's secured rate.

3 Taxed at full rate distributed according to 5451 to 5456 of the Revenue Taxation Code.

4 Do notadd to exemptions for rate setting purposes.

5 Subtract from Total-Unsecured Valutions for determination of Unsecured Tax Revenue.

The above information was compiled from the official records of the County of Los Angeles

AUDITOR - CONTROLLER

By Linda Santillano
Chief, Tax Apportionment Division

COUNTY OF LOS ANGELES
AUDITOR - CONTROLLER/TAX DIVISION

SV13 7/25/2023 **ASSESSED VALUATIONS** AUGUST 2023 0685

TAXING AGENCY 240.07 CITY S FERNANDO RP AREA 4 95 ANX

SECURED VALUATIONS		
LOCALLY ASSESSED		
LAND		SECURED HOMEOWNER EXEMPTION [4]
IMPROVEMENTS		
PERSONAL PROPERTY		
LESS: EXEMPTIONS [1]		
TOTAL - LOCALLY ASSESSED		
PUBLIC UTILITY (ST. BOARD OF EQUAL)		
LAND		
IMPROVEMENTS		
PERSONAL PROPERTY		
TOTAL - PUBLIC UTILITY		
TOTAL - SECURED VALUATIONS		
UNSECURED VALUATIONS [2]		
LAND		
IMPROVEMENTS	1,873,579	UNSECURED HOMEOWNER EXEMPTION [5]
PERSONAL PROPERTY	3,325,820	
LESS: EXEMPTIONS [1]		
TOTAL - UNSECURED VALUATIONS	5,199,399	
GRAND TOTAL	5,199,399	TOTAL HOMEOWNER EXEMPTION
AIRCRAFT [3]		

1 Exclusive of Homeowner Exemption.

2 Tax levied at last year's secured rate.

3 Taxed at full rate distributed according to 5451 to 5456 of the Revenue Taxation Code.

4 Do notadd to exemptions for rate setting purposes.

5 Subtract from Total-Unsecured Valutions for determination of Unsecured Tax Revenue.

The above information was compiled from the official records of the County of Los Angeles

AUDITOR - CONTROLLER

By Linda Santillano
Chief, Tax Apportionment Division

COUNTY OF LOS ANGELES
AUDITOR - CONTROLLER/TAX DIVISION

SV13 7/25/2023 **ASSESSED VALUATIONS** AUGUST 2023 0686

TAXING AGENCY 240.00 CITY TOTAL - CITY S FERNANDO RP

SECURED VALUATIONS

LOCALLY ASSESSED	
LAND	1,393,001,830
IMPROVEMENTS	1,102,946,819
PERSONAL PROPERTY	2,556,523
LESS: EXEMPTIONS[1]	48,729,824
TOTAL - LOCALLY ASSESSED	2,449,775,348
PUBLIC UTILITY (ST. BOARD OF EQUAL)	
LAND	39,100
IMPROVEMENTS	
PERSONAL PROPERTY	
TOTAL - PUBLIC UTILITY	39,100
TOTAL - SECURED VALUATIONS	2,449,814,448

SECURED HOMEOWNER EXEMPTION[4]	12,327,000

UNSECURED VALUATIONS[2]

LAND	
IMPROVEMENTS	54,574,725
PERSONAL PROPERTY	105,145,427
LESS: EXEMPTIONS[1]	175,022
TOTAL - UNSECURED VALUATIONS	159,545,130

UNSECURED HOMEOWNER EXEMPTION[5]	

GRAND TOTAL	2,609,359,578
AIRCRAFT[3]	

TOTAL HOMEOWNER EXEMPTION	12,327,000

1 Exclusive of Homeowner Exemption.

2 Tax levied at last year's secured rate.

3 Taxed at full rate distributed according to 5451 to 5456 of the Revenue Taxation Code.

4 Do notadd to exemptions for rate setting purposes.

5 Subtract from Total-Unsecured Valutions for determination of Unsecured Tax Revenue.

The above information was compiled from the official records of the County of Los Angeles

AUDITOR - CONTROLLER

By Linda Santillano
Chief, Tax Apportionment Division

COUNTY OF LOS ANGELES
AUDITOR-CONTROLLER
PROPERTY TAX APPORTIONMENT DIVISION

2022-2023 UNITARY REVENUE

LISTED BELOW IS THE AMOUNT OF THE COUNTYWIDE UNITARY REVENUE CREDITED AND PAID TO YOUR AGENCY FOR 2022-2023. THIS REPRESENTS YOUR AGENCY'S SHARE OF THE REVENUE GENERATED FROM THE COUNTYWIDE UNITARY (STATE ASSESSED) AND PIPELINE (COUNTY ASSESSED) VALUE OF $23,971,145,943 REPORTED IN 2022-2023.

FOR YOUR INFORMATION, THE 2023-2024 COMBINED COUNTYWIDE UNITARY AND PIPELINE VALUE IS $25,839,956,629.

ACCOUNT NO	AGENCY NAME	1% REVENUE	D/S REVENUE
240.01	CITY-S FERNANDO TD #1	61,860.52	165,320.27
240.02	CITY-S FERNANDO RP #1	5,888.65	0.00
240.03	CITY-S FERNANDO RP #2	111,753.81	0.00
240.04	CITY-S FERNANDO CIV CENT RP	22,214.84	0.00
240.05	CITY-S FERNANDO CV CTR RP 8	55,012.56	0.00
240.06	CITY-S FERNANDO RP 1 89 AN	5,946.42	0.00
240.07	CITY S FERNANDO RP AREA 4 9	4,378.60	0.00

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

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

Date: August 21, 2023

Subject: Consideration to Adopt a Resolution Appointing the City's Alternate and Substitute Alternate Representatives to the Independent Cities Risk Management Authority Governing Board

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 8255 (Attachment "A") appointing Director of Finance/City Treasurer Erica D. Melton as the Alternate Representative and Personnel Manager Michael Okafor as Substitute Alternate Representative to serve on the Independent Cities Risk Management Authority (ICRMA) Governing Board.

BACKGROUND:

1. ICRMA is a joint powers authority that provides risk management programs for approximately 14 member cities in the areas of general liability, workers' compensation, property, earthquake and other related pooled insurance coverages.

2. The City has been a member of ICRMA since July 1, 1986, and is required to have a primary and alternate representative appointed to the Governing Board to attend and vote during Board meetings. The City may also have a substitute alternate representative, which is not required.

3. On January 18, 2022, the City Council adopted Resolution No. 8110 (Attachment "B") appointing City Manager Nick Kimball as the Primary Representative and Personnel Manager Michael Okafor as the Alternative Representative of the ICRMA Governing Board.

ANALYSIS:

<u>Independent Cities Risk Management Authority (ICRMA).</u>
Insurance and risk management programs tend to be specialized, technical and have a potentially significant impact on the City's finances. Therefore, it is in the City's best interest to appoint

Governing Board members that have financial and risk management experience and are available to attend meetings regularly.

Board meetings are currently held on the second Wednesday of even-numbered months. The meetings are during the day and typically last approximately three to four hours.

Based on Director of Finance/City Treasurer Erica D. Melton's experience in risk management which directly impacts the City's financial matters, it is recommended to appoint her as the City's Alternate Representative on the Governing Board. The appointment will move current Alternate Representative Personnel Manager Michael Okafor to serve as the Substitute Alternate (Attachment "B"). Ms. Melton will work in conjunction with City Manager Kimball to ensure consistent and effective representation of the City's interests in all board-related affairs.

BUDGET IMPACT:

There is no budget impact associated with adoption of this Resolution.

CONCLUSION:

It is recommended that the City Council adopt Resolution No. 8255 (Attachment "A") appointing Director of Finance/City Treasurer Erica D. Melton as the Alternate Representative and Personnel Manager Michael Okafor as the Substitute Alternate to serve on the Independent Cities Risk Management Authority (ICRMA) Governing Board.

ATTACHMENTS:

A. Resolution No. 8255
B. Resolution No. 8110

ATTACHMENT "A"

RESOLUTION NO. 8255

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA APPOINTING A DELEGATE, ALTERNATE, AND SUBSTITUTE ALTERNATE TO THE GOVERNING BOARD OF THE INDEPENDENT CITIES RISK MANAGEMENT AUTHORITY (ICRMA)

WHEREAS, the City of San Fernando ("City") is a member of the Independent Cities Risk Management Authority ("ICRMA"), a joint powers authority created pursuant to the provisions of the California Government Code;

WHEREAS, ICRMA provides a Liability Program, Workers' Compensation Program, Property Program, and other coverage programs for its members;

WHEREAS, the Joint Powers Agreement provides that the Governing Board of the Authority shall be comprised of one representative from each member;

WHEREAS, the City Council of each member may select and change any of its representatives by filing a resolution with ICRMA; an

WHEREAS, the City council may appoint legislative member(s) or staff member(s) to serve on the Governing Board;

WHEREAS staff members shall have one of the following positions, or equivalent: City Attorney, Assistant City Attorney, Financial Officer, City Administrator/Manager, Assistant/Deputy City Administrator/Manager, Assistant to City Manager, Risk Manager, Human Resources Director/Manager, or Administrative Services Director; and

WHEREAS, City desires to designate its representative(s) to the ICRMA Governing Board.

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

SECTION 1. That Nick Kimball (a staff person) is hereby appointed to serve as a primary delegate representative on the ICRMA Governing Board.

SECTION 2. That Erica D. Melton (a staff person) is hereby appointed as the alternate representative, to serve on the ICRMA Governing Board in the absence of the primary member noted in Section 1 above.

SECTION 3. That Michael Okafor (a staff person) is hereby appointed as the substitute alternate, to serve on the ICRMA Governing Board in the absence of the primary and alternate members noted in Sections 1 and 2 above, remains vacant.

SECTION 4. That the individuals designated by this City Council as the City's primary delegate, alternate representatives to the ICRMA Governing Board are hereby confirmed and designated as the City's delegates for all purposes of representing the City's interests and exercising the authority of the City with respect to all matters delegated to the Governing Board and signing all amendments as are contemplated to be approved by the Governing Board.

SECTION 5. That a certified copy of this Resolution shall be provided to the Executive Director of ICRMA.

SECTION 6. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the Office of the City Clerk.

PASSED, APPROVED, AND ADOPTED this 21st day of August 2023.

_____

Celeste T. Rodriguez, Mayor of the City of San Fernando

ATTEST:

_____

Julia Fritz, City Clerk

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8255 which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 21st day of August, 2023, by the following vote of the City Council:

AYES:

NAYS:

ABSENT:

ABSTAINED:

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

_____

Julia Fritz, City Clerk

ATTACHMENT "B"

RESOLUTION NO. 8110

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA APPOINTING A DELEGATE AND ALTERNATE REPRESENTATIVE TO THE GOVERNING BOARD OF THE INDEPENDENT CITIES RISK MANAGEMENT AUTHORITY (ICRMA)

WHEREAS, the City of San Fernando ("City") is a member of the Independent Cities Risk Management Authority ("ICRMA"), a joint powers authority created pursuant to the provisions of the California Government Code;

WHEREAS, ICRMA provides a Liability Program, Workers' Compensation Program, Property Program, and other coverage programs for its members;

WHEREAS, the Joint Powers Agreement provides that the Governing Board of the Authority shall be comprised of one representative from each member;

WHEREAS, the City Council of each member may select and change any of its representatives by filing a resolution with ICRMA;

WHEREAS, the City council may appoint legislative member(s) or staff member(s) to serve on the Governing Board;

WHEREAS staff members shall have one of the following positions, or equivalent: City Attorney, Assistant City Attorney, Financial Officer, City Administrator/Manager, Assistant/Deputy City Administrator/Manager, Assistant to City Manager, Risk Manager, Human Resources Director/Manager, or Administrative Services Director; and

WHEREAS, City desires to designate its representative(s) to the ICRMA Governing Board.

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

SECTION 1. That Nick Kimball (a staff person) is hereby appointed to serve as a delegate on the ICRMA Governing Board.

SECTION 2. That Michael Okafor (a staff person) is hereby appointed as the alternate, to serve on the ICRMA Governing Board in the absence of the primary member noted in Section 1 above.

SECTION 3. That the substitute alternate, to serve on the ICRMA Governing Board in the absence of the primary and alternate members noted in Sections 1 and 2 above, is currently vacant.

RES. NO. 8110

SECTION 4. That the individuals designated by this City Council as the City's delegate, alternate and substitute alternate to the ICRMA Governing Board are hereby confirmed and designated as the City's delegates for all purposes of representing the City's interests and exercising the authority of the City with respect to all matters delegated to the Governing Board and signing all amendments as are contemplated to be approved by the Governing Board.

RESOLVED, that a certified copy of this Resolution shall be provided to the Executive Director of ICRMA.

PASSED, APPROVED, AND ADOPTED this 18th day of January 2022.

Mary Mendoza

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

ATTEST

Julia Fritz

Julia Fritz, City Clerk

RES. NO. 8110

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8110, which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 18th day of January, 2022, by the following vote of the City Council:

AYES: Rodriguez, Montañez, Ballin, Pacheco, Mendoza – 5

NAYS: None

ABSENT: None

ABSTAINED: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this 20th day of January 2022.

Julia Fritz, City Clerk

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Kenneth Jones, Public Works Management Analyst
Patsy Orozco, Civil Engineering Assistant II

Date: August 21, 2023

Subject: Consideration to Adopt a Resolution Approving Final Tract Map No. 84029 Located at 12920 Foothill Boulevard, Assessor's Parcel No. 2514-001-062

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 8257 (Attachment "A") approving Final Tract Map No. 84029, located at 12920 Foothill Boulevard, Assessor's Parcel No. 2514-001-062.

BACKGROUND:

1. On July 11, 2022, the City of San Fernando Planning and Preservation Commission recommended to the City Council approval of Tentative Tract Map 84029, formerly known as Tentative Tract Map 2022-001. The Tentative Tract Map is a proposed subdivision of a 9.29 acre site (project site) into five (5) parcels to allow individual ownership and/or sale of each parcel.

2. On August 1, 2022, the City Council approved the Tentative Tract Map via Resolution No. 8172 (Attachment "B") pursuant to San Fernando Municipal Code (SFMC) Section 78-69(b), which requires the City Council to take action on a Tentative Map. Approval of the Tentative Map is valid for two (2) years (expiration date August 1, 2024).

3. On November 3, 2022, the applicant filed a Final Tract Map to finalize the Tentative Tract Map.

ANALYSIS:

A tract map is a detailed, scaled, and graphical representation of a specific area of land, typically subdivided into smaller parcels or lots. It is commonly used in real estate and urban planning to illustrate the layout of a subdivision or development project. The tract map includes information

about the boundaries, dimensions, shapes, and layout of individual lots within the tract, as well as any streets, alleys, easements, and public areas.

The purpose of a tract map is to provide a clear and accurate visual representation of how a larger piece of land is divided into smaller units. This helps developers, planners, government agencies, and potential buyers understand the spatial arrangement of the development, the sizes of the individual lots, the location of infrastructure like roads and utilities, and any legal restrictions or requirements associated with the land parcels.

Tract maps are crucial for ensuring that developments are organized, compliant with zoning regulations, and capable of supporting necessary infrastructure. They also serve as a reference for property owners, real estate professionals, and local authorities involved in land use management and decision-making processes.

In accordance with the provisions established in the Subdivision Map Act and the City's Subdivision Ordinance (Chapter 78), the applicant has submitted a request for approval of a Final Tract Map for the subdivision of a 9.29-acre site (project site) into five parcels to allow individual ownership and/or sale of each parcel. The tentative map shows the conceptual proposed design and improvements of the site as well as the existing conditions. A final map depicts the legal subdivision of land including dedications, owner's statements, survey points, meets and bounds, easements, and new lots. Once the tentative map was approved, the applicant was required to obtain a Tract Map Number issued by Los Angeles County Engineer, Preliminary Subdivision Report from the Title Company, all deeds, County Tax Assessor's Map, five-year tax history, mathematical traverses of the boundary of division of land, tie and field notes, underlying tracts and reference maps. All these documents were used in preparation of the Final Map.

The applicant is seeking approval of the Final Tract Map prior to issuance of a Certificate of Occupancy for the new Target store. The Final Tract Map has been reviewed for conformance with the approved Tentative Tract Map and meets the conditions of approval and other applicable requirements of the Subdivision Map Act and the SFMC. As such, the Final Tract Map is acceptable for signature and recordation.

BUDGET IMPACT:

Processing Tentative and Final Tract Maps are fee based activities and, as such, the City collects fee revenue from the applicant to recover the cost for staff to process these maps. The applicant has paid the required tract map review and processing fees. No additional budget impacts are anticipated as a result of this approval.

CONCLUSION:

Staff recommends approval of the Final Tract Map No. 84029, located at 12920 Foothill Boulevard, Assessor's Parcel No. 2514-001-062.

ATTACHMENTS:

A. Resolution No. 8257
B. Resolution No. 8172
C. Tract Map No. 84029

ATTACHMENT "A"

RESOLUTION NO. 8257

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, APPROVING FINAL TRACT MAP NO. 84029, LOCATED AT 12920 FOOTHILL BOULEVARD, ASSESSOR'S PARCEL NO. 2514-001-062

WHEREAS, Tentative Tract Map for the proposed subdivision was originally approved by the City Council on August 1, 2022; and

WHEREAS, this approval was subject to the conditions set forth in Attachment "B" of Agenda Report Item No. 5, dated August 21, 2023, attached hereto; and

WHEREAS, the City Council hereby finds that the Public Works Department requirements have been satisfied; and

WHEREAS, the City Council hereby finds that the map conforms to the requirements of the Subdivision Map Act and the Subdivision Ordinance of the City of San Fernando.

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

SECTION 1. The Final Tract Map No. 84029 is hereby accepted and directs that the Final Map be recorded.

SECTION 2. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the Office of the City Clerk.

PASSED, APPROVED, AND ADOPTED THIS 21st day of August, 2023.

_____

Celeste T. Rodriguez, Mayor of the City of San Fernando, California

ATTEST:

_____

Julia Fritz, City Clerk

RES. NO. 8257

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8257 which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 21st day of August, 2023, by the following vote of the City Council:

AYES:

NAYS:

ABSENT:

ABSTAINED:

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

_____

Julia Fritz, City Clerk

RESOLUTION NO. 8172

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, APPROVING TENTATIVE TRACT MAP NO. 2022-001 FOR THE SUBDIVISION OF A 9.29-ACRE PARCEL INTO FIVE PARCELS FOR INDIVIDUAL OWNERSHIP IN THE HOME DEPOT/TARGET SHOPPING CENTER LOCATED AT 12920 FOOTHILL BOULEVARD (ASSESSOR'S PARCEL NUMBER: 2514-001-062)

WHEREAS, an application, Tentative Tract Map No. 2002-001, has been filed by Kacie Won of Kimley-Horn & Associates, Inc. representing the property owner ("Applicant"), to request approval to subdivide a 9.29-acre site into five parcels for individual ownership and/or sale in The Home Depot shopping center located at 12920 Foothill Blvd. (Assessor's Parcel Number 2514-001-062); and

WHEREAS, the proposed subdivision have been reviewed in accordance with the City's Subdivision Ordinance (Chapter 78) of the San Fernando Municipal Code; and

WHEREAS, the project site is within the Precise Development Overlay (PD) Zone with a based zoning of Commercial (C-2), and the proposed project has been reviewed for compliance with the applicable development standards within both zones; and

WHEREAS, the proposed project will not change the exiting commercial uses and is consistent with the commercial land use designation of the General Plan; and

WHEREAS, the proposed project is considered a "project" as defined by the California Environmental Quality Act (CEQA), Public Resources Code Section 21000 et seq.; and

WHEREAS, the project has been reviewed for compliance with the California Environmental Quality Act (CEQA) and it qualifies for an exemption for further environmental review pursuant to CEQA Guidelines section 15061(b)(3) common sense exemption; and

WHEREAS, in accordance with State law, on July 1, 2022, the City of San Fernando Community Development Department published a legal notice concerning the proposed project in the *San Fernando Sun*, a local newspaper of general circulation, regarding the City of San Fernando Planning and Preservation Commission meeting of July 11, 2022, and mailed the notice to property owners located within a 500-foot radius of the project site; and

WHEREAS, on July 11, 2022, the Planning and Preservation Commission conducted a duly noticed public hearing, at which time public testimony was taken concerning the proposed Tentative Tract Map, and the Commission voted 4-0-1 (Commissioner Pacheco was absent) recommending City Council approve the project; and

WHEREAS, in accordance with State law, on July 22, 2022, the City of San Fernando Community Development Department published a legal notice concerning the proposed project in the *San Fernando Valley Sun*, a local newspaper of general circulation, regarding the City of San Fernando City Council meeting of July 22, 2022, and mailed the notice to property owners located within a 500-foot radius of the project site; and

WHEREAS, on August 1, 2022, the City Council conducted a duly noticed public hearing, at which time public testimony was taken concerning the proposed Tentative Tract Map in conformance with the City's Subdivision Ordinance (Chapter 78) of the San Fernando Municipal Code, General Plan, and development standards within the Precise Development Overlay (PD) Zone and Commercial (C-2) Zone, and the Subdivision Map Act.

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

SECTION 1: ENVIRONMENTAL REVIEW FINDINGS

This project has been reviewed by the City for compliance with the California Environmental Quality Act (CEQA). The project involves the division of a single parcel into five (5) separate parcels without any changes to the physical environment of the land and could be said with certainty that it will not have a significant effect on the environment. As such, the proposed project is exempt from CEQA review pursuant to CEQA Guidelines section 15061(b)(3) "Common sense" exemption.

SECTION 2. FINDINGS FOR TENTATIVE TRACT MAP

Pursuant to San Fernando Subdivision Ordinance (Chapter 78) and Subdivision Map Act Section (Government Code Section 66474), the following findings shall be made for approval of a Tentative Tract Map:

Finding 1: The proposed tentative tract map is consistent with the City's applicable General and Specific Plans.

Evidence: The General Plan Land Use designation of the project site is Commercial (COM), consistent with the existing commercial uses on the project site. The proposed subdivision does not change the existing commercial use of the project site, except for providing an opportunity for individual ownership of the land that the existing businesses are located on, and therefore, is consistent with the General Plan.

Finding 2: The design or improvement of proposed tentative tract map is consistent with the applicable General and Specific Plans.

Evidence: The proposed Tentative Parcel Map has been designed to meet all City standards applicable to retail subdivisions. The zoning for the project site is Precise Development Overlay

(PD). According to the development standards listed in the San Fernando Zoning Code Section 106-643, the provisions of the zone to which the PD zone is added shall apply. For this property, the underlying zone for this site is Commercial (C-2) with minimum lot sizes at 5,000 square-feet (0.11 acres) and no lot dimensions requirements. The proposed parcels satisfy the zoning requirements, and therefore, is in compliance with the City's Zoning Code.

Finding 3: The site is physically suitable for the type of development.

Evidence: Site topography is generally flat without significant slopes. The site currently developed as a shopping center. The proposed subdivision does not include additional development, except minor site improvements to enhance the appearance of the center and on-site circulation to help direct patrons navigate the shopping center. Given this, the site is physically suitable for the type and proposed development.

Finding 4: The site is physically suitable for the proposed density of development.

Evidence: The project site is an existing commercial center and the proposed project does not involve an increase of density, and therefore, is physically suitable for the density of development.

Finding 5: The design of the subdivision or the proposed improvements will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

Evidence: This project has been reviewed by the City for compliance with the California Environmental Quality Act (CEQA). The project involves the division of a single parcel into five (5) separate parcels without any changes to the physical environment of the land and could be said with certainty that it will not have a significant effect on the environment. As such, the proposed project is exempt from CEQA review pursuant to CEQA Guidelines section 15061(b)(3) "Common sense" exemption. The design of the subdivision will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

Finding 6: The design of the subdivision or type of improvements will not cause serious public health problems.

Evidence: The design of the subdivision is in conformance with the City's General Plan, Zoning Code, and the Subdivision Map Act. The proposed subdivision does not change the existing commercial use of the project site and has been conditioned to improve on-site circulation and maintain the common/shared areas in good condition. The City's ordinances, codes, and standards have been created based on currently accepted standards and practices for the preservation of the public health, safety, and welfare.

Finding 7: That the design of the subdivision or the type of improvements will conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision. In this connection, the governing body may approve a map if it finds that

alternate easements, for access or for use, will be provided, and that these will be substantially equivalent to ones previously acquired by the public. This subsection shall apply only to easements of record or to easements established by judgment of a court of competent jurisdiction and no authority is hereby granted to a legislative body to determine that the public at large has acquired easements for access through or use of property within the proposed subdivision.

Evidence: The design of Tentative Parcel Map No. 2022-001 would not conflict with any existing public easements for access through or use of the property because the proposed tract map maintains the existing easements and a condition is included to require a reciprocal parking and access easement for the retail center to ensure appropriate access is provided and maintained.

SECTION 3: RECORD OF PROCEEDING

The documents and other materials that constitute the record of the proceedings upon which the City Council's decision is based, which include, but are not limited to, the environmental documents, staff reports, as well as all materials that support the staff reports for the proposed project and are located in the Community Development Department of the City of San Fernando at 117 Macneil Street, San Fernando, CA 91340. The custodian of these documents is the City Clerk of the City of San Fernando.

SECTION 4: DETERMINATION

The Project is consistent with the objectives, policies, and general land uses and programs provided in the City's General Plan, the applicable development standards for Precise Development Overlay (PD) Zone and Commercial (C-2) Zone, and the Subdivision Map Act. Therefore, the City Council approves Tentative Tract Map No. 2022-001, subject to conditions of approval attached hereto as Exhibit "A".

SECTION 5. CERTIFICATION OF THE RESOLUTION

The City Clerk of the City of San Fernando, California, shall certify to the adoption of this resolution.

PASSED, APPROVED, AND ADOPTED this 1st day of August 2022.

Mary Mendoza

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

Julia Fritz

Julia Fritz, City Clerk

RES NO. 8172

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8172, which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 1st day of August, 2022, by the following vote of the City Council:

AYES: Rodriguez, Montañez, Ballin, Mendoza - 4

NAYS: None

ABSENT: Pacheco - 1

ABSTAINED: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this 18th day of August, 2022.

Julia Fritz, City Clerk

EXHIBIT "A"
CONDITIONS OF APPROVAL

PROJECT NO.:	Tentative Tract Map 2022-001
PROJECT ADDRESS:	12920 Foothill Boulevard, San Fernando, CA 91340 (Assessor's Parcel No. 2514-001-062)
PROJECT DESCRIPTION:	The subdivision of 9.29 acre parcel within The Home Depot Shopping Center into five (5) parcels to allow individual ownership of each new parcel.

The following conditions shall be made a part of the approval of the project, and shall be complied with in their entirety, as determined by the Community Development Department:

1. Tentative Tract Map Entitlement. The Tentative Tract Map is granted for the land described in this application and any attachments thereto, as reviewed by the City Council on August 1, 2022, except as herein modified to comply with these Conditions of Approval.

2. Within thirty (30) days of approval of Tentative Tract Map 2022-001, the applicant shall certify his or her acceptance of the conditions of approval or modifications thereto by signing below that he or she accepts and shall be bound by all of the conditions.

Applicant's Signature	8/11/22 Date
Chris Shane Print Name	8/11/22 Date

3. Indemnification. The property owner and the project applicant, shall indemnify, protect, hold harmless and defend the City and any agency or instrumentality thereof, and/or any of its officers, employees and agents from any and all claims, actions, or proceedings against the City to attack, set aside, void, annul, seek monetary damages resulting from an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board or legislative body including actions approved by the voter of the City, concerning the entitlement application. City shall promptly notify both the property owner and developer of any claim, action, or proceeding to which this condition is applicable and shall further cooperate fully in the defense of the action. The City reserves its right to take any and all action the City deems to be in the best interest of the City and its citizens in regard to such defense. The property owner and developer

shall defend, indemnify and hold harmless the City for all costs and fees incurred in additional investigation or study of, or for supplementing, redrafting, revising, or amending, any document (such as an environmental impact report or related environmental assessment) if made necessary through the initiation of the project.

4. These conditions of approval and the attachments thereto are applicable to the land described in this application and shown on the Tentative Tract Map.

5. The proposed Final Tract Map shall be in compliance with all of the provisions of Chapter 78 (Subdivisions) of the San Fernando Municipal Code and the State of California Subdivision Map Act (Government Code §66410 et seq.). The Tentative Tract Map shall be valid for a period of two (2) years from the date of approval, unless an extension is approved by the Community Development Director. The applicant shall also comply with all other requirements of any applicable federal, state, or local law, ordinance, or regulation.

6. The Final Tract Map shall be prepared in accordance with the policies and procedures of the City of San Fernando. Such map shall be submitted to the Public Works Department and shall be approved for recording by the City Engineer and be recorded with the County Recorder prior to expiration of the Tentative Tract Map.

Prior to Approval of Final Tract Map

7. The Final Tract Map shall comply with the requirements for subdivision of the site as listed in the attached "Public Works Department Development/Improvement Review Checklist." (See Attachment "1"). Any approved revisions to the proposed Subdivision shall be incorporated into the map prior to approval of the Final Parcel Map.

8. The property owner/property management company shall submit an on-site circulation improvements plan showing pavement painting and installation of on-site directional signage to direct traffic flow to appropriate businesses. The on-site improvements plan shall be reviewed and approved by Planning and the City Engineer.

9. The property owner/applicant/property management company shall submit to the City Engineer for review and approval:

    a. A Covenants, Conditions, and Restrictions (CC&Rs) and/or a Property Association document to maintain and operation of all common areas and or facilities, including all on-site signage.

    b. A reciprocal access and parking easements incorporated into the Final Tract Map.

Prior to Recordation of the Final Tract Map

10. The on-site circulation improvements plan shall be completed by the property owner/property management company.

Attachment 1: Public Works Checklist

EXHIBIT "A"
RES. NO. 8172

CITY OF SAN FERNANDO PUBLIC WORKS DEPARTMENT

DEVELOPMENT / IMPROVEMENT REVIEW CHECKLIST

PROJECT: **Tenant Improvement - TARGET** **DATE: 4/19/22**

PROJECT ADDRESS: **12920 Foothill Blvd**

	ITEM	REQUIRE? YES	REQUIRE? NO	COMPLIED?	COMMENTS
1.	Site plan must show:				
	a. Existing building or structure	✓			
	b. Existing public improvements (concrete sidewalk driveways, curbs and gutters, parkway trees, street lights, hydrants, etc.) including existing and proposed dimensions, square footage, etc.	✓			
	c. Existing utilities (gas, sewer, water, storm drains, catch basins, power poles).	✓			
2.	Submit offsite improvement plan.	✓			
3.	Prior to issuance of building permit:				
	a Pay sewer capital facility charge.	✓			*Based on Retail addition: 1,340 sf x $527*/1,000 sf =* ***$706.18****
	b Pay water capital facility charge.		✓		*Existing 2 inch water meter.*
	c Pay water service installation charge.		✓		*Existing 2 inch water meter.*
	d Pay fire service installation deposit.		✓		*Existing 8 inch fire service.*
	e Pay fire hydrant installation deposit.		✓		*Unless City of Los Angeles Fire Department requires one for proposed development.*
	f Pay PW plan check fee	✓			***$340***
	g Pay inspection fee (Offsite).		✓		
	h Provide labor and material bond.		✓		
	i Provide performance bond.		✓		
4.	Is there existing sewer house connection to property?	✓			
5.	Is there existing water service to the property?	✓			.
6.	Provide separate water service for each building or separate ownership.		✓		
7.	Provide separate sewer connection for each building.		✓		
8.	Underground all utilities to each unit/building.		✓		
9.	Cap off existing sewer connection that will no longer be used.		✓		
10.	Replace existing old and substandard water service.		✓		
11.	Upgrade existing substandard hydrant to 6-inch wet barrel hydrant (4"X 2.5" outlet).		✓		
12.	Install new hydrant per City standard.		✓		
13.	Satisfy City of Los Angeles Fire Dept. fire flow requirements.		✓		.
14.	Provide City approved backflow device for the domestic water service and/or landscape irrigation, and **provide proof that said equipment has been tested by a certified tester**.	✓			*Existing backflow devices (Qty. 2). Provide proof that backflow devices have been tested by certified tester.*

PROJECT ADDRESS: 12920 Foothill Blvd

EXHIBIT "A"
RES. NO. 8172

	ITEM	REQUIRE? YES	REQUIRE? NO	COMPLIED?	COMMENTS
15.	Remove existing driveway approach that will no longer be used. Replace depressed curb.		✓		
16.	Construct PCC driveway approach 6-inch thick per City Standard.		✓		
17.	Construct wheel chair ramp per City Standard.		✓		
18.	Remove and replace broken/damaged/deteriorated concrete sidewalk adjacent to property.		✓		
19.	Remove and replace broken curb/gutter adjacent to property.		✓		
20.	Plant parkway trees per City Standard and City Master Tree Plan.		✓		
21	Construct tree wells per City Standard with tree grates.		✓		
22	A permit from the Public Works Dept. (Engineering Division) is required for all offsite improvements.		✓		
23.	All on-site pavement shall be minimum of 3-inch AC on 4 inch CAB or 6-inch PCC pavement without soil recommendation.		✓		
24.	Construct trash enclosure, nominal size 5 feet X 9 feet with PCC slab and 6-inch PCC curb with 6-inch PCC apron.		✓		
25.	Verify that clarifier/grease trap intercepts effluent before entry into the sewer lateral.		✓		
26.	Federal NPDES Requirements				
	a. Submit SWPPP Owners' Certification (form OC1 attached) that incorporates construction BMP's in compliance with Federal NPDES.	✓			
	b. Provide a SUSMP that incorporates design elements and facility BMP's in compliance with Federal NPDES.		✓		
27.	Comply with all applicable existing conditions of approval for the proposed development.	✓			
28.	Additional requirements: **Sewer and Water Capital and Installation fees are subject to change. The latest fee will be assessed prior to sign off for building permit.* • Submit **Utility Plan** showing **all existing utilities and any proposed relocations/realignments**. Show any proposed relocation of sewer laterals, water service, water meter, and fire hydrant and how they line up with development. • Comply with applicable federal NPDES requirements.				

PUBLIC WORKS DEPARTMENT

4/19/27
DATE

NUMBER OF LOTS: 5
DATE OF SURVEY: 08/19/2021
BEING ALL OF TENTATIVE TRACT 84029
AREA: 404,608 SQUARE FOOT - GROSS
9.29 ACRES - GROSS

SHEET 1 OF 3 SHEETS

TRACT MAP NO. 84029

IN THE CITY OF SAN FERNANDO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BEING A SUBDIVISION OF PARCEL 4 OF PARCEL MAP NO. 26147, IN THE CITY OF SAN FERNANDO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS FILED IN BOOK 300, PAGES 18 THRU 20 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORD OF SAID COUNTY.

TONY K. WONG, RCE 22551

OWNER'S STATEMENT:

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE LANDS INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND WE CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION.

BY: _____
GC SAN FERNANDO, LLC, A CALIFORNIA CORPORATION

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF _____) SS

ON _____ BEFORE ME, _____, NOTARY PUBLIC,

PERSONALLY APPEARED _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE ON THE INSTRUMENT THE PERSON(S) OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE _____ PRINT NAME _____

PRINCIPAL PLACE OF BUSINESS IN _____ COUNTY

MY COMMISSION EXPIRES _____ COMMISSION NO. _____

SIGNATURE OMISSIONS:

THE SIGNATURE(S) OF THE PARTY(IES) NAMED HEREINAFTER AS OWNER(S) OF THE INTEREST SET FORTH, MAY BE OMITTED UNDER PROVISIONS OF SECTION 66436(A) 3A (I-VIII) OF THE SUBDIVISION MAP ACT, AS THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE AND SAID SIGNATURE(S) IS (ARE) NOT REQUIRED BY THE LOCAL AGENCY.

CITY OF SAN FERNANDO, HOLDER OF AN EASEMENT FOR WATER SEWER, STORM DRAIN AND PUBLIC UTILITY PURPOSES DEDICATED ON THE MAP OF PARCEL MAP NO. 18075 RECORDED IN BOOK 192, PAGES 54 AND 55, OF PARCEL MAPS

CITY OF SAN FERNANDO, HOLDER OF AN EASEMENT FOR UTILITY PURPOSES DEDICATED ON THE MAP OF PARCEL MAP NO. 26147 RECORDED IN BOOK 300, PAGES 18 TO 20, INCLUSIVE, OF PARCEL MAPS.

CITY OF LOS ANGELES, A MUNICIPAL CORPORATION, HOLDER OF AN EASEMENT FOR SANITARY SEWER RECORDED JUNE 14, 1960 AS INSTRUMENT NO. 3772 IN BOOK D877, PAGE 995 AND AUGUST 16, 1960 AS INSTRUMENT NO. 4051 IN BOOK D946, PAGE 681 BOTH OF OFFICIAL RECORDS

TRUST COMPANY OF THE WEST, A CALIFORNIA CORPORATION, AS TRUSTEE OF TCW REALTY FUND VIA, AND TCW REALTY FUND VIB, A CALIFORNIA LIMITED PARTNERSHIP, HOLDER OF AN EASEMENT FOR MAINTAINING BUILDING SET BACKS RECORDED DECEMBER 31, 1992 AS INSTRUMENT NO. 92-2453784, OF OFFICIAL RECORDS

SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES RECORDED JULY 30, 1987 AS INSTRUMENT NO. 87-1214963, OF OFFICIAL RECORDS.

SOUTHERN CALIFORNIA GAS COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR PIPE LINES AND OTHER INCIDENTALS RECORDED FEBRUARY 4, 1988 AS INSTRUMENT NO. 88-158476, OF OFFICIAL RECORDS

DAN LAHAVE AND HAIA LAHAVE, HOLDERS OF AN EASEMENT FOR VEHICULAR INGRESS, EGRESS, AND ACCESS RECORDED AUGUST 11,
1992 AS INSTRUMENT NO. 92-1487020, OF OFFICIAL RECORDS

CITY OF SAN FERNANDO, HOLDER OF AN EASEMENT FOR WATER AND SEWER PIPELINES, INGRESS AND EGRESS RECORDED NOVEMBER 4, 1993 AS INSTRUMENT NO. 93-2163005, OF OFFICIAL RECORDS

FOOTHILL HD RETAIL CENTER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, HOLDER OF AN EASEMENT FOR PEDESTRIAN AND VEHICULAR, PARKING COMMON USE, INGRESS AND EGRESS, INSTALLATION,OPERATION, FLOW, PASSAGE, USE, MAINTENANCE, CONNECTION, REPAIR, RELOCATION, AND REMOVAL OF LINES OR SYSTEMS FOR UTILITIES SERVING AND LOT, INCLUDING, BUT NOT LIMITED TO, SANITARY SEWERS, STORM DRAINS, CABLE TV, WATER, GAS, ELECTRICAL, TELEPHONE AND COMMUNICATION LINES AS DISCLOSED BY THE DECLARATION OF RECIPROCAL EASEMENT RESTRICTIONS AND MAINTENANCE OF COMMON AREAS RECORDED DECEMBER 28, 2000 AS INSTRUMENT NO 00-2020703 AND AMENDED ON AUGUST 17, 2022 AS INSTRUMENT NO. 20220824183, BOTH OF OFFICIAL RECORDS.

CITY OF SAN FERNANDO, HOLDER OF AN EASEMENT FOR UNDERGROUND WATER LINES RECORDED JULY 11, 2003 AS INSTRUMENT NO. 03-1991239, OF OFFICIAL RECORDS

EL POLLO LOCO, INC., A CALIFORNIA CORPORATION, HOLDER OF A LESSEE'S INTEREST, AS DISCLOSED BY A LEASE RECORDED JANUARY 26, 1989 AS INSTRUMENT NO. 89-134601, OF OFFICIAL RECORDS

MCDONALD'S CORPORATION DOING BUSINESS AS DELAWARE MCDONALD'S CORPORATION, HOLDER OF A LESSEE'S INTEREST, AS DISCLOSED BY A MEMORANDUM OF LEASE RECORDED JULY 1, 1988 AS INSTRUMENT NO. 88-1040768, OF OFFICIAL RECORDS

STARBUCKS CORPORATION, A WASHINGTON CORPORATION, HOLDER OF A LESSEE'S INTEREST, AS DISCLOSED BY A MEMORANDUM OF LEASE RECORDED JULY 16, 2021 AS INSTRUMENT NO. 202211101785, OF OFFICIAL RECORDS

TARGET CORPORATION, A MINNESOTA CORPORATION, HOLDER OF A LESSEE'S INTEREST, AS DISCLOSED BY A MEMORANDUM OF LEASE RECORDED JANUARY 25, 2022 AS INSTRUMENT NO. 20220095520, OF OFFICIAL RECORDS

ENGINEER'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF GC SAN FERNANDO, LLC ON AUGUST 10, 2022.

I HEREBY STATE THAT THIS TRACT MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP; THAT I AM A PROFESSIONAL LAND SURVEYOR OF THE STATE OF CALIFORNIA; THAT THIS MAP CONSISTING OF 2 SHEETS, CORRECTLY REPRESENTS A TRUE AND COMPLETE SURVEY MADE BY ME OR UNDER MY DIRECTION; THAT THE MONUMENTS OF THE CHARACTER AND LOCATIONS SHOWN HEREON ARE IN PLACE AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE READILY RETRACED.

_____
TONY K. WONG, P.E. #22551, EXP. 12/31/2023

REGISTERED PROFESSIONAL ENGINEER
TONY K. WONG
No. C 22551
CIVIL
STATE OF CALIFORNIA

CITY ENGINEER'S CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP; THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

DATED THIS ____DAY OF _____, 20___

_____
CITY ENGINEER OF THE CITY OF SAN FERNANDO
MATTHEW BAUMGARDNER, R.C.E. #71932

REGISTERED PROFESSIONAL ENGINEER
No. C 71932
CIVIL
STATE OF CALIFORNIA

CONSULTING CITY SURVEYOR'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND THAT IT CONFORMS WITH THE PROVISIONS OF THE SUBDIVISION MAP ACT AND I AM SATISFIED SAID MAP IS TECHNICALLY CORRECT:

DATED THIS ____DAY OF _____, 20___

_____
CITY SURVEYOR
DAVID E. WOOLLEY, PLS 7304

PLANNING COMMISSION CERTIFICATE:

I HEREBY CERTIFY THAT THE TENTATIVE MAP OF TRACT MAP NO. 84029 WAS APPROVED AT A REGULAR MEETING OF THE PLANNING COMMISSION OF THE CITY OF SAN FERNANDO HELD ON THE 11TH DAY OF JULY 2022.

_____
SECRETARY OF THE PLANNING COMMISSION
OF THE CITY OF SAN FERNANDO

CERTIFICATE OF ACCEPTANCE TRACT MAP:

I HEREBY CERTIFY THAT TRACT MAP NO. 84029 APPROVAL BY CITY COUNCIL IS NOT REQUIRED.

DATED THIS ____DAY OF _____, 20___

_____
CITY CLERK OF THE CITY OF SAN FERNANDO

NUMBER OF LOTS: 5
DATE OF SURVEY: 08/19/2021
BEING ALL OF TENTATIVE TRACT 84029
AREA: 404,608 SQUARE FOOT - GROSS
9.29 ACRES - GROSS

TRACT MAP NO. 84029

IN THE CITY OF SAN FERNANDO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

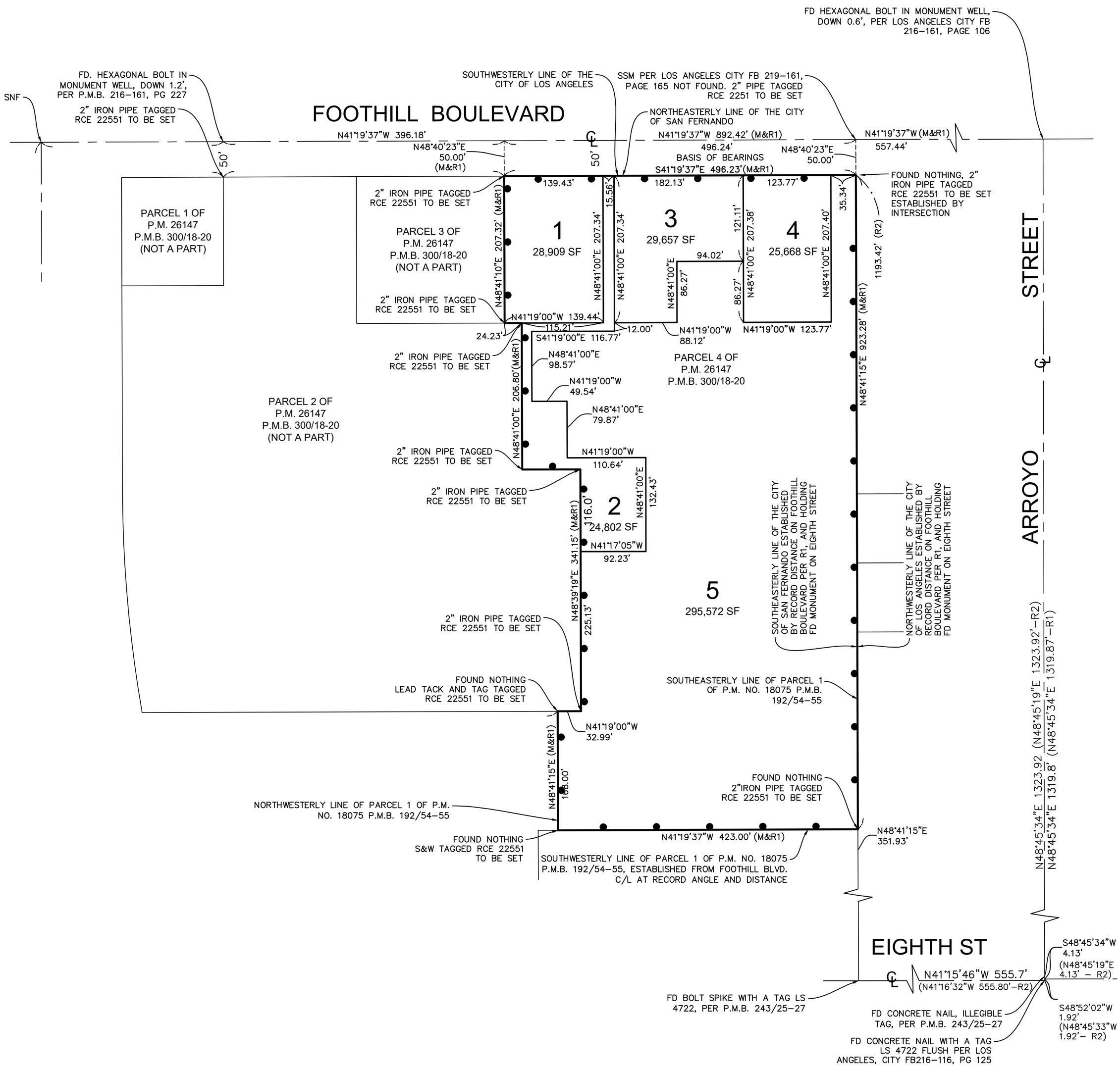
NORTH

SCALE 1"=100'

TONY K. WONG, RCE 22551

BASIS OF BEARINGS

THE BASIS OF BEARINGS USED FOR THIS SURVEY IS THE CENTERLINE OF FOOTHILL BLVD SHOWN AS BEARING S41°19'37"E ON PARCEL MAP NO. 26147, IN BOOK 300, PAGES 19 AND 20 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES.



LEGEND

- INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP
- PARCEL LINE
- CENTERLINE
- RIGHT-OF-WAY LINE
- CITY BOUNDARY LINE

RECORD REFERENCES

(R1) = PARCEL MAP NO. 126147, P.M.B. 300/18-20
(R2) = PARCEL MAP NO. 6660, P.M.B. 243/25-27

ABBREVIATIONS

CL	CENTERLINE
FB	FIELD BOOK
FD	FOUND
LACFCD	LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
(M)	MEASURED
MON	MONUMENT
PLS	PROFESSIONAL LAND SURVEYOR
RCE	REGISTERED CIVIL ENGINEER
SSM	STANDARD SURVEY MONUMENT
W	WASHER

NOTE:
UTILITY EASEMENTS PLOTTED IN SHEET 3 OF 3

NUMBER OF LOTS: 5
DATE OF SURVEY: 08/19/2021
BEING ALL OF TENTATIVE TRACT 84029
AREA: 404,608 SQUARE FOOT - GROSS
9.29 ACRES - GROSS

SHEET 3 OF 3 SHEETS

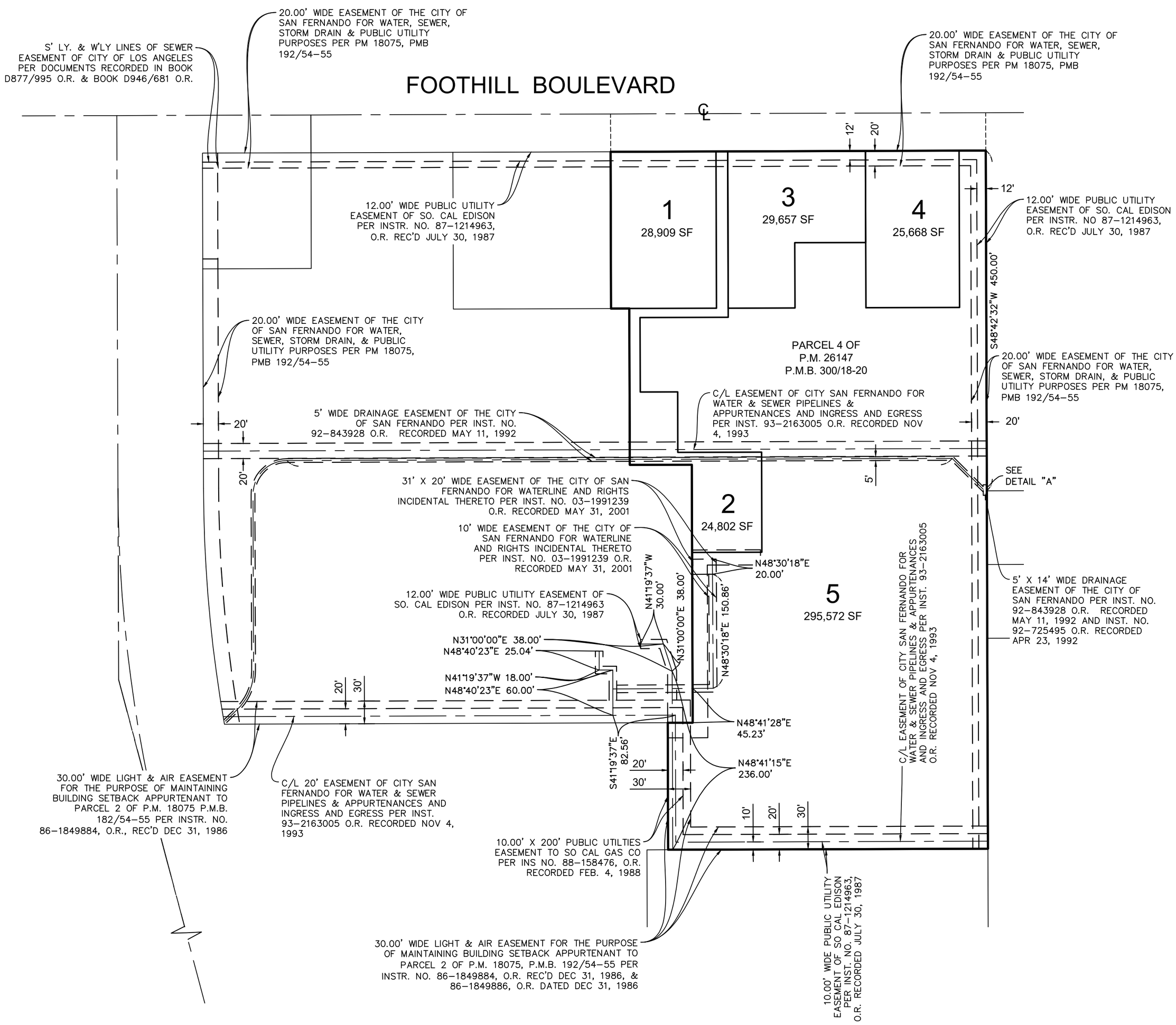
TRACT MAP NO. 84029

IN THE CITY OF SAN FERNANDO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

NORTH

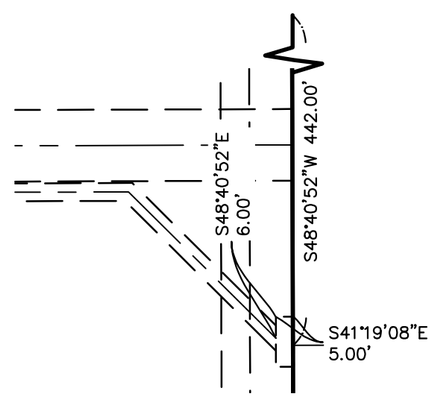
SCALE 1"=100'

TONY K. WONG, RCE 22551



LEGEND

- INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP
- PARCEL LINE
- CENTERLINE
- EXISTING EASEMENT
- RIGHT-OF-WAY LINE
- CITY BOUNDARY LINE



DETAIL "A"

6

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

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

Date: August 21, 2023

Subject: Consideration to Approve an Amendment to Contract No. 2045 with Willdan Engineering for National Pollutant Discharge Elimination System Consulting Services

RECOMMENDATION:

It is recommended that the City Council:

a. Approve a one-time Amendment to Contract No. 2045 (Attachment "A" – Contract No. 2045(a)) with Willdan Engineering (Willdan) to increase the not-to-exceed amount for 2023 by $15,000 from $75,000 to $90,000 for National Pollutant Discharge Elimination System (NPDES) consulting services; and

b. Authorize the City Manager to increase the amendment and all related documents.

BACKGROUND:

1. On September 11, 2021, the 2021 NPDES permit went into effect and expires on September 11, 2026.

2. On December 6, 2021, the City Council approved Contract No. 2045 (Attachment "B") with Willdan for NPDES Consulting Services and to assist the City with maintaining compliance with the current NPDES permit.

ANALYSIS:

The National Pollutant Discharge Elimination System (NPDES) was originally created as an amendment to the Clean Water Act (CWA) of 1972 and established a permit program to control water pollution by regulating the discharge of pollutants into the waters of the United States. Due to the passage of Water Quality Act in 1987, the Environmental Protection Agency (EPA) began requiring states to regulate stormwater runoff and to prepare non-point source

management programs; specifically municipalities with populations of 100,000 or greater. In 2003, the NPDES program was expanded to include smaller municipalities serving populations of less than 100,000 (or communities with a population of 1000 people or more per square mile per the U.S. Census Bureau). The program now requires that these municipalities have in place a stormwater management program.

The municipal separate storm sewer system (MS4), is a conveyance system that is designed or used to collect or convey stormwater (e.g., storm drains), which discharges to waters of the United States. The City has 10 linear miles of MS4 and is responsible for preventing harmful pollutants from being washed or dumped into the MS4 through stormwater management programs.

The City's NPDES program requires extensive program management and development. In addition to ensuring that the City's municipal activities comply with permit regulations, the City is required to provide commercial and industrial facilities guidance on the steps and specific actions to be taken to reduce stormwater pollution, review and analyze private development project impacts on storm water quality, inspect private commercial and industrial activities, water quality monitoring and reporting, investigate illicit discharges into the City's MS4 System, and inspect construction sites. As a result of the extensive regulatory burden the NPDES program creates on City staffing resources, the City of San Fernando, along with many other cities in Los Angeles County and the State, rely on professional consulting assistance to help manage their programs as well as provide inspection services.

Since 2015, Willdan has provided the City with professional NPDES consulting services. Willdan's most recent contract with the City for NPDES services was awarded, via a competitive procurement process, in December 2021. The continued need for NPDES consulting services is due to limited City staffing resources and limited in-house NPDES expertise. Willdan's approved scope of services is broken down into 10 specific categories, two of which are performing site inspections and preparing and submitting NPDES MS4 annual reports. The current annual compensation amount for NPDES Consulting Services is based on providing general NPDES services. However, the current scope services did not account for two additional tasks: the first is a new task required by the State of California to maintain compliance with the City's NPDES permit and the second task was requested by City staff to conduct additional commercial/industrial facility inspections.

The first task required by the State, in addition to the required annual report, is to prepare and submit a semi-annual report which was previously not required, (previously, the report was annual) and the preparation and submission of the Measure W annual plan. The semi-annual report is a requirement of the City's NPDES Permit and requires collaboration with both the Upper Los Angeles River (ULAR) Watershed Group and City departments to report on new and re-development projects and watershed control measures, in addition to review of watershed monitoring efforts. This report covers the July 1st to December 31st period and is submitted as a

package with the ULAR Watershed Group to the Regional Water Quality Control Board – Los Angeles by June 15th annually. The Measure W Annual Plan, which was approved by Los Angeles County voters in November 2018, is a requirement of the City's Transfer Agreement with the Los Angeles County Flood Control District (District) to submit a detailed description and budget of eligible Measure W activities planned for the upcoming fiscal year. The Measure W Annual Plan is due to the District by April 1st annually and is submitted through the Safe, Clean Water Program Reporting Module.

The second task that was necessary is related to additional commercial and industrial facility inspections for compliance with NPDES regulations. The inspections, which were in accordance with the 2021 NPDES Permit, are biennial and were conducted by Willdan for the first time under their current contract in 2023. The 2021 NPDES Permit saw additional responsibilities placed on municipalities to verify coverage under the State Industrial General Permit (IGP). Verifying coverage is the process of confirming that the identified industrial facility has a permit to conduct the industrial activity per the requirements of the IGP and is complying with said permit. This includes desktop verification of documents, coverage, and reports on the State's website and onsite verification during inspection of the facility. In addition, Willdan has identified approximately 240 businesses from the City's business license inventory with specific Standard Industrial Classification (SIC) codes requiring an inspection. Once Willdan started these inspections, it was observed that the business license inventory did not exactly match field observations and therefore required more effort by the inspection staff. Finally, this task was initially budgeted to begin in Fiscal Year (FY) 2022-2023 and conclude in FY 2023-2024. However, the inspection program was completed almost entirely within FY 2022-2023, resulting in an increase in the level of effort during that fiscal year.

It should be noted that the previous NPDES Permit (2012) required commercial and industrial facility inspections to be conducted twice within a five-year period. The 2021 NPDES Permit requires inspections to be conducted every two years triggering an additional cost for NPDES services during that inspection year. To help offset this additional cost in the future, staff will be implementing a commercial/industrial NPDES Inspection fee to recover the cost of this program from each commercial and industrial facility that is required to have an inspection.

BUDGET IMPACT:

Funds to cover all NPDES related expenditures, including the additional one-time $15,000 increase being requested, are allocated annually into Fund 023 (Measure W) and are currently available in the FY 2022-2023 budget.

CONCLUSION:

Staff recommends that City Council approve a one-time amendment to Contract No. 2045 with Willdan Engineering, to increase the 2023 not-to-exceed amount by $15,000 to $90,000.

ATTACHMENTS:

A. Contract No. 2045(a), including:
B. Contract No. 2045, including:
   Exhibit A: Request for Proposals
   Exhibit B: Willdan Engineering Proposal

ATTACHMENT "A"
CONTRACT NO. 2045(a)

2023
FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
Willdan Engineering
NPDES Consulting Services

THIS 2023 FIRST AMENDMENT ("First Amendment") to that certain agreement entitled "Professional Services Agreement – Willdan Engineering originally executed on 6th day of December, 2021, by and between the CITY OF SAN FERNANDO, a municipal corporation and general law city ("CITY") and WILLDAN ENGINEERING (hereinafter, "CONSULTANT"), is made and entered into this 21st day of August, 2023 ("Effective Date"). For purpose of this First Amendment, the capitalized term "Parties" shall be a collective reference to both CITY and CONSULTANT. The capitalized term "Party" may refer to either CITY or CONSULTANT interchangeably as appropriate.

RECITALS

WHEREAS, the Parties executed and entered into an employment agreement dated December 6, 2021, and entitled "Professional Services Agreement-Willdan Engineering", Contract No. 2045 (hereinafter, the "Master Agreement"); and

WHEREAS, the Parties now wish to modify the Master Agreement further for purposes of modifying the Master Agreement's Terms of Compensation.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

SECTION 1. The Not-to-Exceed Sum as defined under Section 1.4 of the Master Agreement is hereby amended, for the Fiscal Year 2022-2023 contract term only, to mean and refer to the Annual Not-to-Exceed Sum of Ninety Thousand Dollars ($90,000).

SECTION 2. Notwithstanding anything in the Master Agreement or First Amendment to the contrary, CONSULTANT shall perform the various services and tasks set forth in the Scope of Work in accordance with the performance scheduled entitled "Scope of Work" which is referenced in Exhibit "B" of Contract No. 2045.

SECTION 3. Except as otherwise set forth in this First Amendment, the Master Agreement shall remain binding, controlling and in full force and effect. The provisions of this First Amendment shall be deemed a part of the Master Agreement and except as otherwise provided under this First Amendment, the Master Agreement and all provisions contained therein shall remain binding and enforceable. In the event of any conflict or inconsistency between the provisions of this First Amendment and the provisions of the Master Agreement, the provisions of this First Amendment shall govern and control, but only in so far as such provisions conflict with the Master Agreement and no further.

SECTION 4. The Master Agreement as amended by way of this First Amendment, constitutes the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this First Amendment. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to the Master Agreement as amended by this First Amendment shall be valid and binding unless in writing and duly executed by the Parties in the form of a written contract amendment.

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

CITY OF SAN FERNANDO:

By:_____
Nick Kimball, City Manager

Date:_____

APPROVED AS TO FORM

By:_____
Richard Padilla, City Attorney

Date:_____

WILLDAN ENGINEERING:

By:_____

Name:_____

Title:_____

Date:_____

ATTACHMENT "B"
CONTRACT NO. 2045

2021
PROFESSIONAL SERVICES AGREEMENT

(Engagement: NPDES Consulting Services)
(Parties: Willdan Engineering and City of San Fernando)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this 6th day of December 2021 (hereinafter, the "Effective Date") by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and Willdan Engineering, (hereinafter, "CONSULTANT"). For the purposes of this Agreement, CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably, as appropriate.

RECITALS

WHEREAS, CITY requires professional consulting services for city engineering services; and

WHEREAS, CITY staff has determined that CONSULTANT possesses the experience, skills and training necessary to competently provide such services to CITY; and

WHEREAS, the execution of this Agreement was approved by the San Fernando City Council at its Regular Meeting of December 6, 2021 under Agenda Item No. 15.

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

I.
ENGAGEMENT TERMS

1.1 TERM: This Agreement shall have a term commencing from the Effective Date through December 6, 2024 (hereinafter, the "Term"). The City has the right to exercise two (2) one-year options to renew the contract at the end of the initial three-year term. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as provided under Article V (Termination), below.

1.2 SCOPE OF WORK:

A. Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the services and tasks described in that certain Request for Proposals of CITY entitled "Request for Proposals for NPDES Consulting Services", (hereinafter,

"CITY RFP") and the written proposal of CONSULTANT entitled "Proposal for NPDES Consulting Engineering Services" (hereinafter, the "CONSULTANT Proposal") dated November 4, 2021. The CITY RFP and the CONSULTANT Proposal are attached and incorporated hereto as **Exhibit "A"** and **"B"** respectively. The term "Scope of Work" shall be a collective reference to the CITY RFP and the CONSULTANT Proposal. The capitalized term "Work" shall be a collective reference to all the various services and tasks referenced in the Scope of Work. In the event of any conflict or inconsistency between the provisions of the document entitled CITY RFP and the provisions of the document entitled CONSULTANT Proposal, the requirements of the document entitled CITY RFP shall govern and control but only to the extent of the conflict or inconsistency and no further. In the event of any conflict or inconsistency between the provisions of the Scope of Work and the provisions of this Agreement to which the Scope of Work is attached, the provisions of this Agreement shall govern and control.

1.3 PROSECUTION OF WORK:

A. CONSULTANT shall perform the Work continuously and with due diligence so as to complete the Work by the completion date indicated in each Work Order. CONSULTANT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors or agents;

B. CONSULTANT shall not claim or be entitled to receive any compensation or damage because of the failure of CONSULTANT, or its subconsultants, to have related services or tasks completed in a timely manner;

C. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT's employees; and

D. CONSULTANT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

1.4 COMPENSATION: CONSULTANT shall perform the Work in accordance with the CONSULTANT's Fee Schedule, as shown on page 40 of Exhibit B (hereinafter, the "COMPENSATION RATE"). The foregoing notwithstanding, CONSULTANT's total compensation for the performance of all Work contemplated under this Agreement, will not exceed the annual budgeted sum of **Seventy Five Thousand Dollars ($75,000)** (hereinafter, the "Annual Not-to-Exceed Sum") during the Term of this Agreement, unless such added expenditure is first approved by the City Council. In the event CONSULTANT's charges are projected to exceed the Annual Not-to-Exceed Sum prior to the expiration of this Agreement, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY approved amendment to the compensation terms of this Agreement.

1.5 PAYMENT OF COMPENSATION: The Annual Not-to-Exceed Sum will be paid to CONSULTANT in monthly increments as the Work is completed. Following the conclusion of each calendar month, CONSULTANT will submit to CITY an itemized invoice indicating

the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice should indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY will notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY will pay all undisputed amounts included on the invoice. CITY will not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

1.6 ACCOUNTING RECORDS: CONSULTANT will maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY will have the right to access and examine such records, without charge, during normal business hours. CITY will further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

1.7 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, CONSULTANT will deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT will only be compensated for the reasonable value of the services, tasks and other Work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II.
PERFORMANCE OF AGREEMENT

2.1 CITY'S REPRESENTATIVE: The CITY hereby designates the Director of Public Works (hereinafter, the "CITY Representative") to act as its representative for the performance of this Agreement. The CITY Representative or their designee will act on behalf of the CITY for all purposes under this Agreement. CONSULTANT will not accept directions or orders from any person other than the CITY Representative or their designee.

2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates Adel Freij, Director of Engineering, to act as its representative for the performance of this Agreement (hereinafter, "Consultant Representative"). Consultant Representative will have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. Consultant Representative or their designee will supervise and direct the performance of the Work, using their best skill and attention, and will be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the Consultant Representative will constitute notice to CONSULTANT.

2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and will be available to CITY staff and the CITY Representative at all reasonable times. All work prepared by CONSULTANT will be subject to inspection and approval by CITY Representative or their designees.

2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:

A. CONSULTANT will perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession.

B. CONSULTANT shall at all times employ such force, plant, materials, and tools as will be sufficient in the opinion of the CITY to perform the Services within the time limits established, and as provided herein. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, and material shall be furnished and said Services performed and completed as required by the Agreement, and subject to the approval of the CITY's authorized representative.

C. CONSULTANT will perform all Work in a manner reasonably satisfactory to the CITY;

D. CONSULTANT will comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.) CONSULTANT shall be liable for all violations of such laws and regulations in connection with Services. If CONSULTANT performs any work knowing it to be contrary to such laws, rules and regulations, CONSULTANT shall be solely responsible for all costs arising therefrom;

E. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;

F. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and

G. All of CONSULTANT's employees and agents (including, but not limited to, subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals will be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

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

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

2.6 SUBSTITUTION OF KEY PERSONNEL**:** CONSULTANT has represented to CITY that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, CONSULTANT may substitute other personnel of at least equal competence upon written approval of CITY. In the event that CITY and CONSULTANT cannot agree as to the substitution of key personnel, CITY shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the CITY, or who are determined by the CITY to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the CONSULTANT at the request of the CITY. The key personnel for performance of this Agreement are as follows: Emilio De Murga, City Engineer.

2.7 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work will be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this

Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and will at all times be under CONSULTANT's exclusive direction and control. CONSULTANT will pay all wages, salaries and other amounts due to such personnel and will assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT will be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

2.8 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representative to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant will be promptly removed by CONSULTANT and will not be reassigned to perform any of the Work.

2.9 COMPLIANCE WITH LAWS: CONSULTANT will keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws will include, without limitation, compliance with all applicable Cal/OSHA requirements and applicable regulations of the Federal Department of Housing and Urbanization.

2.10 NON-DISCRIMINATION: CONSULTANT represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

2.11 INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and will at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT will be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT will have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

III.
INSURANCE

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

A. Commercial General Liability Insurance: CONSULTANT will procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.

B. Automobile Liability Insurance: CONSULTANT will procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance will have minimum limits of no less than Two Million Dollars ($2,000,000.00) per accident for bodily injury and property damage.

C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which will indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.

D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT will procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage will have minimum limits of no less than Two Million Dollars ($2,000,000.00) per claim.

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

3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement will be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance will be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard &

Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representative is authorized to authorize lower ratings than those set forth in this Section.

3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT will be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers will be in excess of CONSULTANT's insurance and will not contribute with it.

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

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

3.7 FAILURE TO MAINTAIN COVERAGE: In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments. In the alternative, CITY may cancel this Agreement effective upon notice.

3.8 SPECIAL RISKS OR CIRCUMSTANCES. CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

IV.
INDEMNIFICATION

4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein. Notwithstanding the foregoing, to the extent CONSULTANT's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the CITY, its officials, officers, employees, agents or volunteers.

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

4.3 CITY shall have the right to offset against the amount of any compensation due to CONSULTANT under this Agreement, any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to either pay CITY promptly for any costs associated with CONSULTANT's obligations to indemnify the CITY Indemnitees under this Article or related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers.

4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth herein this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury

to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

4.6 CITY does not, and shall not waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.

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

4.8 WORK OF CONSULTANT'S DESIGN PROFESSIONALS SERVICES: The duty to indemnify, defend and hold harmless as set forth under this subsection shall apply to the negligence, recklessness or willful misconduct of any individual who qualifies as a "design professional" within the meaning of subsection (c)(2) of Section 2782.8 of the California Civil Code in so far as such negligence, recklessness or willful misconduct occurs in the performance, work or activities that must be performed by a "design professional." Subject to the limitation of the preceding sentence, to the fullest extent permitted by law, CONSULTANT shall immediately defend and indemnify and hold harmless the CITY Indemnities, defined above, from and against any and all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of the negligence, recklessness, or willful misconduct of CONSULTANT or any of CONSULTANT's officers, employees, servants, agents, contractors, subcontractors or authorized volunteers or any other person or entity involved by, for, or with or on behalf of CONSULTANT in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of CONSULTANT to indemnify, defend and hold harmless pursuant to this subsection includes the duty to defend as set forth in Section 2778 of the California Civil Code. CONTRACTOR's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then CONSULTANT's indemnification obligation shall be reduced in proportion to the established comparative liability.

4.9 WORK OF ALL OTHER PERSONS/NON-DESIGN PROFESSIONALS: Except as otherwise provided under Section 4.2 of this Article, above, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature to the extent caused by CONSULTANT's negligent performance under this Agreement,

including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, contractors, subcontractors or subconsultants or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnity, defend or hold harmless for liability, loss, suit, damage, expense, or cost caused by the negligence or willful misconduct of any or all of the CITY Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this subsection is intended to encompass liabilities, losses, damages, expense and costs not otherwise subject to subsection 4.2, above.

4.10 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement, or (ii) comply with applicable workers' compensation laws.

4.11 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, the obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and authorized volunteers.

4.12 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and authorized volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

4.13 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

4.14 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, the duties to indemnify, defend and hold harmless as set forth under this Section, shall survive the early termination or normal expiration of this Agreement and shall be in addition to any other rights or remedies which the CITY may have at law or in equity.

V.
TERMINATION

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

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

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

B. CONSULTANT will cure the Event of Default within the following time periods:

i. Within ten (10) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 10-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 10-day cure period. The foregoing

notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.i. that exceeds seven (7) calendar days from the end of the initial 10-day cure period; or

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

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

C. CITY will cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.5, above, will be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.

D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT will be compensated only for those

services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY will operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.

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

F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder will be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;

ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;

iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or

iv. The CITY may exercise any other available and lawful right or remedy.

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

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

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

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

VI.
MISCELLANEOUS PROVISIONS

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

6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and will not be disclosed by CONSULTANT without prior written consent by CITY. CITY will grant such consent of disclosure as legally required. Upon request, all CITY data will be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT will not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

6.3 FALSE CLAIMS ACT: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.

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

CONSULTANT:
Willdan Engineering
13191 Crossroads Parkway North,Ste 405
Industry, CA 91746-3443
Attn: Adel Freij
Phone: 562-908-6200

CITY:
City of San Fernando
117 Macneil Street
San Fernando, CA 91340
Attn: Public Works Department
Phone: (818) 898-1212

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

6.5 COOPERATION; FURTHER ACTS: The Parties will fully cooperate with one another, and will take any additional acts or sign any additional documents as are reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

6.6 SUBCONTRACTING: CONSULTANT will not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, will contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.

6.8 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY will have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, will have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.

6.10 GOVERNING LAW AND VENUE: This Agreement will be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, will be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, will be in the Central District of California located in the City of Los Angeles, California.

6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation will be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.

6.12 SUCCESSORS AND ASSIGNS: This Agreement will be binding on the successors and assigns of the Parties.

6.13 NO THIRD-PARTY BENEFIT: There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

6.14 CONSTRUCTION OF AGREEMENT: This Agreement will not be construed in favor of, or against, either Party but will be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions will continue in full force and effect.

6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement will be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver will be void and invalid.

6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement will control.

6.19 ENTIRE AGREEMENT: This Agreement, including all attached exhibits, constitutes the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, which may have been entered into between CITY and CONSULTANT prior to the execution of this Agreement. Any statements, representations, or other agreements, whether oral or written, made by either Party that is not embodied herein will not be valid or binding on the Parties. No amendment, modification or supplement to this Agreement will be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.

6.20 FORCE MAJEURE: The Completion Date shall be extended in the event of any delays due to unforeseeable causes beyond the control of CONSULTANT and without the fault or negligence of CONSULTANT, including but not limited to severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the CITY, if the CONSULTANT shall within three (3) calendar days of the commencement of such delay notify the City Representative in writing of the causes of the delay. The City Representative shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the City Representative such delay is justified. The City Representative's determination shall be final and conclusive upon the parties to this Agreement. In no event shall

CONSULTANT be entitled to recover damages against the CITY for any delay in the performance of this Agreement, however caused, CONSULTANT's sole remedy being extension of the Agreement pursuant to this Section.

6.21 COUNTERPARTS: This Agreement will be executed in three (3) original counterparts each of which will be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterpart will be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart will be delivered to CONSULTANT and the remaining two original counterparts will be retained by CITY.

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

CITY OF SAN FERNANDO:

By: DocuSigned by: Nick Kimball 1041FC9C27C7499... _____
Nick Kimball, City Manager

Date: 12/08/2021 | 1:07 PM PST

APPROVED AS TO FORM:

By: DocuSigned by: Richard Padilla 9E6768364A9F4FC... _____
Richard Padilla
Assistant City Attorney

Date: 12/08/2021 | 12:30 PM PST

WILLDAN ENGINEERING:

By: DocuSigned by: Adel M. Freij 7804503E37AD40A... _____

Name: Adel M. Freij

Title: Director

Date: 12/08/2021 | 12:27 PM PST

EXHIBIT "A"
CONTRACT NO. 2045

REQUEST FOR PROPOSALS

The Public Works Department is requesting proposals for:

National Pollutant Discharge Elimination System (NPDES) Consulting Services

RELEASE DATE: October 12, 2021

RESPONSE DUE: November 4, 2021

EXHIBIT "A"
CONTRACT NO. 2045

GENERAL INFORMATION / BACKGROUND

The City of San Fernando is requesting proposals from qualified firms to provide NPDES Consultant Services. The contract for services will have an initial term of three (3) years and allow for two one-year options to renew.

The City of San Fernando is approximately 2.4 square miles and has 60 miles of water mains, 40 miles of sanitary sewers and 800 manholes, 50 miles of roadways, 41 traffic signals, 10 miles of storm drains, 80 miles of sidewalk, and 5 parks. The City land use distribution is about 84.14 percent residential, 11.47 percent commercial, 4.08 percent industrial, and 0.28 percent mixed use commercial/residential

The City is part of the Upper Los Angeles River (ULAR) Enhanced Water Management Program (EWMP) Group. The ULAR EWMP Group is comprised of the cities of Los Angeles (lead coordinating agency), Alhambra, Burbank, Calabasas, Glendale, Hidden Hills, La Cañada Flintridge, Montebello, Monterey Park, Pasadena, Rosemead, San Fernando, Los Angeles, San Marino, South Pasadena, and Temple City and the County of Los Angeles (Unincorporated County) and the Los Angeles County Flood Control District (LACFCD).

SCOPE OF WORK

The City's Departments of Public Works is seeking a qualified consultant to assist in all National Pollutant Discharge Elimination System (NPDES) general permit compliance activities, reports, city permitting, and programs. Services will include but are not limited to:

1. Implementation of Minimum Control Measure (MCMs) programs found in the current, and of that in future, Municipal Storm Separate Sewer System (MS4) NPDES Permit.

2. Attend Upper L.A. River Enhanced Watershed Management Program (EWMP) meetings, and other meetings as directed. Discuss or meet with City Staff and provide a written NPDES update with information pertinent to the City's interests.

3. Review Los Angeles Regional Water Quality Control Board (LARWQCB) generated material, such as that associated with the current draft MS4 Permit, and coordinate commenting with City staff.

4. Review ULAR EWMP Group generated material, and coordinate commenting with City staff, prior to submittal to the LARWQCB.
5. Assist the City in complying with the ULAR EWMP by attending regional, watershed, or city specific meetings as directed by City Staff, review current water quality targets and compliance efforts by City.

6. Prepare, and be able to carry out, special water quality sampling program or technical studies for the demonstration of compliance as directed by City.

7. Prepare and submit NPDES MS4 Annual Reports through the ULAR EWMP Group to the LARWQCB on behalf of the City.

8. Assist the City with storm water monitoring by reviewing the results of the ongoing monitoring program of the TMDLs and CIMP once approved by the LARWQCB.

9. Provide Low Impact Development (LID) plan checking services on an as requested basis relating to MS4 Permit requirements.

10. Perform site inspections of LID and SUSMP Best Management Practices (BMPs) annually or as directed by City.

INSTRUCTIONS TO SUBMITTING FIRMS

A. Examination of Proposal Documents

By submitting a proposal, the prospective firm represents that it has thoroughly examined and become familiar with the services required under this RFP, and that it is capable of delivering quality services to the City in an efficient and cost-effective & manner.

B. Questions/Clarifications

Please direct any questions regarding this RFP to Kenneth Jones, Management Analyst, via e-mail at kjones@sfcity.org. Questions must be received by 5:30 p.m. on **Monday, October 25, 2021**. All questions received prior to the deadline will be collected and responses will be emailed by **Wednesday, October 27, 2021**.

C. Submission of Bid Proposals

All bid proposals shall be submitted via email to Kenneth Jones at kjones@sfcity.org and the subject line of the email shall read, "City of San Fernando RFP – **National Pollutant Discharge Elimination System (NPDES) Consulting Services.**" Proposals must be received no later than **Monday**, **November 4, 2021 at 2:30 p.m.** All proposals received after that time will not be accepted.

D. Withdrawal of Proposals

A firm may withdraw its proposal at any time before the due date for submission of proposals as provided in the RFP by delivering a written request for withdrawal signed by, or on behalf of the prospective firm.

E. Rights of City of San Fernando

This RFP does not commit the City to enter into a Contract, nor does it obligate the City to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract.

The City reserves the right to:

1) Make the selection based on its sole discretion;
2) Reject any and all proposals without prejudice;
3) Issue subsequent Requests for Proposal;
4) Postpone opening for its own convenience;
5) Remedy technical errors in the Request of Proposal process;
6) Approve or disapprove the use of particular sub-contractors;
7) Negotiate with any, all, or none of the prospective firms;
8) Solicit best and final offers from all or some of the prospective firms;
9) Accept other than the lowest offer; and/or
10) Waive informalities and irregularities in the proposal process.

F. Contract Type

It is anticipated that a standard form professional services agreement contract will be signed subsequent to the Director of Public Works' review and approval of the recommended firm.

G. Collusion

By submitting a proposal, each prospective firm represents and warrants that; its proposal is genuine and not a sham or collusive or made in the interest of or on behalf of any person not named therein; that the prospective firm has not directly, induced or solicited any other person to submit a sham proposal or any other person to refrain from submitting a proposal; and, that the prospective firm has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal.

SCHEDULE FOR SELECTION

RFP Available:	October 12, 2021
Deadline for submittal of Questions:	October 25, 2021
Response to Questions:	October 27, 2021

Deadline for submittal of Proposal:	November 4, 2021
Interviews (if necessary)	November 2021
Execute Agreement:	December 6, 2021

SELECTION CRITERIA

The City of San Fernando will select the consultant on the basis of qualifications and experience. The following general selection criteria will be used to evaluate each consultant firm:

1. Qualifications and knowledge of Project Manager and key personnel's experience most closely related to the stated scope of work
2. Relevant experience within the past fifteen years.
3. Responsiveness to and clarity of the Request for Proposal.
4. References
5. Time commitment and availability

CONTENTS OF PROPOSAL

The following information shall be submitted in response to this RFP:

1. Name, Address and Phone Number

2. Related experience during the last fifteen years

3. Name and detailed resume of key personnel including Project Manager, whom proposer intends to use to work on the City's projects, showing educational background and assignment experience for at least the past fifteen (15) years.

4. References from previous clients with direct knowledge of each key personnel's, including Project Manager's, past performance.

5. Cost proposal broken down by services being provided based on hourly wage rates for all personnel providing the specific service.

The City may elect to interview a short list of qualified firms or interview only the top two rated firms based upon the proposal submitted for the project.

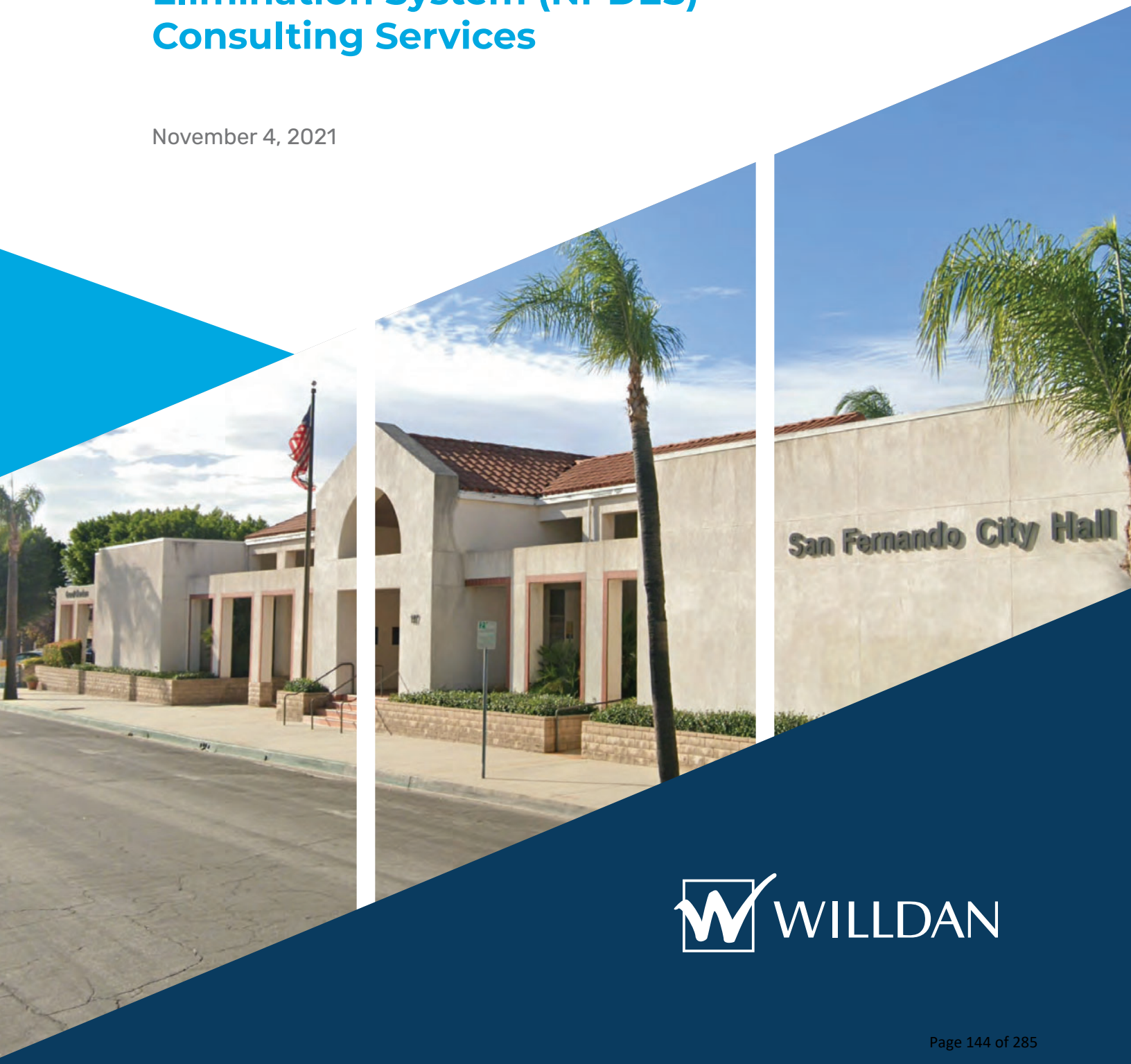
EXHIBIT "B"
CONTRACT NO. 2045

City of San Fernando

Proposal

National Pollutant Discharge Elimination System (NPDES) Consulting Services

November 4, 2021



WILLDAN

EXHIBIT "B"
CONTRACT NO. 2045

WILLDAN

November 4, 2021

City of San Fernando
Attention: Kenneth Jones, Management Analyst
117 Macneil Street
San Fernando, CA 91340
Via Email: kjones@sfcity.org

Subject: **Proposal for National Pollutant Discharge Elimination System (NPDES) Consulting Services**

The City of San Fernando is seeking a qualified consultant to assist the City in all National Pollutant Discharge Elimination System (NPDES) general permit compliance activities, reports, city permitting, and programs. Willdan Engineering (Willdan) has extensive knowledge and experience working for the City, and the same team will continue to assist with its NPDES program. As a multidisciplinary firm, we have a full array of resources within the organization, enabling us to offer a complete range of services if required.

Willdan is uniquely qualified to provide the services requested for the following reasons:

City Experience Willdan has periodically provided an array of consulting services to the City of San Fernando since 1996, including: NPDES Services, Water Quality Services, Watershed Management, City Engineering and Design, Federal Funding Administration, Planning, Construction Management and Inspection, Traffic Engineering and Design, Geotechnical, Financial Consulting, and Federal Compliance Services. Willdan is currently providing NPDES Services, Geotechnical, On-Call Engineering, Traffic Engineering and Design, and Financial Consulting Services. Willdan has provided NPDES services in varying capacities to the City since 2013.

Experienced Staff The key Willdan staff proposed herein have successfully managed all aspects of the municipal NPDES permit and various Total Maximum Daily Loads (TMDLs) for more than a decade. Managing the NPDES Permit for many of the same client cities for over two cycles of the NPDES program is a testament to our understanding of the permit requirements and how, as an extension of city staff, we address urban impacts to protected waterbodies while remaining sensitive to fiscal constraints faced by our clients. The Willdan team proposed for this opportunity has provided NPDES compliance services and representation within the Upper Los Angeles River Enhanced Watershed Management Program Group (ULAR EWMP Group) for a number of clients since 2013.

Cost Efficiency

Willdan currently provides NPDES services to nine municipal clients within Region 4 – Los Angeles Regional Water Quality Control Board (LARWQCB) and represents three of those clients in the ULAR EWMP Group. This means Willdan can provide most of the NPDES services identified in the City's Request for Proposal (RFP) at a significantly reduced cost. For example, with the issuance of the new Regional Phase 1 Municipal Separate Storm Sewer System (MS4) Permit by the LARWQCB that became effective on September 11th, the Willdan team will be developing many of the programs to comply with the MS4 Permit at one-ninth the cost to the City. This equates to an 88.9% reduction in cost to the City, a reduction factor that will be applied whenever the work is performed on behalf of Willdan's nine clients within Region 4. Similarly, Willdan can provide the City a 66.6% reduction in cost for all common work involving the ULAR EWMP Group. This allows Willdan to bring an efficient and cost effective approach to the City of San Fernando.

Public Agency Programs

Willdan has managed and implemented all aspects of the Section VI.D.-Stormwater Management Minimum Control Measures of the NPDES Permit for decades. This includes but is not limited to New Development/Re-Development Programs; conditioning, plan review, and inspections of the Capital Improvement Program projects; the Illicit Connection/Illicit Discharge Detection and Elimination Program; Industrial/Commercial Facility inspections; Public Information and Education Outreach to residents and businesses; Development Construction inspections; and NPDES training for city staff. As stated above and within our proposal, Willdan has provided these services over the last two cycles of the municipal NPDES Permit, in addition to the recently adopted Regional MS4 Permit, and we continue to provide these services to a number of municipalities in the greater Los Angeles area.

This proposal is submitted by Willdan Engineering's Los Angeles regional office, which is located at 13191 Crossroads Parkway North, Suite 405, Industry, CA 91746.

Willdan looks forward to continuing our working relationship with the City of San Fernando. If there are any questions regarding this proposal, please contact Mr. Joe Bellomo, PE, QSD/P at (805) 279-6856 or by email at jbellomo@willdan.com.

Respectfully submitted,
WILLDAN ENGINEERING

Adel Freij, PE
Director of Engineering

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1. Name, Address and Phone Number

Office Location:	Contact Person:
Willdan Engineering 13191 Crossroad Parkway North, Suite 405 Industry, CA 91746 Phone: (562) 908-6200	**Mr. Joseph Bellomo, PE, QSD/P** Phone: (805) 279-6856 Email: jbellomo@willdan.com

About Willdan

Willdan Engineering, a California corporation since 1964, is a subsidiary of Willdan Group, Inc., a publicly-traded Delaware corporation. Services are provided to nationwide clientele through three subsidiary firms – Willdan Engineering, Willdan Energy Solutions, and Willdan Financial Services – that offer a portfolio of diversified strengths. Throughout our history, Willdan Engineering (Willdan) has served as a full-service, multi-disciplinary firm specializing in municipal engineering, planning, construction management and inspection, and building safety services along with a full complement of support disciplines.

Willdan possesses expertise in all facets of the public sector. The services required for the City of San Fernando are directly related to our core competencies. No other firm matches Willdan's combined breadth of directly relevant technical and operational expertise and depth of experience. We are truly the City's one-stop resource to meet virtually any municipal service need. Willdan's areas of specialization include:

- Water Resources
- City Engineering
- Contract Staffing
- Program Management
- Construction Management
- Civil Plan Review
- Transportation Engineering
- Traffic Engineering
- GIS
- Survey and Mapping
- Planning Services
- Landscape Architecture
- Structural Engineering
- Building and Safety
- Code Enforcement

Willdan's Water Resources Services include:

Water Resources

Flood Control and Stormwater/NPDES
- Pollution Discharge Requirements (NPDES)/Permit Processing
- Hydrology Reports
- Federal Insurance Studies (LOMR, CLOMR)
- Channel Improvements
- Scour and Sediment Transport Analyses

Debris Dam and Side Weir Design Master Plans
- Design
- Evaluation and Studies

Water Supply
- Planning
- Inspection
- Water System Improvements
- Well Rehabilitation

Wastewater/Stormwater
- Stormwater Program Management
- Planning
- Inspection
- Sewer System Management Plan
- Master Plans
- Feasibility Studies
- Storm Water and Drainage Design
- Financial, Legal, Political, Regulatory, and Technical Requirements
- Hydraulic Models

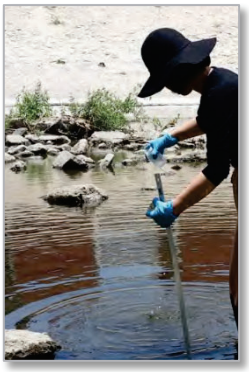
Water and Energy Conservation
- Master Plans
- Evaluation and Rehabilitation of Sewage Systems
- Sewage Lift Stations

Project Understanding

The Willdan team has provided the City the below services since 2013 and fully understands the services required by the RFP. We understand this project will include but is not limited to the following:

1. Implementation of Minimum Control Measure (MCMs) programs found in the current, and that in the future Municipal Storm Separate Sewer System (MS4) NPDES Permit.	The City is currently subject to the recently adopted Regional Phase I MS4 Permit (NPDES No. CAS004004), effective September 11, 2021. The MCMs in the MS4 Permit, are based on Section 122.26(d)(2)(iv) of Chapter 40 of the Code of Federal Regulations that identifies six categories of minimum control measures. These six MCMs found in the MS4 Permit are Public Information and Participation Program, Industrial/Commercial Facilities Program, Planning and Land Development Program, Development Construction Program, Public Agency Activities Program, and Illicit Connections and Illicit Discharges Elimination Program. Each program lists many elements that the City is required to implement. Willdan has assisted the City with all of these programs, with the exception of actual inspections required by the Industrial and Commercial Facilities Program. The Willdan staff assigned to this project are the same currently serving the City, and arguably have the most experience conducting inspections required by the Industrial and Commercial Facilities Program for several clients within the Los Angeles County basin.
2. Attend Upper L.A. River (ULAR) Enhanced Watershed Management Program (EWMP) meetings, and other meetings as directed. Discuss or meet with City Staff and provide a written NPDES update with information pertinent to the City's interests.	Willdan staff assigned to this project have represented the City's interests in the Upper Los Angeles River EWMP Group (Group) since 2013. During this time, we've kept 5 interim and permanent Public Works Directors and our primary point of contact, Mr. Kenneth Jones, informed through a combination of frequent emails, phone calls, and debrief meetings. We have a thorough understanding of the City's characteristics and views of the City staff that at times becomes beneficial as the Group contemplates new projects and programs. For example, the Willdan staff promoted the concept of the City's Regional Park BMP to the City staff, pursued its incorporation into the ULAR EWMP as a priority project that focused additional Group funds to perform preliminary engineering, and used this merit to apply for and win State funding for the design phase through the State's Proposition 1 Stormwater Grant Program – Planning Grant. SAFE CLEAN WATER PROGRAM

3. Review Los Angeles Regional Water Quality Control Board (LARWQCB) generated material, such as that associated with the current draft MS4 Permit, and coordinate commenting with City staff.	On July 23rd of this year, the LARWQCB adopted the new MS4 Permit for the region. Prior to its adoption, Willdan staff thoroughly reviewed and provided comments on the Tentative Draft Permit, discussed critical issues with City staff, and prepared a comment letter for review by City management for submittal to the LARWQCB staff. A number of comments provided resulted in positive changes to the Tentative Draft Permit. Willdan will continue to review pertinent documents and educate the City on various LARWQCB items. As our years of service with the City can attest, the same Willdan team has worked well with City staff and will continue to do the same moving forward.
4. Review ULAR EWMP Group generated material, and coordinate commenting with City staff, prior to submittal to the LARWQCB.	While maintaining the City's interests, Willdan staff reviews various reports and data that are submitted to the LARWQCB from the ULAR EWMP Group. Much of the City's compliance with water quality monitoring and reporting is facilitated at the watershed level. This includes Coordinated Integrated Monitoring Program (CIMP) monitoring data submittals, Watershed Annual Reports, Adaptive Management, and Reports of Waste Discharge, among other submittals. Prior to a final document's transmittal to the LARWQCB, Willdan staff reviews draft documents, briefs City staff on the intent of the submittal, coordinates commenting to the ULAR EWMP Group with the City, reviews the final document, and receives any necessary City signatures. This method of review ensures all documents that are developed by the ULAR EWMP Group have been thoroughly reviewed and comments understood and incorporated into the document by the ULAR EWMP Watershed Lead.
5. Assist the City in complying with the ULAR EWMP by attending regional, watershed, or city specific meetings as directed by City Staff, review current water quality targets and compliance efforts by City.	As Willdan staff has represented the City's interests in the ULAR Watershed for many years, staff continues to attend meetings associated with the ULAR EWMP Group and LARWQCB to have an understanding of regional, watershed, and local stormwater actions that will affect the City. Meetings include the LARWQCB Board Meetings, ULAR EMWP Group, LA Permit Group, Measure W ULAR Watershed Area Steering Committee (WASC), and various grant program initiatives. By attending such meetings, Willdan staff are prepared to assist the City reach and maintain compliance with the MS4 Permit and prepare the City for future regulations and efforts that will affect the City, such as MS4 Permit Renewals and ULAR EMWP Updates.

6. Prepare, and be able to carry out, special water quality sampling program or technical studies for the demonstration of compliance as directed by the City.	In 2013, when the City joined the ULAR EWMP Group, the Willdan team knew the benefits of a watershed based approached to compliance with water quality standards and coordinated monitoring. However, the Willdan team has always recommended to City staff certain water quality monitoring and studies at the City's drainage boundaries to safeguard the City from being wrapped in with poor water quality at downstream monitoring sites with drainage from several urbanized areas surrounding the City. With the City's permission, at a time when funds were available for a city-specific monitoring program, the Willdan team developed and implemented outfall screening and pollutant assessment programs as a preemptive measure to water quality exceedances at downstream compliance points. Should the City desire to continue these programs, Willdan is ready to safeguard the City and demonstrate its compliance.
7. Prepare and submit NPDES MS4 Annual Reports through the ULAR EWMP Group to the LARWQCB on behalf of the City.	Per the Regional MS4 Permit, the City is required to submit an NPDES MS4 Annual Report to the LARWQCB. The LARWQCB requires one report be submitted annually, an individual form, and one report to be submitted semi-annually, the watershed management program (WMP) progress report. Willdan has prepared the City's city-specific individual form, and preceding reporting formats, since the 2014-2015 reporting year. The ULAR EWMP Group is required to prepare and submit a WMP progress report, which highlights watershed-specific activities, such as monitoring trends, regional projects, and special studies. Willdan coordinates with the ULAR EWMP Group to ensure the City meets all required deadlines for the individual and WMP reports. Draft and final reports are reviewed and discussed with the City prior to their respective submittal deadlines to the LARWQCB.
8. Assist the City with storm water monitoring by reviewing the results of the ongoing monitoring program of the TMDLs and CIMP once approved by the LARWQCB.	 The City complies with MS4 Permit monitoring requirements and TMDLs by participating in the ULAR CIMP, contributing to the Harbor Toxic TMDL monitoring program, and LA River Trash TMDL catch basin retrofits and studies. Willdan frequently reviews data associated with the listed programs to determine if the City causes and contributes to water quality exceedances. Non-stormwater outfall screening is performed during the dry season to keep record of City discharges to receiving waters and potential sources. If there are ever water quality exceedances or other compliance issues that may be associated with the City, Willdan steps in to determine the issues, communicate potential solutions with City staff, and help develop any necessary responses to the LARWQCB.

9. Provide Low Impact Development (LID) plan checking services on an as requested basis relating to MS4 Permit requirements.	Though development and redevelopment activity within the City has been relatively low, Willdan plan checkers are experienced in reviewing LID Plans and the like for many Los Angeles area clients.
10. Perform site inspections of LID and SUSMP Best Management Practices (BMPs) annually or as directed by City.	The Willdan team has experience recommending changes to a municipal code that not only enhances a city's authority to inspect water quality improvement devices on private property, but also sets up a recoverable inspection fee. The Willdan team understands they will need to work with the City to develop a list of public and private properties where water quality improvement devices have been installed, review the City's Municipal Code and recommend changes if necessary, develop an informational letter informing the property owner about the MS4 Permit requirement to verify effectiveness of their installed BMP, recommend to the City an approach to this inspection program, and carry out inspections as professional and efficient as expected by the City leadership.

2. Related Experience

NPDES Experience

Since the adoption of the first Municipal NPDES Permit for Los Angeles County in June 1990, Willdan has provided professional permit and TMDL management and review services for several area municipalities. The NPDES services Willdan provides to its clients range from being an onsite staff augmentation with the title of Stormwater Program Manager to carrying out specifically scoped studies and services. Working with our clients we find a way to tailor an NPDES program balanced on specific needs and available budgets.

The following describes typical program arrangements Willdan has served its clients:

Program Management	Currently three cities rely on the Willdan team for full permit and TMDL program management services. In this capacity, Willdan functions as city staff where the work includes the preparation of fiscal year budgets, reports, and presentations to city staff and/or city council; review of the current and upcoming MS4 Permits; preparation of annual reports and presentations to regulators; development and management of service contracts, multiagency agreements, and compliance programs; and coordination among watershed partners, regulators and at times non-governmental organizations.
Full/Partial MCM Implementation	Using a full range of administrative and field activities, Willdan has experience ensuring compliance with Section VI.D of the 2012 MS4 Permit – Stormwater Management Minimum Control Measures. This includes compliance activities associated with public information and public participation, industrial/commercial facilities, planning and land development, development construction, public agency activities, and illicit discharge/illicit connection management.
Development Plan Review Services	As part of the project development review process required by past Municipal NPDES Permits as well as the current Permit, Willdan provides professional engineering related review services for public and private projects subject to the conditioning and approval for design and implementation of stormwater mitigation measures. This includes new development, redevelopment, and construction activities. As a result, Willdan has a comprehensive understanding of proper site design, source control measures, and the ability to implement appropriate best management practices (BMPs).
E/WMP Group Representation	Willdan has an in-depth knowledge of the development and implementation of WMPs and EMWPs, including the Upper Los Angeles River Watershed EWMP. Throughout Willdan's participation in multiple E/WMP groups, staff has negotiated multiagency contracts and agreements, actively participated in the development process of the ULAR EWMP and its CIMP; has collaborated and participated in meetings with group partners and LARWQCB staff. In addition, Willdan has assisted in the development of presentations to the LARWQCB, multiagency agreements, CIMP implementation, and multiagency cost-sharing formulas.

TMDL Programs and Studies	From the review of Regional Board developed draft Basin Plan Amendments to addressing TMDL requirements, Willdan has years of experience. Quite often Willdan Engineering finds itself representing multiple clients with a common interest in the same watershed. These situations provide opportunities for our firm to take on lead watershed roles for the betterment of its clients, especially concerning TMDLs. For example, on behalf of the City of Agoura Hills, Mr. Bellomo helps manage the Malibu Creek Watershed (MCW) EWMP and CIMP contract and agreements and associated tasks. Willdan has also helped implement city-specific special monitoring programs. Another example is the Willdan Designed, Managed and Inspected installation of CPS and ARS full capture devices for 16 Gateway COG cities.

The following table and summary of client services illustrates the experience of key personnel and their corresponding municipal clients.

Services	San Fernando	La Canada Flintridge	Hidden Hills	Calabasas	Agoura Hills	Westlake Village	Bell	Cudahy	Fillmore	La Puente
Program Management			✓	✓		✓				
Full MCM Implementation		✓	✓	✓		✓				
Partial MCM Implementation	✓				✓		✓	✓	✓	✓
Development Plan Review Services			✓	✓		✓			✓	✓
ULAR-EWMP Group Representation	✓	✓	✓							
Non ULAR-EWMP Group Representation			✓		✓	✓	✓	✓		✓
EWMP/CIMP Development Assistance	✓	✓	✓		✓	✓		✓	✓	✓
Manage/Prepare TMDL Programs/Studies	✓	✓	✓	✓	✓	✓			✓	✓

Related Experience

City of San Fernando	Since 2013, Willdan has provided the City with ULAR EWMP Group representation and general NPDES Permit compliance consultation. This includes MS4 Permit, ULAR EWMP, and TMDL technical guidance, Trash TMDL compliance and catch basin retrofits, Measure W guidance and grant application assistance, annual report preparation, staff training, non-stormwater outfall inspections, and implementation of MS4 Permit minimum control measures. Willdan drafts City Council staff reports, multi-agency agreement guidance, and staff briefings. Additionally, Willdan has provided support to the Water Department to help achieve compliance with well discharge requirements.

City of La Cañada Flintridge	Since 1995, Willdan has served in various capacities with the City, beginning when they were the named City Engineer to today when Willdan augments City staff by performing MS4 permit functions. As with the City of San Fernando, La Cañada Flintridge is located in the ULAR and a member of the ULAR EWMP Group. Willdan provides ULAR EWMP and CIMP technical guidance, meeting representation, MCM implementation including commercial and industrial inspections, and provides support with City Council reports, presentations, and City staff training. In addition, Willdan performs non-stormwater outfall inspections, annual report preparation, and provides guidance and assistance for Measure W and other funding programs.
City of Hidden Hills	Since 2013, Willdan has been responsible for full compliance with the Municipal NPDES Permit for the City of Hidden Hills. Hidden Hills is the third member Willdan represents in the ULAR EWMP Group. Willdan also represents the City's interest for its area that drains to the Malibu Creek Watershed. Willdan has ensured compliance with all aspects of the municipal NPDES permit, and developed compliance with the State's construction general permit, including SWPPP and USMP reviews, and LID plan reviews. Additionally, Willdan provides TMDL management and implementation of related programs, special monitoring studies, staff training, construction site and non-stormwater outfall inspections, Measure W and other grant assistance, and annual reporting services.
City of Calabasas	Since 1991, Willdan has held various contracts with the City to provide professional engineering services. Work includes engineering design, stormwater improvement design, roadway design and resurfacing, utility coordination, grant contract administration, construction management and observations, labor compliance, and plan check services for SWPPP, USMP, street, water, sewer, storm drain, and landscape improvements. From 2003 to 2007, Willdan provided on-site staff support for NPDES and TMDL management. During this period Willdan ensured compliance with the NPDES Permit and TMDLs, watershed planning, provided training, and transitioned City staff into the Environmental Services Division as well as the current Environmental Services Manager.
City of Agoura Hills	Since 2005, Willdan has provided stormwater management services to the City of Agoura Hills, including stormwater design, management, and consulting services. Services provided include preparation of the City's NPDES Annual Report, assistance with MS4 Permit minimum control measures, MCW group coordination, trash monitoring site investigation and follow up, preparing cost estimates relating to the NPDES/Stormwater Program for the City's annual budget, conducting staff meetings and training, and providing special study, project, and Measure W support.

City of Westlake Village	Willdan has provided full engineering services to the City since 1983. Effort includes general engineering services, engineering design, budget analysis and projection, stormwater improvement design, roadway design and resurfacing, flood plain management, utility coordination, management of the NPDES permit and TMDLs, contract administration, construction management and observations, labor compliance, grant application and administration, and plan check services. As a component of the engineering services, Willdan is responsible for managing the City's stormwater program. Such services include full MS4 Permit compliance including minimum control measure implementation, coordination of a city-specific monitoring program, participating in MCW Management Committee and EWMP group, funding assistance, reviewing and providing guidance on key technical documents and regulations, and completing the annual reporting required by state and federal regulations.
City of Bell	Willdan is responsible for assisting with the City's stormwater program relating to MS4 Permit compliance and serving as the City's advocate at Los Angeles River - Upper Reach 2 (LAR-UR2) watershed, funding, and permit group meetings. Willdan reviews and provides guidance on key technical documents and regulations, administers commercial and industrial facility inspections, provides staff training, and completes the required annual reporting.
City of Cudahy	Since 2013, Willdan has served in various capacities with the City. The City staff performs most of the permit functions and consults Willdan for technical assistance, LAR-UR2 Watershed and MS4 permit meeting representation, staff training, commercial and industrial facility inspections, and completion of annual reporting requirements. Willdan has specifically assisted with the development of the Green Streets policy and the Low Impact Development Ordinance adopted by the City Council to manage development in the City and provides annual assistance with Model Water Efficient Landscape Ordinance reporting requirements.
City of Fillmore	Willdan has served as the Contract City Engineer and public works staff for the City of Fillmore since 2015. Services include contract staff augmentation for the City Engineer, Deputy City Engineer, Stormwater Consultant, and capital improvement program planning scoping budgeting and implementation. As the City's stormwater consultant, Willdan supplements City staff to provide Ventura County Stormwater Management Committee and related TMDL group representation, stormwater technical guidance, commercial and industrial facility inspections, staff training, annual report preparation, and other as-needed stormwater services.
City of La Puente	Since 2010, Willdan has served as the City Engineer for the City. In this capacity Willdan provides project conditioning to comply with NPDES regulations and when submitted for development permits the plans are reviewed to ensure that the project provides stormwater treatment BMPs. Willdan also provides the City with the Upper San Gabriel River EWMP Group meeting representation and technical guidance, and provides as needed MS4 Permit compliance assistance, including annual staff training and annual report preparation.

3. Proposed Staff

Mr. Joseph Bellomo, PE, QSD/P will be the Project Manager and will be supported by Ms. Kelsey Reed, and Ms. Mayra Martinez.

Project Manger

Mr. Joseph Bellomo, PE,QSD/P, prior to joining Willdan, worked in the Department of Health Services for the County of Los Angeles as the Senior Environmental Health Technician for the Bureau of District Environmental Services (DES). The Bureau of DES is responsible for managing impacts to public health at commercial food facility and housing in Los Angeles County. During his time in DES, Mr. Bellomo transitioned from conducting inspections in the field to administrative responsibilities under the direct supervision of the Bureau Director as the County began the restaurant grading program and reformation of food facility inspections. In January 2004, Mr. Bellomo joined Willdan as a Civil Engineer to work on various aspects of stormwater and city engineering. Since his start with the firm, Joe has used his experience and knowledge of the State and Federal National Pollutant Discharge Elimination Systems program to manage compliance for many of Willdan's clients. The majority of Willdan's NPDES related clients rely on Joe for full NPDES permit and Total Maximum Daily Load program management services, formally or otherwise. This typically includes the preparation of fiscal year budgets, report, and presentations to city staff and city council, preparation of annual reports and presentations to regulators; development and management of service contracts, multiagency agreements, and compliance programs; coordination with watershed partners, regulators and non-governmental organizations; and at times managing city service personnel. As a result, Willdan has a comprehensive understanding of NPDES Permit requirements and the best approach to implementation. Mr. Bellomo is assisted by a team of two solely dedicated to providing NPDES compliance services to Willdan clientele.

Support Technical Team

Ms. Kelsey Reed, CESSWI, QSP, HAZWOPER, prior to joining Willdan, worked for the City of Camarillo Stormwater Division for over a year where she gained valuable experience in stormwater permit management, inspections, and policy. Ms. Reed has also been responsible for independent research of stream geomorphology while attending California State University, Channel Islands. In July 2015, Ms. Reed joined Willdan to work primarily on stormwater quality compliance.

As the Environmental Analyst II, Ms. Reed assists in meeting the workload demand for Bell, Cudahy, Hidden Hills, Fillmore, La Cañada Flintridge, La Puente, San Fernando, and manages the contracts for Agoura Hills and Westlake Village.

Ms. Mayra Martinez prior to joining Willdan as an Environmental Analyst I, she worked in environmental consulting for four years where she gained valuable experience in consultant services, environmental remediation, and policy. While attending California State University, Channel Islands, Ms. Martinez also worked for local government agencies where she provided support on agriculture sustainable practices in Ventura County. In the last year, Ms. Martinez joined Willdan to focus her expertise to water quality management.

Ms. Martinez assists Mr. Bellomo and Ms. Reed with the workload in Agoura Hills, Bell, Hidden Hills, Fillmore, La Cañada Flintridge, La Puente, San Fernando, Westlake Village, and manages the contract for Cudahy.

Time Commitment and Availability

Willdan is committed to providing the staffing and resources required to assist the NPDES consulting services to the City on schedule and at the rates stated. The City can rest assured that our dedicated staff will be available and accessible to the City staff during normal business hours, within reasonable limitations for the duration of the project. No substitution of key staff will occur without the written approval of the City.

Personnel Resumes

The following pages contain our key personnel resumes that show education, registration, and related experience for the City's review.

Joseph E. Bellomo, PE, QSD/P

Supervising Engineer

Project Role: Project Manager

Profile Summary	
Education:	▪ *BS, Civil Engineering, California State University, Los Angeles*
Registration:	▪ *Civil Engineer, California No. 75564* ▪ *Qualified SWPPP Developer (QSD) and Qualified SWPPP Practitioner (QSP) No. 20016*
Experience:	*22 Years*

Mr. Joseph Bellomo joined Willdan as a Civil Engineer to work on various aspects of stormwater and city engineering. Since his start with the firm, he has used his experience and knowledge of the State and Federal National Pollutant Discharge Elimination Systems program to manage compliance for many of Willdan's clients. The majority of Willdan's NPDES related clients rely on Mr. Bellomo for full NPDES permit and Total Maximum Daily Load program management services. This typically includes the preparation of fiscal year budgets, report, and presentations to city staff and city council, preparation of annual reports and presentations to regulators; development and management of service contracts, multiagency agreements, and compliance programs; coordination with watershed partners, regulators and non-governmental organizations; and at times managing city service personnel. As a result, Willdan has a comprehensive understanding of NPDES Permit requirements and the best approach to implementation.

Relevant Experience

NPDES/EWMP Consulting Services, City of San Fernando, CA. Mr. Bellomo has provided the City with Upper Los Angeles River EWMP Group representation and general NPDES Permit compliance consultation since 2013. This includes compliance with the MS4 Permit and TMDL technical guidance, Trash TMDL compliance and catch basin retrofits, annual report preparation, staff training, and general implementation of MS4 Permit minimum control measures. Joe assists the Water Department comply with the Low Threat Discharge permit issued for the reactivation of Well 7A, and other matters relating to regulatory requirements.

NPDES Consulting Services, City of La Cañada Flintridge, CA. In 2013 Mr. Bellomo assisted the City develop programs to comply with the MS4 Permit adopted at the end of 2012. One of the programs Joe helped the City develop was a municipal code based reimbursable inspection program of privately installed water quality improvement devices. In 2015, Mr. Bellomo began managing the NPDES program as an offsite extension of city staff and implemented most of the minimum control measures required by the MS4 Permit. Joe, or his staff, has represented the City's interests in the ULAR EWMP since 2013, and provides technical guidance on the CIMP relevance to the City's discharge. He provides support with City Council reports and presentations and city staff briefings; NSW outfall inspections; commercial facility inspections; annual report preparation; and Measure W guidance and assistance.

NPDES/Water Quality Consultant Services, City of Hidden Hills, CA. Mr. Bellomo has served as the Stormwater Program Manager since 2013. Joe is responsible for full compliance with the Municipal NPDES Permit, TMDLs in the Los Angeles River Watershed and Malibu Creek Watershed, as well as other NPDES regulations. On the City's behalf, he serves as the City's representative to the North Santa Monica Bay Watershed Area Steering Committee for the regional management of the Measure W – Safe Clean Water Program. Joe has ensured compliance with the municipal NPDES permit, and developed compliance with the State's construction general permit, including SWPPP and USMP reviews, and LID plan reviews. Mr. Bellomo reports directly to the City Manager and answers to the City Council on all NPDES permit and TMDL management and implementation of related programs, special monitoring studies, and annual reporting.

General Engineering, City of Calabasas, CA. Mr. Bellomo provided the City onsite staff augmentation from 2006 to 2008. During this period Joe ensured compliance with the NPDES Permit, helped develop public educational material, run creek cleanup events, management of watershed monitoring program and reporting to regulators and stakeholders, assisting in stormwater improvement design, and grant contract administration. In 2008, Joe trained the Environmental Programs Manager who still works in that capacity today. Since 2008, Joe has helped the City whenever needed without a contract.

Stormwater Program Management, City of Agoura Hills, CA. From 2007 to 2010 Mr. Bellomo served as Stormwater Program Manager. Joe provided the City Engineering Department with offsite staff support services and ensured compliance with the municipal NPDES permit, developed compliance with the State's construction general permit, SSO regulations, and TMDLs. Duties include SWPPP and USMP reviews, NPDES permit and TMDL management and implementation of related programs, special monitoring studies, watershed-wide compliance monitoring program, staff reports, assisting at the public counter for stormwater related issues, and participation on the Development Review Committee to provide conditions for private development projects. Mr. Bellomo trained and transitioned a city staff member to take over the duties of the Stormwater Program Manager and currently assists with technical issues and as-needed MS4 compliance tasks, including assisting with EWMP and CIMP management and Malibu Creek Watershed group coordination.

NPDES/City Engineering Services, City of Westlake Village, CA. Mr. Bellomo served as the Stormwater Program Manager for the City of Westlake Village from 2008 through 2018. He has been responsible for providing the City municipal and construction National Pollutant Discharge Elimination System program management; grant application and contract management; NPDES staff training, program evaluation and reporting; community presentations, staff reports, and budget reports; formalizing multi-agency watershed agreements; compliance with watershed Total Maximum Daily Loads; and served as the chair of the Malibu Creek Watershed Management Committee for the past nine years.

Mr. Bellomo served as one of four members that represented the LA Permit Group, a group that is comprised of approximately 61 cities in Los Angeles County, in the negotiation of the 2012 MS4 Permit. This Permit introduced the concept of compliance with water quality standards and limits through the development and implementation of watershed management planning. This compliance strategy has since been used by other regional boards throughout California, as well as other similar regulatory agencies in other states.

While serving as the Stormwater Program Manager for Westlake Village, Mr. Bellomo represented the City's interest with active participation in various Countywide funding programs such as the Integrated Regional Water Management Plan (IRWMP) where Mr. Bellomo currently serves as the first alternate to the Chair of the North Santa Monica Bay Sub-Regional Steering Committee and representative to the Greater Los Angeles County Regional IRWMP Leadership Committee; alternate to the Executive Director of the Las Virgenes-Malibu COG seat on the Safe, Clean Water Stakeholder Advisory Committee that's responsible for the development of Measure W; and served in technical groups such as the LA Permit Group, the Watershed Management Modeling System Advisory Committee. This active participation beyond the City's boundaries ensures the best decisions and outcomes are made for the City.

Federal Compliance and Grantsmanship, City of Westlake Village, CA. Mr. Bellomo was responsible for providing federal compliance for several federally-funded projects for the City of Westlake Village. This included full administration of federal funding through Caltrans, ensuring federal compliance during construction, invoicing for reimbursements, and project close-out and final invoice packages.

In 2007, Mr. Bellomo assisted the City Engineer secured $8.57 million for the City's US 101/Lindero Canyon Road Interchange Improvement Project through the Los Angeles County Metropolitan

Transportation Authority's competitive Call-for-Projects program. In 2009 they obtained an additional $13 million of Measure "R" Highway Operational Improvement funds for the interchange project and the Westlake Village Community Park park-and-ride facility. Mr. Bellomo is responsible for programming the City's transportation projects in the local Regional Transportation Plan and Federal Transportation Improvement Program through the Los Angeles Metropolitan Transportation Authority, Southern California Association of Governments, and Federal Highway Administration.

Through the Greater Los Angeles County Integrated Regional Water Management Plan, Mr. Bellomo applied for, and received, more than $220,000 of Proposition 50 funding for the City's Citywide Irrigation Controller Replacement Program that utilizes weather-based irrigation controllers and efficiency sprinkler heads on roadway medians, parks, and other City-owned landscaped property.

NPDES Services, City of Bell, CA. Mr. Bellomo is responsible for assisting with the City's stormwater program relating to ensuring MS4 Permit compliance; serving as the City's advocate at LAR-UR2 watershed, funding, and permit group meetings; reviewing and providing guidance on key technical documents and regulations; administering commercial and industrial facility inspections; and completing the required annual reporting.

NPDES Consulting Services, City of Cudahy, CA. Mr. Bellomo performs most of the permit functions and provides technical expertise; LAR-UR2 WMP and other MS4 permit-related meeting representation; staff training; commercial and industrial facility inspections; and annual reporting requirements. Joe assisted with the development of the Green Streets policy and the Low Impact Development Ordinance adopted by the City Council to manage development in the City.

Staff Augmentation/NPDES/Construction Management/Federal Compliance, City of Fillmore, CA. Mr. Bellomo served as the Deputy City Engineer from 2016 to 2019 where he was responsible for the implementation of the Capital Improvement Projects, compliance with various regulatory requirements associated with the NPDES program, assisting the Public Works Supervisor manage the City's wells, wastewater, parks, and other infrastructure. Service included federal compliance on four project packages of federally funded construction projects. This included constructability review of existing construction plan sets, coordination of required design updates to the PS&E, advertise and award the construction contract, provide construction management and varying levels of construction inspection, coordination of multiple stakeholder groups for each project, and full administration of federal funding processing for projects at various stages of approval to secure funds, ensure federal compliance during construction, and invoice Caltrans for reimbursement of funds.

City Engineering and Support NPDES Services, City of La Puente, CA. Mr. Bellomo currently assists the City comply with NPDES regulations, ensure that project provides treatment BMPs for the stormwater discharge. Joe also provides the City with the Upper San Gabriel River EWMP Group meeting representation and technical guidance, and provides as needed MS4 Permit compliance assistance, including annual staff training and annual report preparation.

Kelsey Reed, CESSWI, QSP, HAZWOPER

Environmental Analysist III

Project Role: Technical Support

Profile Summary	
Education:	▪ *BS, Environmental Science and Resource Management, California State University, Channel Islands*
Registration:	▪ *Qualified Stormwater Practitioner, California Stormwater Quality Association No. 25680* ▪ *Certified Erosion, Sediment and Stormwater Inspector, EnviroCert International, Inc. No. 4574* ▪ *Rainwater/Stormwater Post-Construction BMP Inspection & Maintenance Certification* ▪ *Certified Hazardous Waste Operations and Emergency Response (HAZWOPER)*
Experience:	*8 Years*

Ms. Kelsey Reed joined Willdan in 2015 to work primarily on stormwater quality compliance. Prior to her experience at Willdan, she worked as an intern for the City of Camarillo's Stormwater Department while completing her degree. Ms. Reed now works with a variety of clients, assisting with stormwater compliance services that vary from site inspections and illicit discharge response to funding assistance and council report development.

Relevant Experience

NPDES/EWMP Consulting Services, City of San Fernando, CA. Ms. Reed has played an active role MS4 Permit compliance support staff to the City. She routinely provides NSW outfall screening and source identification, annual report preparation, public outreach, and annual City staff training. Additionally, Ms. Reed represents the City's interests in the Upper Los Angeles River Watershed EWMP Group and the Los Angeles Permit Group. During the Regional MS4 Permit adoption process, Ms. Reed provided a thorough review of the working and tentative drafts and provided comments on behalf of the City. Ms. Reed previously assisted with the City's Proposition 1 application for the San Fernando Regional Park project that provided $450,000 in design funds.

NPDES/City Engineering Services, City of Westlake Village, CA. Ms. Reed has served as the City's Stormwater Program Manager for over four years. As an offsite extension of City staff, Ms. Reed ensures the City is in compliance with the various minimum control measures of the MS4 Permit. This includes construction site BMP inspections, illicit discharge response and resolution, annual training, public outreach, and commercial and industrial site inspections. In addition to MS4 Permit compliance, Ms. Reed actively represents the City's interests at various stormwater meetings, such as the Malibu Creek Watershed EWMP Group, and provides careful reviews of watershed and regulatory documents. Ms. Reed played an active role in the review and comment of multiple drafts of the Regional MS4 Permit and ensured the City was informed during the process. With the passage of Measure W in 2018, Ms. Reed ensured the City was prepared to receive municipal return funds, including the development of annual plans and council reports. Additionally, Ms. Reed continues to provide MS4 Permit annual reporting services to the City, including the review and comment of the Malibu Creek Watershed EWMP Watershed Annual Report.

Stormwater Program Management, City of Agoura Hills, CA. Ms. Reed has been responsible for as-needed assistance with MS4 Permit compliance. This includes NSW outfall screening, commercial facility inspections, construction site BMP inspections, and annual reporting. Additionally, Ms. Reed keeps the City informed of critical stormwater regulatory and watershed-based developments and represents the City's interests as-needed at various stormwater meetings.

City Engineering and Support NPDES Services, City of La Puente, CA. Ms. Reed provides as-needed stormwater compliance services to the City. this includes compliance with MS4 Permit and reporting requirements. Ms. Reed helped to develop the City's response to the 13383 letter to address the State

Trash Policy and provides assistance with Measure W obligations. When requested, Ms. Reed provides City representation at the Upper San Gabriel River EWMP Group and other various meetings.

Stormwater Program Management, City of Fillmore, CA. Ms. Reed provides partial MS4 Permit compliance services to the City. This includes commercial and industrial inspections, annual staff training, annual reporting services. Ms. Reed represents the city's interests in the Ventura County Stormwater Management Committee and Santa Clara River Watershed Group and updates staff of critical information and deadlines as it pertains to the groups. With the recent adoption of the Regional MS4 Permit, Ms. Reed has attended various meetings regarding the possibility of watershed management program (WMP) development; she provides key information to the City that will help guide the City to make the critical decision to join a WMP or not.

NPDES/Water Quality Consultant Services, City of Hidden Hills, CA. Ms. Reed has supported the City with MS4 Permit compliance for over 6 years. Her duties have varied from annual report preparation to compliance with minimum control measures. She annually helps the City demonstrate compliance with the LA River Trash TMDL through the implementation of a daily generation rate study. She additionally provides NSW outfall screening and source identification, illicit discharge response, and construction site inspections. Ms. Reed has served as an advocate for the City in various stormwater groups and meetings, such as the LA Permit Group, ULAR and MCW EWMP Groups, and funding committees.

Mayra Martinez

Environmental Analyst II

Project Role: Technical Support

Profile Summary	
Education:	▪ *BS, Environmental Science and Resource Management, California State University, Channel Islands*
Registration:	▪ *American Red Cross First Aid/CPR/AED*
Experience:	*7 Years*

Ms. Mayra Martinez has previously worked for a consulting firm and local government agencies where she provided support on sustainable practices including best management practices for agriculture in Ventura County. In the last year, Ms. Martinez has focused her expertise to water quality and conservation, joining Willdan in February 2020 to work primarily on stormwater quality compliance.

Relevant Experience

NPDES/EWMP Consulting Services, City of San Fernando, CA. Ms. Martinez assists with the implementation of the City's EWMP, CIMP, and MS4 Permit. She attends meetings on behalf of the City and provides review and comment on various watershed and LARWQCB-related materials. Ms. Martinez also assists with briefings, reports, and outreach to the public, city staff, and City Council.

NPDES Consulting Services, City of Cudahy, CA. Ms. Martinez is responsible for assisting with the City's stormwater program related to MS4 Permit compliance; serving as the City's advocate at watershed, funding, and permit group meetings; reviewing and providing guidance on key technical documents and regulations; administering commercial and industrial facility inspections; and completing the required annual reporting.

NPDES Consulting Services, City of La Cañada Flintridge, CA. Ms. Martinez assists with the implementation of the City's EWMP, CIMP, and MS4 Permit. Ms. Martinez attends meetings on behalf of the City and provides thorough review and comment on documents from the ULAR EWMP Group and LARWQCB. She also assists with briefings and reports to the public, city staff, and City Council.

NPDES/Water Quality Consultant Services, City of Hidden Hills, CA. Ms. Martinez assists with the management of the City's stormwater program related to MS4 Permit compliance; inspecting pre-/post-rain event construction site BMPs; Trash TMDL monitoring; screening NSW outfalls; performing public outreach; serving as the City's advocate at watershed, funding, and permit group meetings; and completing the required annual reporting.

NPDES Services, City of Bell, CA. Ms. Martinez is responsible for assisting with the City's stormwater program relating to MS4 Permit compliance; serving as the City's advocate at watershed, funding, and permit group meetings; reviewing and providing guidance on key technical documents and regulations; administering commercial and industrial facility inspections; and completing the required annual reporting.

NPDES/City Engineering Services, City of Westlake Village, CA. Ms. Martinez assists with stormwater services including MS4 Permit compliance; inspecting commercial facilities; inspecting pre-/post rain event construction site best management practices (BMPs), illicit discharge response and prevention, and non-stormwater (NSW) discharge outfall screening; stormwater public outreach; participating in Malibu Creek Watershed Management Committee and EWMP group; reviewing and providing guidance on key technical documents and regulations; and completing the annual reporting required by state and federal regulations.

Stormwater Program Management, City of Agoura Hills, CA. Ms. Martinez assists with stormwater services including MS4 Permit compliance; inspecting commercial facilities; inspecting pre-/post rain event construction site best management practices (BMPs), illicit discharge response and prevention, and non-stormwater (NSW) discharge outfall screening; stormwater public outreach; participating in Malibu Creek Watershed Management Committee and EWMP group; and completing the annual reporting required by state and federal regulations.

4. References

Below, we have included references for our proposed team. These references are also best able to attest for Willdan's overall experience and expertise in providing NPDES services.

City of La Cañada Flintridge
Mr. Patrick DeChellis, PE
Public Works Director
(818) 790-8882

City of Agoura Hills
Mr. Kelly Fisher
Public Works Project Manager
(818) 597-7338

City of Fillmore
Mr. David W. Rowland
City Manager
(805) 524-1500 ext. 209

City of Cudahy
Mr. Aaron Hernandez-Torres
Assistant City Engineer
(323) 773-5143 ext. 228

City of Hidden Hills
Mr. Kerry Kallman
City Manager
(818) 888-9291

City of Calabasas
Mr. Alex Farassati
Environmental Services Supervisor
(818) 224-1680

City of Westlake Village
Ms. Josephine Wilson
Administrative Services Director
(818) 706-1613

City of La Puente
Mr. John Di Mario
Development Services Director
(626) 855-1517

5. Cost Proposal

WILLDAN

WILLDAN ENGINEERING

Schedule of Hourly Rates

Effective July 1, 2021 to June 30, 2022

DESIGN ENGINEERING	
Technical Aide I	$70
Technical Aide II	$91
Technical Aide III	$112
CAD Operator I	$114
CAD Operator II	$132
CAD Operator III	$147
GIS Analyst I	$152
GIS Analyst II	$173
GIS Analyst III	$180
Environmental Analyst I	$127
Environmental Analyst II	$142
Environmental Analyst III	$151
Environmental Specialist	$163
Designer I	$152
Designer II	$158
Senior Designer I	$167
Senior Designer II	$175
Design Manager	$178
Senior Design Manager	$181
Project Manager I	$164
Project Manager II	$182
Project Manager III	$191
Project Manager IV	$206
Principal Project Manager	$210
Program Manager I	$182
Program Manager II	$193
Program Manager III	$211
Assistant Engineer I	$127
Assistant Engineer II	$144
Assistant Engineer III	$152
Assistant Engineer IV	$157
Associate Engineer I	$162
Associate Engineer II	$169
Associate Engineer III	$176
Senior Engineer I	$179
Senior Engineer II	$183
Senior Engineer III	$182
Senior Engineer IV	$189
Supervising Engineer	$193
Traffic Engineer I	$193
Traffic Engineer II	$206
City Engineer I	$206
City Engineer II	$216
Deputy Director	$214
Director	$219
Principal Engineer	$238

BUILDING AND SAFETY	
Assistant Code Enforcement Officer	$93
Code Enforcement Officer	$107
Senior Code Enforcement Officer	$126
Supervisor Code Enforcement	$152
Plans Examiner Aide	$100
Plans Examiner	$152
Senior Plans Examiner	$167
Assistant Construction Permit Specialist	$107
Construction Permit Specialist	$112
Senior Construction Permit Specialist ***	$132
Supervising Construction Permit Specialist	$140
Assistant Building Inspector	$126
Building Inspector***	$140
Senior Building Inspector	$152
Supervising Building Inspector	$167
Inspector of Record	$178
Deputy Building Official	$178
Building Official	$180
Plan Check Engineer	$178
Supervising Plan Check Engineer	$180
Principal Project Manager	$210
Deputy Director	$214
Director	$219

PLANNING	
CDBG Technician	$74
CDBG Specialists	$89
CDBG Analyst	$105
CDBG Coordinator	$131
CDBG Manager	$158
Planning Technician	$112
Assistant Planner	$140
Associate Planner	$152
Senior Planner	$173
Principal Planner	$180
Planning Manager	$195
Deputy Director	$214
Director	$219

ADMINISTRATIVE	
Administrative Assistant I	$83
Administrative Assistant II	$100
Administrative Assistant III	$117
Project Accountant I	$94
Project Accountant II	$110
Project Controller I	$117
Project Controller II	$132

CONSTRUCTION MANAGEMENT	
Labor Compliance Specialist	$126
Labor Compliance Manager	$158
Utility Coordinator	$167
Assistant Construction Manager	$138
Construction Manager	$160
Senior Construction Manager	$180
Resident Engineer I	$180
Resident Engineer II	$187
Project Manager IV	$206
Deputy Director	$214
Director	$219

INSPECTION SERVICES	
Public Works Observer **	$108
Public Works Observer ***	$131
Senior Public Works Observer**	$118
Senior Public Works Observer ***	$131

MAPPING AND EXPERT SERVICES	
Survey Analyst I	$132
Survey Analyst II	$152
Senior Survey Analyst	$173
Supervisor - Survey & Mapping	$182
Principal Project Manager	$210

LANDSCAPE ARCHITECTURE	
Assistant Landscape Architect	$132
Associate Landscape Architect	$152
Senior Landscape Architect	$167
Principal Landscape Architect	$180
Principal Project Manager	$210

** For Non-Prevailing Wage Project *** For Prevailing Wage Project

Mileage/Field Vehicle usage will be charged at the rate in accordance with the current FTR mileage reimbursement rate, subject to negotiation.

Additional billing classifications may be added to the above listing during the year as new positions are created. Consultation in connection with litigation and court appearances will be quoted separately. The above schedule is for straight time. Overtime will be charged at 1.5 times, and Sundays and holidays, 2.0 times the standard rates. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%). A sub consultant management fee of fifteen percent (15%) will be added to the direct cost of all sub consultant services to provide for the cost of administration, consultation, and coordination. Valid July 1, 2021 thru June 30, 2022, thereafter, the rates may be raised once per year to the value between the 12-month % change of the Consumer Price Index for the Los Angeles/Orange County/Sacramento/San Francisco/San Jose area and five percent.

EXHIBIT "B"
CONTRACT NO. 2045

WILLDAN

13191 Crossroads Parkway North, Suite 405
Industry, CA 91746-3443
562.908.6200 | 800.499.4484 | Fax: 562.695.2120

www.willdan.com

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

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

Date: August 21, 2023

Subject: Consideration to Approve a First Amendment to the Professional Services Agreement with 4LEAF, Inc. for Additional On-Call Community Preservation Services and Transfer $75,000 from Salary Savings from the Community Development Department's Various Vacant Positions to Fund the Agreement

RECOMMENDATION:

It is recommended that the City Council:

a. Approve a first Amendment to the Professional Services Agreement with 4LEAF, Inc. ("4LEAF") (Attachment "A" – Contract No. 2173(a)) for on-call community preservation services to increase the not-to-exceed amount to $124,950 and extend the contract to June 30, 2024;

b. Authorize a budget transfer of $75,000 from salary savings from the Community Development Department's various vacant positions (Director of Community Development and Community Preservation Officers) as allocated in the Fiscal Year 2023-2024 adopted budget to fund the on-call community preservation professional services agreement; and

c. Authorize the City Manager, or designee, to execute the Amendment and all related documents.

BACKGROUND:

1. In May 2023, the City's Community Preservation Officer/Building Inspector submitted a resignation letter and a long-time Community Preservation Officer submitted a retirement letter; both effective in June 2023.

2. To maintain community preservation and building inspection services, the City contacted seven (7) companies, Willdan, Interwest, 4LEAF, BPR Consulting, Transtech, CSG, and JAS Pacific to provide community preservation and/or building inspection services. Of the seven, only three companies (Willdan, Interwest, and 4LEAF) provided proposals.

3. On June 5, 2023, a Community Service Officer from the Police Department was assigned to serve as an Interim Community Preservation Officer to maintain service.

4. On June 26, 2023, the City Manager executed Contract No. 2173 (Exhibit "A" of Attachment "A") in the amount not to exceed $24,950 with 4LEAF to provide on-call building community preservation services. The primary factors used in selection were the availability of a community preservation officer and their related experience.

ANALYSIS:

A Community Preservation Officer is responsible for enforcing compliance with City ordinances, zoning regulations, and building codes in the community. This role involves conducting inspections, responding to complaints, and working closely with residents, property owners, and businesses to address issues related to property maintenance, land use, signage, and other code-related matters. The Community Preservation Officer plays a crucial role in maintaining the City's quality of life, safety standards, and aesthetic appeal by promoting adherence to City Codes and regulations, and by collaborating with participants to resolve violations and promote responsible development and use of properties in the City.

Currently, the Community Preservation Division has two vacant Community Preservation Officer positions and operates with limited staffing resources, which lead to several challenges in responding to complaints, meeting new state law requirements, and providing proactive enforcement and public education. To address this gap, 4LEAF provided an Interim Code Enforcement Supervisor to assist in prioritizing cases necessitating speedy resolution, all while fostering a customer-friendly enforcement program. This Code Enforcement Supervisor also undertakes several important tasks of enhancing response times, engaging with residents, and providing essential training to less experienced City staff.

Since execution of the professional service agreement for community preservation services, 4LEAF has been instrumental in facilitating the day-to-day operations of the Community Preservation Division, addressing complex and longstanding cases, and providing valuable guidance to existing staff. Initially budgeted at $24,950 until December 31, 2023, unforeseen challenges emerged, particularly by the demanding and time-intensive 14008 Hubbard Street case. This specific case required specialized expertise, surpassed initial projections, and resulted in the full utilization of the scheduled hours, prompting the need for additional on-call services. Consequently, 4LEAF's involvement has significantly expanded, extending to additional cases and training for the Community Preservation team.

Improvements with 4LEAF.
While staff is recruiting to fill the vacant Community Preservation Officer positions, staff would like to continue using 4LEAF for Community Preservation services and assist the Director of Community Development with shifting to a proactive approach, adopting best practices, and ensuring compliance with new state laws.

- Operational Oversight and Efficiency: The absence of experienced personnel to manage daily Code Enforcement caseloads can be addressed by 4LEAF's provision of expertise and guidance. By streamlining complex and longstanding projects, the division's effectiveness and efficiency can improve.

- Proactive Approach and Education: Shifting from a reactive to a proactive enforcement strategy is currently hindered by existing limitations. A proactive stance enables the anticipation and prevention of violations, ultimately saving valuable resources over time. This equilibrium contributes to a comprehensive and efficient code enforcement strategy. 4LEAF can actively engage in public education efforts to mitigate property maintenance and nuisance issues.

- Compliance with New State Laws: The City's capacity to stay updated on best practices and compliance with new state laws, such as AB 838, can be enhanced through 4LEAF's assistance. AB 838 imposes new duties on local government officials, resulting in a state mandated local program. The bill aims to protect the health, safety, and general welfare of the public and building occupants by addressing substandard buildings and lead hazard violations more effectively.

Hiring of Community Preservation Officers has been very challenging and staff anticipates that new Community Preservation Officers may be on board by the end of this calendar year or early next calendar year. Therefore, staff is requesting approval of an amendment to the contract to increase the amount to cover 4LEAF services and extend the contract date to the end of Fiscal Year of June 30, 2024 to allow using 4LEAF. Staff is requesting to increase the not-to-exceed amount by $100,000 to a new total of $124,950.

4LEAF has been providing on-call Community Preservation services to many local municipalities throughout California and have been awarded through a competitive bid process by several cities such as Rolling Hills, Lomita, Chino Hills, Lathrop, Santa Rosa, San Diego, San Jose, Artesia, Fullerton, Costa Mesa, Newport Beach, and several others local municipalities. Staff has reviewed the cities of Rolling Hills and Lomita contracts and 4LEAF has offered the City the same or better rate of services as these two cities. The procurement process for 4LEAF complies with San Fernando Municipal Code Section 2-802, which the City Council has the authority to:

"piggyback" onto or join into an existing written purchase contract obtained through a competitive bidding process prepared by and awarded by another local, state, or federal government agency.

BUDGET IMPACT:

There is currently $24,950 encumbered with 4LEAF under Contract No. 2173. Staff is requesting to increase the not-to-exceed amount by $100,000 to a new total of $124,950. The Fiscal Year (FY) 2023-2024 adopted budget allocated $25,000 for professional services for Community Preservation. To supplement the increase amount, staff is requesting a budget transfer of $75,000 in salary savings from the Community Development Department's various vacant positions (Director of Community Development and two Community Preservation Officers) allocated in the FY 2023-2024 adopted budget. Below is an estimate of salary savings in the Community Development Department and the accounts from where funds will be transferred.

Position	Salary Saving	Account
Director of Community Development	$25,000	001-150-0000-4101
Comm. Preservation Officer (full-time ½ from Water)	$10,000	001-152-0000-4101
Comm. Preservation Officer (full-time)	$40,000	001-152-0000-4101
Total	**$75,000**	

CONCLUSION:

It is recommended that the City Council approve the First Amendment to the Professional Services Agreement for 4LEAF Contract No. 2173(a) for on-call Community Preservation services to increase the not-to-exceed amount to $124,950; extend the contract to June 30, 2024; authorize a budget transfer of $75,000 from salary savings from the Community Development Department's various vacant positions to fund the on-call Community Preservation professional services agreement, and authorize the City Manager, or designee, to execute the Amendment and all related documents.

ATTACHMENTS:

A. Contract No. 2173(a), including:
   Exhibit A: Contract No. 2173
B. City of Rolling Hills Staff Report and Contract
C. City of Lomita Staff Report and Contract

ATTACHMENT "A"
CONTRACT NO. 2173(a)

2023
FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
On-Call Code Enforcement Services
4LEAF, Inc. and City of San Fernando

THIS FIRST AMENDMENT ("First Amendment") to that certain agreement entitled "2023 Professional Services Agreement", Contract No. 2173 ("Master Agreement") by and between the CITY OF SAN FERNANDO, a municipal corporation and general law city ("CITY") and 4LEAF, INC., a California corporation (hereinafter, "CONSULTANT" is made and entered into this 21st day of August, 2023 ("Effective Date"). For purposes of this First Amendment, the capitalized term "Parties" shall be a collective reference to both CITY and CONSULTANT. The capitalized term "Party" may refer to either CITY or CONSULTANT interchangeably as appropriate.

RECITALS

WHEREAS, the Parties executed the Master Agreement on June 26, 2023, for the performance of on-call community preservation services (A true and copy of the Master Agreement is attached incorporated hereto as **Exhibit "A"**); and

WHEREAS, the Master Agreement was approved by the San Fernando City Manager ("City Manager") under the City Manager's expenditure authority set forth in the San Fernando Municipal Code and provided for a maximum compensation of One Hundred and Twenty-Four Thousand, Nine Hundred Fifty Dollars ($24,950) and an expiration date of June 30, 2024; and

WHEREAS, the Parties now wish to modify the Master Agreement to increase the maximum compensation CONSULTANT may receive for services rendered and to extend the term of the Master Agreement.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

SECTION 1. The Term of the Master Agreement as set forth under Section 1.1 is hereby extended through **June 30, 2024.**

SECTION 2. The "Not-To-Exceed Sum" as defined under Section 1.4 of the Master Agreement in amended to mean the sum of **One Hundred and Twenty-Four Thousand, Nine Hundred Fifty Dollars ($124,950).**

SECTION 3. The provisions of this First Amendment shall be deemed a part of the Master Agreement and except as otherwise provided under this First Amendment, the Master Agreement and all provisions contained therein shall remain binding and enforceable. In the event of any conflict or inconsistency between the provisions of this First Amendment and the provisions of the Master Agreement, the provisions of this First Amendment shall govern and control, but only to the extent of the conflict or inconsistency and no further.

SECTION 4. Section 6.20 of the Master Agreement notwithstanding, this First Amendment together with the Master Agreement constitute the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this First Amendment. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to the Master Agreement as amended by this First Amendment shall be valid or binding unless in writing and duly executed by the Parties in the form of a written contract amendment.

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

CITY OF SAN FERNANDO

By: _____

Nick Kimball, City Manager

Date: _____

APPROVED AS TO FORM

By: _____

Richard Padilla, Assistant City Attorney

Date: _____

4LEAF, INC.:

By: _____

Name: _____

Title: _____

Date: _____

THE CITY OF SAN FERNANDO

2023
PROFESSIONAL SERVICES AGREEMENT
On-Call Community Preservation Services
(4Leaf, Inc. and City of San Fernando)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this 26th day of June, 2023 (hereinafter, the "Effective Date") by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and 4LEAF, INC., (hereinafter, "CONSULTANT"). For the purposes of this Agreement, CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably, as appropriate.

RECITALS

WHEREAS, CITY requires professional consulting services for on-call Community Preservation services; and

WHEREAS, CITY staff has determined that CONSULTANT possesses the experience, skills and training necessary to competently provide such services to CITY; and

WHEREAS, the execution of this Agreement was approved by the San Fernando City Manager.

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

I.
ENGAGEMENT TERMS

1.1 TERM: This Agreement shall have a term commencing from the Effective Date through December 31, 2024 (hereinafter, the "Term"). Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as provided under Article V (Termination), below.

1.2 SCOPE OF WORK:

A. Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the services and tasks described in that certain proposal of CONSULTANT entitled "Proposal to Provide Community Preservation Services" dated June 21, 2023 (hereinafter, the "Scope of Work") which is attached and incorporated hereto as **Exhibit "A"**. CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work."

1.3 PROSECUTION OF WORK:

A. CONSULTANT shall perform the Work continuously and with due diligence so as to complete the Work by the completion date indicated in each Work Order. CONSULTANT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors or agents;

B. CONSULTANT shall not claim or be entitled to receive any compensation or damage because of the failure of CONSULTANT, or its subconsultants, to have related services or tasks completed in a timely manner;

C. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT's employees; and

D. CONSULTANT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

1.4 COMPENSATION: CONSULTANT shall perform the Work in accordance with the fee scheduled included in the Scope of Work (hereinafter, the "COMPENSATION RATE"). The foregoing notwithstanding, CONSULTANT's total compensation for the performance of all Work contemplated under this Agreement, will not exceed the annual budgeted sum of **Twenty Four Thousand Nine Hundred and Fifty Dollars ($24,950)** (hereinafter, the "Not-to-Exceed Sum") during the Term of this Agreement, unless such added expenditure is first approved by the City Council. In the event CONSULTANT's charges are projected to exceed the Annual Not-to-Exceed Sum prior to the expiration of this Agreement, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY approved amendment to the compensation terms of this Agreement.

1.5 PAYMENT OF COMPENSATION: The Annual Not-to-Exceed Sum will be paid to CONSULTANT in monthly increments as the Work is completed. Following the conclusion of each calendar month, CONSULTANT will submit to CITY an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice should indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY will notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY will pay all undisputed amounts included on the invoice. CITY will not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

1.6 ACCOUNTING RECORDS: CONSULTANT will maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY will have the right to access and examine such records, without charge, during normal business hours. CITY will further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

1.7 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, CONSULTANT will deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT will only be compensated for the reasonable value of the services, tasks and other Work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II.
PERFORMANCE OF AGREEMENT

2.1 CITY'S REPRESENTATIVE: The CITY hereby designates Director of Community Development (hereinafter, the "CITY Representative") to act as its representative for the performance of this Agreement. The CITY Representative or their designee will act on behalf of the CITY for all purposes under this Agreement. CONSULTANT will not accept directions or orders from any person other than the CITY Representative or their designee.

2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates Pete Roque, Director of Code Enforcement, to act as its representative for the performance of this Agreement (hereinafter, "Consultant Representative"). Consultant Representative will have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. Consultant Representative or their designee will supervise and direct the performance of the Work, using their best skill and attention, and will be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the Consultant Representative will constitute notice to CONSULTANT.

2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and will be available to CITY staff and the CITY Representative at all reasonable times. All work prepared by CONSULTANT will be subject to inspection and approval by CITY Representative or their designees.

2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:

A. CONSULTANT will perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession.

B. CONSULTANT shall at all times employ such force, plant, materials, and tools as will be sufficient in the opinion of the CITY to perform the Services within the time limits established, and as provided herein. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, and material shall be furnished and said Services performed and completed as required by the Agreement, and subject to the approval of the CITY's authorized representative.

C. CONSULTANT will perform all Work in a manner reasonably satisfactory to the CITY;

D. CONSULTANT will comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.) CONSULTANT shall be liable for all violations of such laws and regulations in connection with Services. If CONSULTANT performs any work knowing it to be contrary to such laws, rules and regulations, CONSULTANT shall be solely responsible for all costs arising therefrom;

E. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;

F. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and

G. All of CONSULTANT's employees and agents (including, but not limited to, subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals will be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT will perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth under this Section or by any like failure on the part of

CONSULTANT's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONSULTANT to correct any errors or omissions will be commenced immediately upon their discovery by either Party and will be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the CITY Representative in writing and in her sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf will not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONSULTANT's profession.

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

2.6 SUBSTITUTION OF KEY PERSONNEL**:** CONSULTANT has represented to CITY that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, CONSULTANT may substitute other personnel of at least equal competence upon written approval of CITY. In the event that CITY and CONSULTANT cannot agree as to the substitution of key personnel, CITY shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the CITY, or who are determined by the CITY to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the CONSULTANT at the request of the CITY. The key personnel for performance of this Agreement are as follows: Pete Roque, Project Manager.

2.7 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work will be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this

Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and will at all times be under CONSULTANT's exclusive direction and control. CONSULTANT will pay all wages, salaries and other amounts due to such personnel and will assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT will be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

2.8 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representative to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant will be promptly removed by CONSULTANT and will not be reassigned to perform any of the Work.

2.9 COMPLIANCE WITH LAWS: CONSULTANT will keep itself informed of and in compliance with all applicable federal, state or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws will include, without limitation, compliance with all applicable Cal/OSHA requirements and applicable regulations of the Federal Department of Housing and Urbanization.

2.10 NON-DISCRIMINATION: CONSULTANT represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

2.11 INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and will at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT will be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT will have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY,

whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

III.
INSURANCE

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

A. Commercial General Liability Insurance: CONSULTANT will procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.

B. Automobile Liability Insurance: CONSULTANT will procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance will have minimum limits of no less than Two Million Dollars ($2,000,000.00) per accident for bodily injury and property damage.

C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which will indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.

D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT will procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage will have minimum limits of no less than Two Million Dollars ($2,000,000.00) per claim.

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

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

3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT will be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers will be in excess of CONSULTANT's insurance and will not contribute with it.

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

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

3.7 FAILURE TO MAINTAIN COVERAGE: In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments. In the alternative, CITY may cancel this Agreement effective upon notice.

3.8 SPECIAL RISKS OR CIRCUMSTANCES. CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

IV.
INDEMNIFICATION

4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein. Notwithstanding the foregoing, to the extent CONSULTANT's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the CITY, its officials, officers, employees, agents or volunteers.

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

4.3 CITY shall have the right to offset against the amount of any compensation due to CONSULTANT under this Agreement, any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to either pay CITY promptly for any costs associated with CONSULTANT's obligations to indemnify the CITY Indemnitees under this Article or related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers.

4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth herein this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

4.6 CITY does not, and shall not waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.

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

4.8 Except as otherwise provided under Section 4.2 of this Article, above, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature to the extent caused by CONSULTANT's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, contractors, subcontractors or subconsultants or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnity, defend or hold harmless for liability, loss, suit, damage, expense, or cost caused by the negligence or willful misconduct of any or all of the CITY Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this subsection is intended to encompass liabilities, losses, damages, expense and costs not otherwise subject to subsection 4.2, above.

4.9 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's

failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement, or (ii) comply with applicable workers' compensation laws.

4.10 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, the obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and authorized volunteers.

4.11 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and authorized volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

4.12 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

4.13 As to the duties to indemnify under Sections 4.1 and 4.2 of this Article, above, the duties to indemnify, defend and hold harmless as set forth under this Section, shall survive the early termination or normal expiration of this Agreement and shall be in addition to any other rights or remedies which the CITY may have at law or in equity.

V.
TERMINATION

5.1 TERMINATION WITHOUT CAUSE: CITY may immediately terminate this Agreement at any time for convenience and without cause by giving prior written notice of CITY's intent to terminate this Agreement which notice shall specify the effective date of such termination. Upon such termination for convenience, CONSULTANT will be compensated

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

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

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

B. CONSULTANT will cure the Event of Default within the following time periods:

i. Within ten (10) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 10-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 10-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.i. that exceeds seven (7) calendar days from the end of the initial 10-day cure period; or

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

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

C. CITY will cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.5, above, will be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.

D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT will be compensated only for those

services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY will operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.

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

F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder will be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;

ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;

iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or

iv. The CITY may exercise any other available and lawful right or remedy.

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

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

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

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

VI.
MISCELLANEOUS PROVISIONS

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

6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and will not be disclosed by CONSULTANT without prior written consent by CITY. CITY will grant such consent of disclosure as legally required. Upon request, all CITY data will be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT will not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

6.3 FALSE CLAIMS ACT: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.

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

CONSULTANT:
4Leaf, Inc.
5140 Birch Street, 2nd Floor
Newport Beach, CA 92660
Attn: Craig Tole
Phone: (949) 462-5959
Cell: (949) 580-4055
Email: ctole@4leafinc.com

CITY:
City of San Fernando
117 Macneil Street
San Fernando, CA 91340
Attn: Community Development
Phone: (818) 898-1212

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

6.5 COOPERATION; FURTHER ACTS: The Parties will fully cooperate with one another, and will take any additional acts or sign any additional documents as are reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

6.6 SUBCONTRACTING: CONSULTANT will not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, will contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.

6.8 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY will have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, will have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.

6.10 GOVERNING LAW AND VENUE: This Agreement will be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, will be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, will be in the Central District of California located in the City of Los Angeles, California.

6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation will be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.

6.12 SUCCESSORS AND ASSIGNS: This Agreement will be binding on the successors and assigns of the Parties.

6.13 NO THIRD-PARTY BENEFIT: There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

6.14 CONSTRUCTION OF AGREEMENT: This Agreement will not be construed in favor of, or against, either Party but will be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions will continue in full force and effect.

6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement will be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver will be void and invalid.

6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement will control.

6.19 ENTIRE AGREEMENT: This Agreement, including all attached exhibits, constitutes the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, which may have been entered into between CITY and CONSULTANT prior to the execution of this Agreement. Any statements, representations, or other agreements, whether oral or written, made by either Party that is not embodied herein will not be valid or binding on the Parties. No amendment, modification or supplement to this Agreement will be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.

6.20 FORCE MAJEURE: The Completion Date shall be extended in the event of any delays due to unforeseeable causes beyond the control of CONSULTANT and without the fault or negligence of CONSULTANT, including but not limited to severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the CITY, if the CONSULTANT shall within three (3) calendar days of the commencement of such delay notify the City Representative in writing of the causes of the delay. The City Representative shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the City Representative such delay is justified. The City Representative's determination shall be final and conclusive upon the parties to this Agreement. In no event shall CONSULTANT be entitled to recover damages against the CITY for any delay in the performance of this Agreement, however caused, CONSULTANT's sole remedy being extension of the Agreement pursuant to this Section.

6.21 COUNTERPARTS: This Agreement will be executed in three (3) original counterparts each of which will be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterpart will be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart will be delivered to CONSULTANT and the remaining two original counterparts will be retained by CITY.

SIGNATURES ON NEXT PAGE

DocuSign Envelope ID: 2D102535-C5F3-4E71-86FC-807BBDC8B6FD

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

CITY OF SAN FERNANDO

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

Date: 06/26/2023 | 11:36 PM EDT

APPROVED AS TO FORM

By: DocuSigned by: Richard Padilla 9E6768364A9F4FC...
Richard Padilla, Assistant City Attorney

Date: 06/26/2023 | 1:49 PM PDT

4LEAF, INC.:

By: DocuSigned by: Kevin J. Duggan 813734D554DD4B5...

Name: Kevin Duggan

Title: President

Date: 06/26/2023 | 1:42 PM PDT

EXHIBIT "A"
CONTRACT NO. 2173

QUALIFICATIONS TO PROVIDE

ON-CALL CODE ENFORCEMENT SERVICES

TO THE

CITY OF SAN FERNANDO

Submitted by:

4LEAF, INC.
CONSTRUCTION MANAGEMENT • PLAN CHECK
INSPECTION • PLANNING • CODE ENFORCEMENT

JUNE 21, 2023

4LEAF, INC. ENGINEERING • CODE ENFORCEMENT • INSPECTION • PLAN CHECK • PLANNING

City of San Fernando
Code Enforcement Department
117 Macneil Street
San Fernando, CA 91340
Attn: Kanika Kith, Deputy City Manager

June 21, 2023

RE: Qualifications to Provide On-Call Code Enforcement Services

Dear Ms. Kith,

4LEAF, Inc. (4LEAF) is pleased to present our qualifications to provide On-Call Professional Consulting Services to the City of San Fernando (City). 4LEAF has been providing these services to approximately 400 clients throughout the country for more than 22 years and is looking forward to the opportunity of providing services to the City. 4LEAF is the ideal choice for the following reasons:

☑ Local Presence

We work with many local municipalities providing the requested services and have a regional office in the City of Newport Beach with the local personnel available to service the City's project and staffing needs. Additionally, we are supplying services to many public agencies throughout California, including Southern California municipalities including, but not limited to:

- City of Chino Hills
- City of Rialto
- City of Malibu
- City of Anaheim
- City of Norwalk
- City of Fullerton
- City of San Bernardino
- City of Indian Wells
- City of Fontana
- City of San Clemente
- County of Riverside
- County of San Bernardino

☑ Full-Service Firm

As a full-service firm, 4LEAF can provide departmental services to aid with high project workloads that require additional staff assistance. We provide jurisdictions with Code Enforcement, Plan Review, Inspection, Planning, Public Works, and Fire services and we have the qualified staff available to serve the City with remote, on-site, part-time, or full-time project needs. Our services include:

- **Code Enforcement:** 4LEAF staff have the experience working with property owners and other responsible parties to bring properties and conditions into compliance. Our Code Enforcement team is skilled in using processes including issuing administrative citations to establish whether violations of law exist on a property and ensuring compliance.
- **Plan Review:** 4LEAF is an industry leader in Plan Review services and has a team of Structural Engineers, Accessibility Specialists, and Mechanical/Electrical/Plumbing/Fire Plans Examiners. We provide courier services that guarantee less than 24-hour pickup and delivery of all plan reviews performed off-site, and we also offer electronic and expedited plan review services upon request.
- **Inspection:** We have over 200 inspectors on staff who specialize in Residential, Commercial, Industrial, Energy, Fire, ADA, Solar, and Public Works projects. We have a track record of providing inspectors as-needed for long- or short-term projects, including one day assignments to cover staff training, sick days, vacation days, or spikes in permit activity.

- **Permitting:** 4LEAF's pool of talented professionals includes qualified and experienced permit technicians capable of providing all permit processing and counter services. 4LEAF can deploy such staff on short notice and offer training programs for department staff, if needed.
- **Planning:** We have been aggressively advancing our Planning Division over the past few years. We have staff ranging from Planning Technicians to Principal Planners with specialties including Housing Policy, Entitlements, CEQA, and Current- and Long-Range Planning.
- **Public Works:** As one of our earliest provided scopes, 4LEAF has more than 22 years of experience providing Construction Management and Inspection services. Our team can manage and inspect projects such as street pavement reconstruction and rehab, underground utilities, roadway and streetscape improvements, building and facility improvements, and parks.

☑ Qualified Personnel

4LEAF is pleased to present our candidate for Code Enforcement Supervisor Michal Masini. Michal is a seasoned Code Enforcement professional with more than 25 years of experience. She has previously worked at the City of Beverly Hills in the Code Enforcement and Housing divisions.

☑ Leadership

The contract with the City of San Fernando will be managed by Pete Roque. Pete is one of the industry's leaders in Code Enforcement Supervision. He currently leads a team of more than 40 professionals in all phases of Code Enforcement including Program Management and staff augmentation placements to Cities and Counties.

☑ Contact

Director Code Enforcement	Principal	4LEAF Local Office
Pete Roque Office: (949) 877-9432 Mobile: (562) 569-0098 Email: PRoque@4leafinc.com	Kevin J. Duggan Office: (925) 877-9432 Mobile: (925) 250-7602 Email: KDuggan@4leafinc.com	5140 Birch Street, 2nd Floor Newport Beach, CA 92660 Office: (949) 877-9432 Website: 4LEAFINC.COM

We appreciate this opportunity to present our qualifications. Should you have any questions, please do not hesitate to reach out using the contact information above.

Respectfully submitted,

Pete Roque
Director of Code Enforcement

Michal Masini

Senior Code Enforcement Officer

Experience
23+ years of experience

Education
University of California Los Angeles
Training Coach Academy
Woodbury University
BA Leadership
California State University Northridge
General Education

Certifications
IPMC

Memberships
ICC

Experience Summary

Michal has over 16 years of Code Enforcement experience. She acquired a breadth of municipal knowledge and skills in her time working for the City of Beverly Hills. Michal also has exceptional skills in conflict resolution and is excellent at communicating and enforcing municipal codes and violations. While working for the City of Beverly Hills Department of Community Preservation, her focus was to prevent public nuisances and provide a safe and compliant environment for jurisdictional residents.

Select Professional Experience

4LEAF, Inc.
Senior Code Enforcement Officer
2023 - Present
Michal performs inspections and provides enforcement on behalf of 4LEAF for jurisdictions throughout Southern California. She is an adaptable team member and works well with different teams, projects, and jurisdictions. She provides a helpful approach to keep projects moving forward, while ensuring that minimum codes are met, and full compliance is achieved.

City of Beverly Hills
Code Enforcement Officer, Rent Stabilization Office
2020 - 2023

- Provide superior customer service by responding to constituents and landlords as it relates to rent stabilization, evictions, termination of tenancy, habitability standards, housing programs, rent subsidy programs and habitability protections during construction.
- Guide and explain procedures, applications, ordinances, regulations, tenant and landlord rights and responsibilities.
- Respond to complaints and problem solve customers' inquiries and concerns.
- Investigate violations of various federal, state, and local laws pertaining to rent stabilization, habitability issues, evictions, zoning issues, building codes, property maintenance standards and other municipal code violations.
- Manage, lead, investigate and gather evidence for a variety of complaints and cases.
- Perform inspections related to all habitability concerns, construction and possible code violations related to the Rent Stabilization Ordinance.
- Issue citations, calculate and collect case penalties and fees.
- Verify landlords register rent-stabilized properties through the rent registry, process rent registration paperwork, guide landlords through the process and ensure compliance.

- Research construction-related permits and ensure tenant protections during construction in rent stabilized buildings.
- Research City and state systems and records to assist in case resolution.
- Collaborate with City, county, and state agencies to identify and resolve code violations.
- Work with division and department vendors such as the City Prosecutor and Hearing Examiner. Analyze data, prepare prosecution and legal reports, and provide case related testimony when needed.
- Coordinate code enforcement training classes through the California Code Enforcement Officers Association for City of Beverly Hills staff and other interested agencies.
- Recommend, and develop changes to documents, web sites, records, and database information when required.

City of Beverly Hills
Code Enforcement Officer, Community Preservation Division
2007 - 2020

- Respond to and resolve complaints related to building, safety, and zoning laws in Beverly Hills.
- Work closely with other City departments, county and state agencies, and the public to ensure public safety and compliance.
- Inspect construction sites and ensure there are valid building and trade permits on file.
- Inspect safety violations on private and public properties.
- Inspect clearance and safety violations on the public right-of-way.
- Process public records requests using knowledge of City department policies and procedures.

City of Beverly Hills
Customer Service Supervisor, Department of Transportation
2000 - 2007

- Coordinate and monitor daily operations including scheduling and assigning division workloads.
- Supervise a customer service team of seven, conduct training, and evaluate employee performance while maintaining a positive and respectful team environment.
- Support the division's budget and contracts.
- Research technical and logistical issues related to the delivery of superior customer service.
- Highly skilled at providing resolutions to complex customer problems.
- Investigate and adjudicate disputed parking citations.
- Perform research and analysis and generate reports on departmental data and goals.
- Key player in implementing a new technology system that streamlined the departmental work and assisted in providing excellent customer service to all permit holders in Beverly Hills.

4LEAF, Inc.
Engineering · Construction Management
Plan Check · Building Inspection · Planning

FEE SCHEDULE

FY2023-2024 FEE SCHEDULE & BASIS OF CHARGES

FOR THE CITY OF SAN FERNANDO

All Rates are Subject to Basis of Charges

PLAN REVIEW COST STRUCTURE	NOTES
Plan Review Percentage: 65% *(Inclusive of all disciplines except Fire and Civil which are billed on an hourly basis)* **Hourly Plan Review**: $120 Non-Structural Review $160 Structural Review	Fee includes: ➢ Initial review and two (2) rechecks. Hourly charges apply after three (3) or more rechecks. ➢ Shipping, courier, and electronic service.

Planning

Housing Policy Director $225/hour
Principal-in-Charge $240/hour
Planning Director $195/hour
Principal/Planning Manager $175/hour
Senior Planner $165/hour
Associate Planner $130/hour
Assistant Planner $105/hour
Planning Technician $85/hour

Building

Chief Building Official $175/hour
Structural Plan Review Engineer $160/hour
Non-Structural Plans Examiner $120/hour
Certified Access Specialist (CASp) Inspector $170/hour
Certified Access Specialist (CASp) Plans Examiner $170/hour
Senior Combination Building Inspector (Building Inspector III) $145/hour
Commercial Building Inspector (Building Inspector II) $115/hour
Residential Building Inspector (Building Inspector I) $98/hour
Permit Manager $120/hour
Senior Permit Technician $100/hour
Permit Technician $88/hour
Clerk/Administrator $70/hour
Civil Plan Review (Grading, Improvement Plans) $170/hour
Inspector of Record $160/hour
DSA Class 1 / OSHPD A Inspector $165/hour
DSA Class 2 / OSHPD B Inspector $130/hour
DSA Class 3 / OSHPD C Inspector $115/hour
GoFormz Software ..... $50/user monthly

4LEAF, INC.
ENGINEERING · CONSTRUCTION MANAGEMENT
PLAN CHECK · BUILDING INSPECTION · PLANNING

Code Enforcement

Code Enforcement Director $140/hour
Code Enforcement Manager $165/hour
Code Enforcement Supervisor $110/hour
Code Enforcement Officer II $100/hour
Code Enforcement Officer I $90/hour
Code Enforcement Officer $80/hour

Fire

Fire Protection Engineer (FPE) $205/hour
Fire Prevention Officer $155/hour
Fire Plans Examiner $145/hour
Fire Inspector II $125/hour
Fire Inspector I $115/hour

Project Management

Project Manager $195/hour
Principal-in-Charge $275/hour

Engineering, Public Works Inspection, & Construction Management (Prevailing Wage)

Civil Plan Review (Grading, Improvement Plans) $170/hour
Traffic Engineer $225/hour
Construction Manager $156/hour
Certified Access Specialist (CASp) Inspector (Regular time) $155/hour
Certified Access Specialist (CASp) Inspector (Nighttime) $179/hour
Certified Access Specialist (CASp) Inspector (Overtime) $287/hour
Certified Access Specialist (CASp) Plans Examiner $155/hour
Public Works Inspector (Regular Time) $144/hour
Public Works Inspector (Nighttime) $162/hour
Public Works Inspector (Overtime) $195/hour
Public Works Inspector Apprentice $92/hour

BASIS OF CHARGES

Rates are inclusive of "tools of the trade" such as forms, telephones, and consumables.

- All invoicing will be submitted monthly.
- Staff Augmentation work (excluding plan review) is subject to 4-hour minimum charges unless stated otherwise. Services billed in 4-hour increments.
- Most plan reviews will be done in 10 business days or less and 5 business days or less for re-checks. This is not inclusive of holidays or the day of the pick-up of plans.
- Expedited reviews will be billed at 1.5x the plan review fee listed in the fee schedule. Return time will be within seven (7) days of receipt of the plans from the City.
- Plan review of deferred submittals & revisions will be billed at the hourly rates listed.

- All plan review services will be subject to a $250.00 minimum fee if percentage-based fee or 2-hour minimum charge if hourly rates apply.
- Larger complex plan reviews can be negotiated to achieve the best possible pricing.
- All plan review services will be subject to 2-hour minimum fee.
- All plan review services are billed on a percentage basis and includes the initial review and 2 rechecks.
  - Plan reviews will be billed on an hourly basis only after the initial review and 2 rechecks unless otherwise agreed upon on a case-by-case basis.
  - Fire and Civil Reviews are billed on an hourly basis and are not included in our plan review percentage.
- 4LEAF assumes that these rates reflect the FY2023-2024 contract period. 3% escalation for FY2024-2025, FY2025-2026, and FY2026-2027 per market conditions.
- Overtime and Premium time will be charged as follows:
  - *Regular time (work begun after 5AM or before 4PM)* — *1 x hourly rate*
  - *Nighttime (work begun after 4PM or before 5AM)* — *1.125 x hourly rate*
  - *Overtime (over 8-hour M-F or Saturdays)* — *1.5 x hourly rate*
  - *Overtime (over 8 hours Sat or 1st 8-hour Sun)* — *2 x hourly rate*
  - *Overtime (over 8 hours Sun or Holidays)* — *3 x hourly rate*
- Overtime will only be billed with prior authorization of the Director or other designated City personnel.
- All work with less than 8 hours rest between shifts will be charged the appropriate overtime rate.
- Mileage driven during the course of Inspections will be charged at cost per the IRS rate.
- Payment due on receipt.
- In accordance with California's Meal Break and Rest Break Law requirements, Client will be billed one (1) additional hour per day at the regular rate for each missed meal or rest break due to Client-directed tasks or requirements. Client should allow 4LEAF's non-exempt, hourly employees the opportunity to take their entitled rest and meal breaks during each work shift.

BASIS OF CHARGES – PREVAILING WAGE

- Rates shown assume the projects will require compliance with California Prevailing Wage rate requirements and assumes the Client will be filing a PWC-100 Form to the California Department of Industrial Relations (DIR) for the projects.
- Rates for prevailing wage categories are subject to annual escalations in accordance with the bi-annual wage determinations from the California DIR.
- Per the new requirements being enforced under SB 854 and because it is assumed that a PWC-100 Form will be filed by the Client to the CA DIR for each project, 4LEAF is required to notify an authorized Apprenticeship Committee through submittal of a DAS-140 form. We are then required to make an official request to an authorized Apprenticeship Committee for an apprentice by submitting a DAS-142 form. We are not assured the apprenticeship committee will be able to provide a suitable / qualified apprentice for the project. Per the apprenticeship requirements, the hours worked by the apprentice must be in a ratio of 1:5 for apprentice to journeyman hours. 4LEAF will not know the labor classification of the Public Works Apprentice until an Apprentice is dispatched to the site; therefore, the rates for the five Periods listed

under the California DIR's Wage determination for Building Construction Inspector were used to determine the range of hourly rates for Public Works Inspector Apprentice.

- Pre-approved Overtime and Premium hours for labor categories subject to Prevailing Wage requirements will be charged per the following:
  - *Nighttime (work begun after 4PM or before 5AM)* — *1.125 x hourly rate*
  - *Overtime (over 8 hour M-F or Saturdays)* — *1.35 x hourly rate*
  - *Overtime (over 8 hours Sat or 1st 8 hour Sun)* — *1.85 x hourly rate*
  - *Overtime (over 8 hours Sun or Holidays)* — *2.35 x hourly rate*
- All invoicing will be submitted monthly.
- All work with less than 8 hours rest between shifts will be charged the appropriate overtime rate.
- Project-related mileage for inspections will be billed at the allowable IRS Rate.
- Payment due on receipt.
- Client agrees that 4LEAF's liability will be limited to the value of services provided.
- In accordance with California's Meal Break and Rest Break Law requirements, Client will be billed one (1) additional hour per day at the regular rate for each missed meal or rest break due to Client-directed tasks or requirements. Client should allow 4LEAF's non-exempt, hourly employees the opportunity to take their entitled rest and meal breaks during each work shift.

4LEAF, Inc.
Construction Management · Plan Check
Inspection · Planning · Code Enforcement

Cost Proposal: Code Enforcement Services

DATE: 06/21/23
4LEAF JOB No.: TBD
CLIENT: City of San Fernando
PROJECT(S): **Code Enforcement Supervisor**
JURISDICTION City of San Fernando Community Development Department

ITEM: I CODE ENFORCEMENT SERVICES	4LEAF Personnel	Estimated Hours	UNIT PRICE	ESTIMATED TOTAL
Code Enforcement Supervisor	Michal Masini	208	$110	$22,800
Preliminary Sub-Total of Services provided by 4LEAF				***$22,800***

Preliminary Estimated Fees	***$22,800***
Expenses (Estimated Mileage)	***$2,150***
Total Preliminary Estimated Fees	***$24,950***

Estimate is to provide Code Enforcement Supervisor Services to the City of San Fernando. 4LEAF's has assigned Machal Masini part-time.
The anticipated schedule is Tuesdays and Thursdays for a full 8 hour day for each day.
Additional hours and scope may require a change order or additional funds to be added to our agreement.
Please see our published fee schedule for terms and conditions.

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 12.B
Mtg. Date: 01/09/2023

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JOHN SIGNO, DIRECTOR OF PLANNING & COMMUNITY SERVICES

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: CONSIDER ENGAGING 4LEAF, INC. TO PROVIDE CODE ENFORCEMENT SERVICES, AND DIRECT STAFF TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT FOR AN AMOUNT NOT-TO-EXCEED $87,880 FOR ONE CALENDAR YEAR INCLUDING $68,380 FOR THE REMAINDER OF THE 2022-2023 FISCAL YEAR

DATE: January 09, 2023

BACKGROUND:
On February 28, 2022, the City entered into an agreement for code enforcement services with Willdan Group, Inc. (Willdan). The agreement was amended in July 2022 to cover the 2022-2023 fiscal year. Willdan's code enforcement officers are professional and respectful of our residents. However, there has been a turnover of officers requiring retraining and delays in responses to cases. As such, the contract with Willdan was terminated on December 31, 2022.

DISCUSSION:
4LEAF, Inc. submitted a proposal in February 2022 to provide code enforcement services but was not selected. 4LEAF, Inc. is still interested in serving the City and has code enforcement officers available. Staff has emphasized the importance in providing an officer who can commit long-term and who is familiar with dead vegetation and weed abatement. The expectation is for a code enforcement officer to be available twice a week for 16 hours. Typically, the code enforcement officer will report to City Hall in the morning to handle paperwork and make phone calls. The officer would conduct field visits in the middle of the day and would return to the office in the afternoon for follow-up paperwork and phone calls.

The draft agreement attached to this staff report includes a clause that the consultant shall use best efforts to provide the same Code Compliance staff to the City to ensure operational consistency. If two staffing changes occur in any one-year period, 4LEAF, Inc. will be required to provide a written memorandum explaining the circumstances resulting in the turnover and provide the City with an action plan that ensures consistency. In addition, 4LEAF, Inc. shall provide a new officer to the City and incur the costs for proper on-boarding and training. Although there are no guarantees that turnover will not occur, this would provide an incentive

for 4LEAF, Inc. to have committed staffing and gives the City leverage to renegotiate or terminate the agreement.

FISCAL IMPACT:
The 2022-2023 FY budget allocates $87,880 for contract code enforcement services. Willdan's final invoice has not yet been received but is estimated to total $19,500 for the first six months of the fiscal year (July 1, 2022 to December 31, 2022). This leaves the remaining balance at $68,380 for the remainder of the 2022-2023 fiscal year, which is adequate to cover 4LEAF's services of $105 per hour for 16 hours a week for the remainder of the fiscal year. Additionally, assuming the budget remains the same for the 2023-2024 FY, it will be adequate to provide an officer 16 hours a week for the entire fiscal year.

RECOMMENDATION:
Direct the City Manager to execute a Professional Services Agreement with 4LEAF, Inc. for code enforcement services.

ATTACHMENTS:
CA_AGR_4Leaf_On_Call_CE PSA-c1_DRAFT-c1.pdf
PL_CON_20221128_CE_4LEAF_SOQ_without_appendix.pdf
PL_CON_4LEAF_FeeSchedule22_23.pdf

AGREEMENT FOR PROFESSIONAL SERVICES

CODE ENFORCEMENT SERVICES

This Agreement is made and entered into by and between the City of Rolling Hills (hereinafter referred to as the "City"), and 4Leaf, Inc. a California Corporation (hereinafter referred to as "Consultant").

RECITALS

A. The City does not have the personnel able and available to perform the services required under this Agreement.

B. The City desires to contract for consulting services for certain projects relating to code enforcement.

C. The Consultant warrants to the City that it has the qualifications, experience, and facilities to perform properly and timely the services under this Agreement.

NOW, THEREFORE, the City and the Consultant agree as follows:

1.0 SCOPE OF THE CONSULTANT'S SERVICES. The Consultant agrees to provide the services and perform the tasks set forth in the Scope of Work, attached to and made part of this Agreement as Exhibit A, except that, to the extent that any provision in Exhibit A conflicts with this Agreement, the provisions of this Agreement shall govern. The Scope of Work may be amended from time to time in writing and signed by both parties by way of written amendment to this Agreement.

2.0 TERM OF AGREEMENT. This Agreement will become effective upon execution by both parties and will remain in effect for a period of one year from said date. At its sole discretion, the City shall have the option to extend this Agreement for two, one-year terms provided that the City gives Consultant notice of the extension prior to the end date of the Agreement. This Agreement may also be expressly extended and agreed to by both parties or terminated by either party as provided herein.

3.0 CITY AGENT. The City Manager, or her designee, for the purposes of this Agreement, is the agent for the City; whenever approval or authorization is required, Consultant understands that the City Manager, or her designee, has the authority to provide that approval or authorization.

4.0 COMPENSATION FOR SERVICES. The City shall pay the Consultant for its professional services rendered and costs incurred pursuant to this Agreement in accordance with Exhibit B, the Scope of Work's fee and cost schedule for the services attached to and made part of this Agreement subject to a do not exceed amount in the amount of $87,880/year. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager, or her designee. Further, in the event that staff provided to the City from Consultant changes twice in any six month period (*i.e.,* a third new staff member from Consultant is assigned

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to the City within a six month period), Consultant shall provide this staff member to the City for 32 hours without any cost to the City so that the City can properly on-board and train this new staff member.

4.1 The Consultant shall submit to the City, by no later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month. The City shall pay the Consultant all uncontested amounts set forth in the Consultant's bill within 30 days after it is received.

5.0 CONFLICT OF INTEREST. The Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located in the City which may be affected by the services to be performed by the Consultant under this Agreement. The Consultant further represents that in performance of this Agreement, no person having any such interest shall be employed by it.

5.1 The Consultant represents that no City employee or official has a material financial interest in the Consultant's business. During the term of this Agreement and as a result of being awarded this contract, the Consultant shall not offer, encourage, or accept any financial interest in the Consultant's business by any City employee or official.

5.2 If a portion of the Consultant's services called for under this Agreement shall ultimately be paid for by reimbursement from and through an agreement with a developer of any land within the City or with a City franchisee, the Consultant warrants that it has not performed any work for such developer/franchisee within the last 12 months, and shall not negotiate, offer, or accept any contract or request to perform services for that identified developer/franchisee during the term of this Agreement.

6.0 TERMINATION. Either the City Manager or the Consultant may terminate this Agreement, without cause, by giving the other party ten (10) days written notice of such termination and the effective date thereof.

6.1 In the event of such termination, all finished or unfinished documents, reports, photographs, films, charts, data, studies, surveys, drawings, or other documentation prepared by or in the possession of the Consultant under this Agreement shall be returned to the City. Consultant shall prepare and shall be entitled to receive compensation pursuant to a close-out bill for services rendered in a manner reasonably satisfactory to the City and fees incurred pursuant to this Agreement through the notice of termination.

6.2 If the Consultant or the City fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant or the City violate any of the covenants, agreements, or stipulations of this Agreement, the Consultant or the City shall have the right to terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date of such termination. The Consultant shall be entitled to receive compensation in accordance with the terms of this Agreement for any work satisfactorily completed hereunder. Notwithstanding the foregoing, the Consultants shall not be relieved of liability for damage sustained by virtue of any breach of this Agreement and any payments due

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under this Agreement may be withheld to off-set anticipated damages.

7.0 INSURANCE.

7.1 Without limiting Consultant's obligations arising under paragraph 8 - Indemnity, Consultant shall not begin work under this Agreement until it obtains policies of insurance required under this section. The insurance shall cover Consultant, its agents, representatives, and employees in connection with the performance of work under this Agreement, and shall be maintained throughout the term of this Agreement. Insurance coverage shall be as follows:

7.1.1 General Liability Insurance insuring City of Rolling Hills, its elected and appointed officers, agents, and employees from claims for damages for personal injury, including death, as well as from claims for property damage which may arise from Consultant's actions under this Agreement, whether or not done by Consultant or anyone directly or indirectly employed by Consultant. Such insurance shall have a combined single limit of not less than $1,000,000.

7.1.2 Automobile Liability Insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement in an amount of not less than $1,000,000 combined single limit for each occurrence. If Consultant or Consultant's employees will use personal automobiles in any way on this project, Consultant shall obtain evidence of personal automobile liability coverage for each such person.

7.1.3 Worker's Compensation Insurance for all Consultant's employees to the extent required by the State of California. Consultant shall similarly require all authorized subcontractors pursuant to this Agreement to provide such compensation insurance for their respective employees.

7.1.4 Professional Liability Coverage for professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the Consultant's operations under this Agreement, whether such operations are by the Consultant or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars ($1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis. When coverage is provided on a "claims made basis," Consultant will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover Consultant for all claims made by City arising out of any errors or omissions of Consultant, or its officers, employees, or agents during the time this Agreement was in effect.

7.2 Deductibility Limits for policies referred to in subparagraphs 7.1.1 and 7.1.2 shall not exceed $5,000 per occurrence.

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7.3 Additional Insured. City of Rolling Hills, its elected and appointed officers, agents, and employees shall be named as additional insureds on policies referred to in subparagraphs 7.1.1 and 7.1.2.

7.4 Primary Insurance. The insurance required in subparagraphs 7.1.1 and 7.1.2 shall be primary and not excess coverage.

7.5 Evidence of Insurance. Consultant shall furnish City, prior to the execution of this Agreement satisfactory evidence of the insurance required issued by an insurer authorized to do business in California, and an endorsement to each such policy of insurance evidencing that each carrier is required to give City at least 30 days prior written notice of the cancellation of any policy during the effective period of the Agreement. All required insurance policies are subject to approval of the City Attorney. Failure on the part of Consultant to procure or maintain said insurance in full force and effect shall constitute a material breach of this Agreement or procure or renew such insurance, and pay any premiums therefore at Consultant's expense.

8.0 INDEMNIFICATION. Consultant shall indemnify, defend with counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Consultant's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, regardless of City's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Should City in its sole discretion find Consultant's legal counsel unacceptable, then Consultant shall reimburse the City its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The Consultant shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

9.0 GENERAL TERMS AND CONDITIONS.

9.1 Non-Assignability. The Consultant shall not assign or transfer any interest in this Agreement without the express prior written consent of the City.

9.2 Non-Discrimination. The Consultant shall not discriminate as to race, creed, gender, color, national origin or sexual orientation in the performance of its services and duties pursuant to this Agreement, and will comply with all applicable laws, ordinances and codes of the federal, state, county and city governments.

9.3 Compliance with Applicable Law. The Consultant and the City shall comply with all applicable laws, ordinances and codes of the federal, state, county and city governments.

9.4 Independent Contractor. Consultant is an independent contractor. This Agreement is by and between the City and the Consultant and is not intended, and shall not be construed, to

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create the relationship of agency, servant, employee, partnership, joint venture or association, as between the City and the Consultant.

9.4.1 The Consultant shall be an independent contractor, and shall have no power to incur any debt or obligation for or on behalf of the City. Neither the City nor any of its officers or employees shall have any control over the conduct of the Consultant, or any of the Consultant's employees, except as herein set forth, and the Consultant expressly warrants not to, at any time or in any manner, represent that it, or any of its agents, servants, or employees are in any manner employees of the City, it being distinctly understood that the Consultant is and shall at all times remain to the City a wholly independent contractor and the Consultant's obligations to the City are solely such as are prescribed by this Agreement. Each Consultant employee shall remain in the fulltime employ of Consultant, and the City shall have no liability for payment to such Consultant employee of any compensation or benefits, including but not limited to workers' compensation coverage, in connection with the performance of duties for the City.

9.5 Copyright. No reports, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.

9.6 Legal Construction.

9.6.1 This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced, and governed under the laws of the State of California.

9.6.2 This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

9.6.3 The article and section, captions and headings herein have been inserted for convenience only and shall not be considered or referred to in resolving questions or interpretation or construction.

9.6.4 Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

9.7 Counterparts. This Agreement may be executed in counterparts and as so executed shall constitute an agreement which shall be binding upon all parties hereto.

9.8 Final Payment Acceptance Constitutes Release. The acceptance by the Consultant of the final payment made under this Agreement shall operate as and be a release of the City from all claims and liabilities for compensation to the Consultant for anything done, furnished or relating to the Consultant's work or services. Acceptance of payment shall be any negotiation of the City's check or the failure to make a written extra compensation claim within ten (10) calendar days of

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the receipt of that check. However, approval or payment by the City shall not constitute, nor be deemed, a release of the responsibility and liability of the Consultant, its employees, sub-consultants, and agents for the accuracy and competency of the information provided or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by the Consultant, its employees, sub-consultants, and agents.

9.9 Corrections. In addition to the above indemnification obligations, the Consultant shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Consultant's work under this Agreement. Should the Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the City, and the cost thereof shall be charged to the Consultant.

9.10 Files. All files of the Consultant pertaining to the City shall be and remain the property of the City. The City will control the physical location of such files during the term of this Agreement. Consultant shall provide any such files in its possession to City upon termination of the Agreement. Consultant will be entitled to retain copies of such files upon termination of this Agreement in accordance with law.

9.11 Waiver; Remedies Cumulative. Failure by a party to insist upon the performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

9.12 Mitigation of Damages. In all such situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

9.13 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

9.14 Attorneys' Fees. The parties hereto acknowledge and agree that each will bear his/her or its own costs, expenses, and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

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9.15 Entire Agreement. This Agreement constitutes the whole agreement between the City and the Consultant, and neither party has made any representations to the other except as expressly contained herein. Neither party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any changes or modifications to this Agreement must be made in writing appropriately executed by both the City and the Consultant.

9.16 Warranty of Authorized Signatories. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign.

10.0 NOTICES. Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

CITY:	CONSULTANT:
Elaine Jeng, P.E.	4Leaf, Inc.
City Manager	Attn: Pete Roque
2 Portuguese Bend Road	5140 Birch Street, Second Floor
Rolling Hills, CA 90274	Newport Beach, CA 92660
TEL (310) 377-1521	TEL (949) 887-9432

11.0. **DISCLOSURE REQUIRED.** (City and Consultant initials required at 11.1)

11.1 Disclosure Required. By their respective initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is a "consultant" for the purposes of the California Political Reform Act because Consultant's duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18700.3(a) or otherwise serves in a staff capacity for which disclosure would otherwise be required were Consultant employed by the City. Consultant hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the City's Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to consultant commencing services hereunder, the City's Manager shall prepare and deliver to consultant a memorandum detailing the extent of Consultant's disclosure obligations in accordance with the City's Conflict of Interest Code.

City Initials _____
Consultant Initials_____

11.2 Disclosure Not Required. By their initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is not a "consultant" for the purpose of the California Political Reform Act because Consultant's duties and responsibilities are not within the scope of the definition of consultant in Fair Political Practice Commission Regulation 18700.3(a) and is otherwise not serving in staff capacity in accordance with the City's Conflict of Interest Code.

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City Initials _____
Consultant Initials _____

This Agreement is executed on January __, 2023, at City of Rolling Hills, California.

CITY OF ROLLING HILLS:

_____
Elaine Jeng, P.E., City Manager

CONSULTANT:

_____
Pete Roque, Director of Code Enforcement

ATTEST:

_____
Christian Horvath, City Clerk

APPROVED AS TO FORM:

_____
Patrick Donegan, City Attorney

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EXHIBIT A

SCOPE OF SERVICES

1. Overview

The project shall consist of Consultant's staff coordinating with the City of Rolling Hills Community and Planning Department to provide Code Compliance staff to the City. Pete Roque shall be the Project Manager and is fully responsible for seeing that the project is completed in compliance with the provisions of the agreement. Consultant shall use best efforts to provide the same Code Compliance staff to the City to ensure operational consistency. In the event that Code Compliance staff provided to the City changes for a second time in any one year period (*i.e.,* Consultant provides a third different staff member to the City for code compliance work), Consultant shall provide the City a written memorandum explaining the circumstances resulting in the staff turnover and provide an action plan to the City that will be employed to ensure staffing consistency to the City.

2. Scope of Work

A. Consultant's staff shall conduct all inspections and re-inspections of single family and multi-family properties and public facility properties and will identify and enforce all violations of City's municipal code, ordinances, laws, and all applicable statutes. Personnel shall issue notifications, letters, citations and warrants when necessary to achieve compliance. Staff will be required to document all complaints received, inspections conducted through photos, notes, and correspondences.

B. In addition to the services mentioned above, Consultant will provide the following services to the City (this is not intended to be a comprehensive list):

   i. Investigate complaints from the public and staff regarding violations of the municipal codes, ordinances, standards and health and safety regulations.
   ii. Initiate contact with residents, business representatives, and other parties to explain the nature of the violations and encourage compliance with municipal codes, zoning and land use ordinances, and community standards.
   iii. Prepare notices of violation for non-compliance according to applicable codes and regulations.
   iv. Prepare reports for cases requiring legal action or civil abatement.
   v. When required, meet with legal counsel and provide testimony on criminal cases.
   vi. Maintain records of complaints, inspections, violation notices, and other field enforcement activities.
   vii. Coordinate with City departments on cases as they relate to code enforcement.

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EXHIBIT B

FEE AND COST SCHEDULE

Task	Cost
Code Enforcement Officer	$105.00/ hour

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4LEAF, INC.
ENGINEERING · CONSTRUCTION MANAGEMENT
PLAN CHECK · BUILDING INSPECTION · PLANNING

2022-2023 FEE SCHEDULE & BASIS OF CHARGES

FOR THE CITY OF ROLLING HILLS

All Rates are Subject to Basis of Charges

PLAN REVIEW COST STRUCTURE	NOTES
Complete Plan Review Percentage Cost: 70% Partial Review (Structural and Non-Structural): 40% Hourly Plan Review: $140 Non-Structural Review $160 Structural Review	Fee includes: ➢ Initial review and two (2) rechecks. Hourly charges apply after three (3) or more rechecks. ➢ Shipping, courier, and electronic service.

Code Enforcement

Project Manager $180/hour
Director of Code Enforcement $170/hour
Senior Code Enforcement Officer $125/hour
Code Enforcement Officer $105/hour
Administrative Support $80/hour

Building & Fire

Permit Manager $120/hour
Senior Permit Technician $100/hour
Permit Technician $90/hour
Clerk/Administrator $70/hour
Chief Building Official $170/hour
Senior Combination Building Inspector (Building Inspector III) $135/hour
Commercial Building Inspector (Building Inspector II) $115/hour
Residential Building Inspector (Building Inspector I) $105/hour
Civil Plan Review (Grading, Improvement Plans) $170/hour
Structural Plan Review Engineer $160/hour
Non-Structural Plans Examiner $140/hour
Fire Prevention Officer $155/hour
Fire Protection Engineer (FPE) $205/hour
Fire Plans Examiner $145/hour
Fire Inspector II $125/hour
Fire Inspector I $115/hour
Inspector of Record $160/hour
Public Works Inspector $155/hour
DSA Class 1 / OSHPD A Inspector $155/hour
DSA Class 2 / OSHPD B Inspector $115/hour
DSA Class 3 / OSHPD C Inspector $105/hour
Certified Access Specialist (CASp) $170/hour
GoFormz Software ..... $50/user monthly
Hourly overtime charge per inspector ..... 1.5 x hourly rate
Mileage (for inspections performed within the City) ..... IRS Rate + 20%

Planning

Principal-in-Charge $275/hour
Housing Policy Director $220/hour
Planning Director $200/hour
Principal/Planning Manager $170/hour
Senior Planner $155/hour
Associate Planner $135/hour
Assistant Planner $110/hour
Senior Planning Technician $100/hour
Planning Technician $90/hour

BASIS OF CHARGES – BUILDING & FIRE

Rates are inclusive of "tools of the trade" such as forms, telephones, and consumables.

- All invoicing will be submitted monthly.
- Staff Augmentation work (excluding plan review) is subject to 4-hour minimum charges unless stated otherwise. Services billed in 4-hour increments.
- Most plan reviews will be done in 10 business days or less and 5 business days or less for re-checks. This is not inclusive of holidays or the day of the pick-up of plans.
- Expedited reviews will be billed at 1.5x the plan review fee listed in the fee schedule. Return time will be within seven (7) days of receipt of the plans from the City.
- Plan review of deferred submittals & revisions will be billed at the hourly rates listed.
- All plan review services will be subject to a $250.00 minimum fee if percentage-based fee or two (2) hour minimum charge if hourly rates apply.
- Larger complex plan reviews can be negotiated to achieve the best possible pricing. 4LEAF has a proven track record of working with municipalities to provide expedited reviews with discounted pricing when applicable.
- 4LEAF assumes that these rates reflect the 2022-2023 contract period. 3% escalation for 2024-2025 and 2025-2026 is negotiable per market conditions.
- Overtime and Premium time will be charged as follows:
  - *Regular time (work begun after 5AM or before 4PM)* — *1 x hourly rate*
  - *Nighttime (work begun after 4PM or before 5AM)* — *1.125 x hourly rate*
  - *Overtime (over 8-hour M-F or Saturdays)* — *1.5 x hourly rate*
  - *Overtime (over 8 hours Sat or 1st 8-hour Sun)* — *2 x hourly rate*
  - *Overtime (over 8 hours Sun or Holidays)* — *3 x hourly rate*
- Overtime will only be billed with prior authorization of the Director or other designated City personnel.
- All work with less than 8 hours rest between shifts will be charged the appropriate overtime rate.
- Mileage driven during the course of Inspections will be charged at cost plus 20%.
- Payment due on receipt. All payments over 30 days will be assessed a 1.5% interest charge.
- Client shall pay attorneys' fees, or other costs incurred in collecting delinquent amounts.
- Client agrees that 4LEAF's liability will be limited to the value of services provided.

BASIS OF CHARGES – PUBLIC WORKS

- Rates shown assume the projects will require compliance with California Prevailing Wage rate requirements and assumes the Client will be filing a PWC-100 Form to the California Department of Industrial Relations (DIR) for the projects.
- Rates for prevailing wage categories are subject to annual escalations in accordance with the bi-annual wage determinations from the California DIR.
- Per the new requirements being enforced under SB 854 and because it is assumed that a PWC-100 Form will be filed by the Client to the CA DIR for each project, 4LEAF is required to notify an authorized Apprenticeship Committee through submittal of a DAS-140 form. We are then required to make an official request to an authorized Apprenticeship Committee for an apprentice by submitting a DAS-142 form. We are not assured the apprenticeship committee will be able to provide a suitable / qualified apprentice for the project. Per the apprenticeship requirements, the hours worked by the apprentice must be in a ratio of 1:5 for apprentice to journeyman hours. 4LEAF will not know the labor classification of the Public Works Apprentice until an Apprentice is dispatched to the site; therefore, the rates for the five Periods listed under the California DIR's Wage determination for Building Construction Inspector were used to determine the range of hourly rates for Public Works Inspector Apprentice.
- Pre-approved Overtime and Premium hours for labor categories subject to Prevailing Wage requirements will be charged per the following:

- *Nighttime (work begun after 4PM or before 5AM)*	*1.125 x hourly rate*
- *Overtime (over 8 hour M-F or Saturdays)*	*1.35 x hourly rate*
- *Overtime (over 8 hours Sat or 1st 8 hour Sun)*	*1.85 x hourly rate*
- *Overtime (over 8 hours Sun or Holidays)*	*2.35 x hourly rate*

- All invoicing will be submitted monthly.
- All work with less than 8 hours rest between shifts will be charged the appropriate overtime rate.
- Subconsultant Invoices will be assessed a 10% Administrative Processing Fee.
- Project-related mileage for inspections will be billed at the allowable IRS Rate.
- Payment due on receipt. All payments over 30 days will be assessed a 1.5% interest charge.
- Client shall pay attorneys' fees, or other costs incurred in collecting delinquent amounts.
- Client agrees that 4LEAF's liability will be limited to the value of services provided.

ATTACHMENT "C"

CITY OF LOMITA
CITY COUNCIL REPORT

Item No. 7I

TO: City Council

FROM: Ryan Smoot, City Manager

PREPARED BY: Brianna Rindge, Community & Economic Development Director

MEETING DATE: December 20, 2022

SUBJECT: Professional Services Agreement with 4LEAF, Inc. for Augmented Code Enforcement Services

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RECOMMENDATION

BACKGROUND

For a number of years, the City has discussed increasing its ability to enforce its existing municipal code regulations and standards, and recently, the City added a dedicated Code Enforcement Officer as an initial step in those efforts. As part of those discussions, and with an appreciation for the financial constraints of the organization, the City Council has discussed the possibility of future expansions to our Code Enforcement and Community Preservation programs for specific issues or concerns. To further the City's efforts in enforcement of land use, zoning, and property maintenance standards, as well as to assist with monitoring and regulation of specific uses (massage establishments, for example), the City explored the possibility of contract services to supplement its efforts and allow internal City staff to focus on existing caseload.

To that end, the City released a Request for Proposals ("RFP") on October 17, 2022 with a due date of November 10, 2022 for project-based code enforcement services. Staff emailed the RFP to multiple known consultants and advertised on the City's website. The City received timely responses from three companies: Willdan Engineering, CSG Consultants, and 4LEAF, Inc.

DISCUSSION

After reviewing the proposals and conducting interviews, Staff recommends moving forward with 4LEAF, a California "C" Corporation established in 1999 that has grown to more than 300 personnel throughout California, Washington, Nevada, and New England. The company's goal is to "set the industry standard for excellent customer service". The 4LEAF team provided the best communication, presented directly related experience in

the types of projects the City foresees the consultant completing and even offered suggestions on how to improve upon the City's intended initiatives.

The pool of individuals 4LEAF offers to the City maintain PC 832 California peace officer certification, International Code Council inspector certification, and California Association of Code Enforcement Officers membership. 4LEAF can fulfill requests immediately upon request, including same-day, as the company maintains a wealth of available local code enforcement officers ready to serve and maintains practice doing so for multiple jurisdictions throughout California. If needed, 4LEAF will provide the City with part-time or full-time services as needed and upon request. Additionally, 4LEAF maintains staff designated to tracking legislation to ensure the City continues to follow state regulations and is aware of upcoming legislation that may affect the code enforcement program.

The hourly rates of CSG are ~25% higher than those of 4LEAF while the availability, enthusiasm, and communication of the more robust 4LEAF proposal were readily apparent. Willdan did not propose staff with direct experience working on the specific projects for which the City seeks assistance.

The team at 4LEAF reviewed the PSA with the City and finds the terms acceptable.

OPTIONS:

1. Authorize the City Manager to execute the agreement.
2. Do not authorize the City Manager to execute the agreement.
3. Provide staff with further direction.

FISCAL IMPACT

The hourly rate for a 4LEAF officer is $75-$95 per hour and $105 per hour for a senior officer, on the lower end compared to the other two companies, plus mileage. The need for on-call services will vary and will be mutually agreed based upon changing circumstances. Staff proposes an initial not-to-exceed amount of $50,000 per year budgeted for the augmented services and will monitor expenditures over the term. Any necessary adjustments will be brought to the Council for consideration. The proposed agreement is for two-years with the option to extend for one additional year. If approved, a budget appropriation of $50,000 will be added to 100-410-5340.000 for both Fiscal Years 2022/2023 and 2023/2024.

ATTACHMENTS

1. Professional Services Agreement

Reviewed by:

Gary Sugano

Gary Y. Sugano
Assistant City Manager

Approved by:

Ryan Smoot

Ryan Smoot
City Manager

Prepared by:

Brianna Rindge
Community & Economic Development Director

CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF LOMITA AND 4LEAF, INC.

This AGREEMENT for code enforcement services is entered into this 20th day of December 2022 by and between the CITY OF LOMITA, a general law city and municipal corporation ("CITY") and **4LEAF, INC.** ("CONSULTANT").

RECITALS

A. CITY does not have the personnel able and/or available to perform the services required under this agreement.

B. Therefore, CITY desires to contract out for augmented code enforcement services.

C. CONSULTANT warrants to CITY that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.

D. CITY desires to contract with CONSULTANT to perform the services as described in **Exhibit A** of this Agreement.

NOW, THEREFORE, based on the foregoing recitals, CITY and CONSULTANT agree as follows:

1. CONSIDERATION AND COMPENSATION.

A. As partial consideration, CONSULTANT agrees to perform the work listed in the SCOPE OF SERVICES, attached as **Exhibit A**;

B. As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement;

C. As additional consideration, CITY agrees to pay CONSULTANT an amount not to exceed $100,000.00, for CONSULTANT's services, unless otherwise specified by written amendment to this Agreement.

D. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager or his designee.

E. CONSULTANT shall submit to CITY, by not later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the

previous month. CITY shall pay CONSULTANT all uncontested amounts set forth in the CONSULTANT'S bill within 30 days after it is received.

2. SCOPE OF SERVICES.

A. CONSULTANT will perform the services and activities set forth in the SCOPE OF SERVICES attached hereto as **Exhibit A** and incorporated herein by this reference. If any part of **Exhibit A** is inconsistent with the terms of this Agreement, the terms of this Agreement shall control.

B. Except as herein otherwise expressly specified to be furnished by CITY, CONSULTANT will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space, and facilities necessary or proper to perform and complete the work and provide the professional services required of CONSULTANT by this Agreement.

3. PAYMENTS. For CITY to pay CONSULTANT as specified by this Agreement, CONSULTANT must submit an invoice to CITY which lists the reimbursable costs, the specific tasks performed, and, for work that includes deliverables, the percentage of the task completed during the billing period.

4. TIME OF PERFORMANCE. The services of CONSULTANT are to commence upon receipt of a notice to proceed from CITY and shall continue until all authorized work is completed to CITY's reasonable satisfaction, in accordance with the schedule incorporated in **"Exhibit A**," unless extended in writing by CITY.

5. FAMILIARITY WITH WORK. By executing this Agreement, CONSULTANT represents that CONSULTANT has (a) thoroughly investigated and considered the scope of services to be performed; (b) carefully considered how the services should be performed; and (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

6. KEY PERSONNEL. CONSULTANT's key person assigned to perform work under this Agreement is Director of Code Enforcement Pete Roque. CONSULTANT shall not assign another person to be in charge of the work contemplated by this Agreement without the prior written authorization of CITY.

7. TERM OF AGREEMENT. The term of this Agreement shall commence upon execution by both parties and shall expire on December 31, 2024, unless earlier termination occurs under Section 11 of this Agreement, or extended in writing in advance by both parties.

8. CHANGES. CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONSULTANT and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties.

9. **TAXPAYER IDENTIFICATION NUMBER**. CONSULTANT will provide CITY with a Taxpayer Identification Number.

10. **PERMITS AND LICENSES**. CONSULTANT will obtain and maintain during the term of this Agreement all permits, licenses, and certificates that may be required by local, state and federal laws in connection with the performance of services under this Agreement, including a business license as specified in Title VI, Chapter 2 of the Lomita Municipal Code.

11. **Laws and Regulations; Employee/Labor Certification**. CONSULTANT shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. CONSULTANT shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for CITY to terminate the Agreement for cause.

12. **TERMINATION.**

A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause. Notice of termination shall be in writing.

B. CONSULTANT may terminate this Agreement. Notice will be in writing at least 30 days before the effective termination date.

C. In the event of such termination, CONSULTANT shall cease services as of the date of termination, all finished or unfinished documents, data, drawings, maps, and other materials prepared by CONSULTANT shall, at CITY's option, become CITY's property, and CONSULTANT will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination.

D. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.

13. **INDEMNIFICATION**.

A. CONSULTANT shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees, and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of CITY. Should CITY in its sole discretion find CONSULTANT'S legal counsel unacceptable, then CONSULTANT shall reimburse CITY its costs of defense, including without limitation reasonable

attorneys' fees, expert fees and all other costs and fees of litigation. CONSULTANT shall promptly pay any final judgment rendered against CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

B. The requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT as required by Section 17, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

14. **ASSIGNABILITY**. This Agreement is for CONSULTANT's professional services. CONSULTANT's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.

15. **INDEPENDENT CONSULTANT**. CITY and CONSULTANT agree that CONSULTANT will act as an independent CONSULTANT and will have control of all work and the manner in which it is performed. CONSULTANT will be free to contract for similar service to be performed for other employers while under contract with CITY. CONSULTANT is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONSULTANT as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT will follow the direction of the CITY as to end results of the work only.

16. **AUDIT OF RECORDS.**

A. CONSULTANT agrees that CITY, or designee, has the right to review, obtain, and copy all records pertaining to the performance of this Agreement. CONSULTANT agrees to provide CITY, or designee, with any relevant information requested and will permit CITY, or designee, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this Agreement. CONSULTANT further agrees to maintain such records for a period of three (3) years following final payment under this Agreement.

B. CONSULTANT will keep all books, records, accounts and documents pertaining to this Agreement separate from other activities unrelated to this Agreement.

17. **CORRECTIVE MEASURES**. CONSULTANT will promptly implement any corrective measures required by CITY regarding the requirements and obligations of this Agreement. CONSULTANT will be given a reasonable amount of time as

determined by CITY to implement said corrective measures. Failure of CONSULTANT to implement required corrective measures shall result in immediate termination of this Agreement.

18. INSURANCE REQUIREMENTS.

A. CONSULTANT, at CONSULTANT's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

1. Workers Compensation Insurance as required by law. CONSULTANT shall require all subconsultants similarly to provide such compensation insurance for their respective employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against CITY, its officers, agents, employees, and volunteers for losses arising from work performed by CONSULTANT for CITY.

2. General Liability Coverage. CONSULTANT shall maintain commercial general liability insurance in an amount of not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

3. Automobile Liability Coverage. CONSULTANT shall maintain automobile liability insurance covering bodily injury and property damage for all activities of CONSULTANT arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars ($1,000,000) combined single limit for each occurrence.

4. Professional Liability Coverage. CONSULTANT shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from CONSULTANT'S operations under this Agreement, whether such operations be by CONSULTANT or by its employees, subconsultants, or subconsultants. The amount of this insurance shall not be less than one million dollars ($1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis. When coverage is provided on a "claims made basis," CONSULTANT will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement and will cover CONSULTANT for all claims made by CITY arising out of any errors or omissions of CONSULTANT, or its officers, employees or agents during the time this Agreement was in effect.

B. Endorsements. Each general liability, automobile liability and professional liability insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California, or which is approved in writing by CITY, and shall be endorsed as follows. CONSULTANT also agrees to require all CONSULTANTs, and subconsultants to do likewise.

1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONSULTANT, including materials, parts, or equipment furnished in connection with such work or operations."

2. This policy shall be considered primary insurance as respects CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by CITY, including any self-insured retention CITY may have, shall be considered excess insurance only and shall not contribute with this policy.

3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

4. The insurer waives all rights of subrogation against CITY, its elected or appointed officers, officials, employees, or agents.

5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its elected or appointed officers, officials, employees, agents, or volunteers.

6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' written notice has been received by CITY.

C. CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against CONSULTANT arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

D. Any deductibles or self-insured retentions must be declared to and approved by CITY. At CITY's option, CONSULTANT shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

E. CONSULTANT shall provide certificates of insurance with original endorsements to CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with CITY on or before

commencement of performance of this Agreement. Current certification of insurance shall be kept on file with CITY at all times during the term of this Agreement.

F. Failure on the part of CONSULTANT to procure or maintain required insurance shall constitute a material breach of contract under which CITY may terminate this Agreement pursuant to Section 11 above.

G. The commercial general and automobile liability policies required by this Agreement shall allow CITY, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the CONSULTANT (as the named insured) should CONSULTANT fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. CONSULTANT understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONSULTANT as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should CITY pay the SIR or deductible on CONSULTANT'S behalf upon CONSULTANT'S failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, CITY may include such amounts as damages in any action against CONSULTANT for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.

19. **USE OF OTHER CONSULTANTS**. CONSULTANT must obtain CITY's prior written approval to use any CONSULTANTs while performing any portion of this Agreement. Such approval must include approval of the proposed CONSULTANT and the terms of compensation.

20. **FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE**. The acceptance by the CONSULTANT of the final payment made under this Agreement shall operate as and be a release of CITY from all claims and liabilities for compensation to the CONSULTANT for anything done, furnished or relating to the CONSULTANT'S work or services. Acceptance of payment shall be any negotiation of CITY'S check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by CITY shall not constitute, nor be deemed, a release of the responsibility and liability of CONSULTANT, its employees, sub-CONSULTANTs and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by CITY for any defect or error in the work prepared by CONSULTANT, its employees, sub-CONSULTANTs and agents.

21. **CORRECTIONS**. In addition to the above indemnification obligations, the CONSULTANT shall correct, at its expense, all errors in the work which may be disclosed during CITY'S review of CONSULTANT'S report or plans. Should the CONSULTANT fail to make such correction in a reasonably timely manner, such

correction shall be made by CITY, and the cost thereof shall be charged to CONSULTANT. In addition to all other available remedies, CITY may deduct the cost of such correction from any retention amount held by CITY or may withhold payment otherwise owed CONSULTANT under this Agreement up to the amount of the cost of correction.

22. **NON-APPROPRIATION OF FUNDS.** Payments to be made to CONSULTANT by CITY for services preformed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that CITY does not appropriate sufficient funds for payment of CONSULTANT'S services beyond the current fiscal year, the Agreement shall cover payment for CONSULTANT'S only to the conclusion of the last fiscal year in which CITY appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

23. **NOTICES**. All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

CITY	CONSULTANT
City of Lomita 24300 Narbonne Avenue Lomita, CA 90717 ATTN: City Manager	4LEAF, Inc. 5140 Birch Street Newport Beach, CA 92660 ATTN: Pete Roque

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph. Courtesy copies of notices may be sent via electronic mail, provided that the original notice is deposited in the U.S. mail or personally delivered as specified in this Section.

24. **SOLICITATION**. CONSULTANT maintains and warrants that it has not employed nor retained any company or person, other than CONSULTANT's bona fide employee, to solicit or secure this Agreement. Further, CONSULTANT warrants that it has not paid nor has it agreed to pay any company or person, other than CONSULTANT's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONSULTANT breach or violate this warranty, CITY may rescind this Agreement without liability.

25. **THIRD PARTY BENEFICIARIES**. This Agreement and every provision herein is generally for the exclusive benefit of CONSULTANT and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONSULTANT's or CITY's obligations under this Agreement.

26. **INTERPRETATION**. This Agreement was drafted and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.

27. **ENTIRE AGREEMENT**. This Agreement and its Attachments sets forth the entire understanding of the parties. There are no other understandings, terms, or other agreements expressed or implied, oral or written.

28. **RULES OF CONSTRUCTION**. Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

29. **AUTHORITY/MODIFICATION**. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment with signatures of all parties to this Agreement. CITY's city administrator, or designee, may execute any such amendment on behalf of CITY.

30. **ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES**. The Parties agree that this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission, scanned and delivered via electronic mail, or delivered using digital signature technology approved by CITY. Such facsimile or electronic signatures will be treated in all respects as having the same effect as an original signature.

31. **FORCE MAJEURE.** Should performance of this Agreement be impossible due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.

32. **TIME IS OF ESSENCE**. Time is of the essence to comply with dates and schedules to be provided.

33. **ATTORNEY'S FEES.** The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

34. **STATEMENT OF EXPERIENCE.** By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload,

experience in dealing with private CONSULTANTs, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

35. **DISCLOSURE REQUIRED.** (CITY and CONSULTANT initials required at one of the following paragraphs.)

By their respective initials next to this paragraph, CITY and CONSULTANT hereby acknowledge that CONSULTANT is a "CONSULTANT" for the purposes of the California Political Reform Act because CONSULTANT'S duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18700.3(a)(2) or otherwise serves in a staff capacity for which disclosure would otherwise be required were CONSULTANT employed by CITY. CONSULTANT hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the CITY'S Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to CONSULTANT commencing services hereunder, the City's Manager shall prepare and deliver to CONSULTANT a memorandum detailing the extent of CONSULTANT'S disclosure obligations in accordance with the CITY'S Conflict of Interest Code.

City Initials _____ CONSULTANT Initials _____

OR

By their initials next to this paragraph, CITY and CONSULTANT hereby acknowledge that CONSULTANT is not a "CONSULTANT" for the purpose of the California Political Reform Act because CONSULTANT'S duties and responsibilities are not within the scope of the definition of CONSULTANT in Fair Political Practice Commission Regulation 18700.3(a)(2) and is otherwise not serving in staff capacity in accordance with CITY'S Conflict of Interest Code.

City Initials _____ CONSULTANT Initials _____

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF LOMITA		CONSULTANT
_____		_____
Ryan Smoot, City Manager	By:	Pete Roque, Director of Code Enforcement

ATTEST:

Kathleen Horn Gregory, City Clerk

Taxpayer ID No.

APPROVED AS TO FORM:

Trevor Rusin, City Attorney

Exhibit A

SCOPE OF SERVICES
CODE ENFORCEMENT OFFICER

The selected firm shall provide qualified personnel to perform code enforcement inspections in a lawful manner that respects the reasonable expectations of privacy and security of persons and their properties. The inspections conducted by the selected firm will determine if property conditions are in compliance with the Lomita Municipal Code and other applicable regulations and the firm will be responsible for achieving code compliance with those in violation. The selected firm shall be qualified to do the following:

- Perform inspections for violations of City ordinances;
- Research properties for prior approvals, permits, and general information relating to violations;
- Investigate, document, and take necessary action when a violation of Lomita Municipal Code or other applicable codes exists, including notices of violation and citations to credibly establish at the administrative level that violations of law exist;
- Determine when voluntary compliance is not forthcoming from property owners, business owners, or responsible parties;
- Maintain files, databases, and records related to citations and violations;
- Confer and coordinate code enforcement activities and inspections with other departments and agencies;
- Prepare a variety of written reports, inspection warrants, memoranda, and correspondence;
- Track statistical data for monthly reports and other correspondence;
- Coordinate and conduct follow-up abatement or revocation procedures including preparation of additional correspondence and administrative records;
- Notify the responsible parties of other agency approvals when necessary prior to closing a code enforcement action;
- Work cooperatively with members of the general public, City staff, and other responsible parties on a regular basis as needed;
- Work with legal counsel to assist in the successful prosecution of code enforcement cases utilizing a hearing officer or in criminal or civil court when necessary; and
- Perform other related duties in support of code enforcement program objectives.

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

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

Date: August 21, 2023

Subject: Consideration to Accept Project Completion and Authorize the Recordation of the Notice of Completion for the Pedestrian Fencing Glenoaks Boulevard Bridge Project, Job No. 7618, Plan No. P-740

RECOMMENDATION:

It is recommended that the City Council:

a. Accept the improvements as constructed by CT&T Concrete Paving, Inc., and consider the work completed;

b. Authorize the issuance and filing of the "Notice of Completion" (Attachment "A") with the Los Angeles County Office of the Registrar-Recorder/County Clerk; and

c. Authorize the release of the five percent retention amount ($6,493.88) after the 35-day lien period from the date the Notice of Completion (NOC) is recorded.

BACKGROUND:

1. On October 17, 2022, the City Council awarded Contract No. 2120 to CT&T Concrete Paving, Inc. for construction of the Pedestrian Fencing Glenoaks Boulevard Bridge Project in the amount of $134,120, authorized the City Manager to execute change orders and approved change orders not to exceed 10% ($13,412) of the contract amount.

2. On March 13, 2023, a Notice to Proceed, Part 1, was issued to authorize the Contractor to submit construction plans and move forward with procuring materials.

3. On May 10, 2023, a Notice to Proceed, Part 2, was issued to authorize the Contractor to move forward with construction of improvements within 20 working days.

4. On May 15, 2023, construction started and on June 21, 2023, the full scope of work was completed by the Contractor.

ANALYSIS:

This project consisted of improvements to the Glenoaks Boulevard Bridge over the Pacoima Wash Channel to increase the level of safety for pedestrians. The work included:

- Installation of six-foot high pedestrian chain link fencing on the north and south sides of the bridge;
- Removal of three palm trees;
- Construction of tubular steel fence at the northwest corner of the bridge; and
- Preparation and painting of existing bridge railing.

Following the award of the construction contract, the City experienced delays obtaining the Los Angeles County Flood Control District Access Permit needed to access the Pacoima Wash Channel for installation of the chain link fence. This delay resulted in a postponed construction start date by approximately two months and required the City to provide the Notice to Proceed in two parts to ensure the project moved forward expeditiously.

There were no change orders issued for this project, which was completed on budget and pursuant to the City's specifications. The project's construction management, inspection, testing, and labor compliance services were provided by Willdan Engineering.

BUDGET IMPACT:

Funding for this project was included in the Fiscal Year 2022-2023 Adopted Budget with funding sources SB-1 and Measure R being utilized to complete this project. The total construction cost of $129,878 was under the total approved budget of $147,532 which included the 10% contingency. The total design, construction management, and inspection cost of $64,905 was under the total approved budget of $71,813.

Fund	Account Number	Allocation
SB 1	025-3623-0000	$ 172,500
Measure R	012-3210-0000	$ 48,851
Total Sources:		**$ 221,351**

Uses			
Activity	**Account Number**	**Allocation**	**Actual Cost**
Design/Construction Management/Inspection	012/025-311-0565-4600	$ 73,819	$ 73,908
Construction	012/025-311-0565/0000-4600	$ 134,120	$ 129,878
Contingency	025-311-0565-4600	$ 13,412	$ 0
Total Uses:		**$ 221,351**	**$ 203,786**

The budget for this project has a remaining balance of $17,565. The additional funds will be used to paint the newly installed chain link fence to match the railing and make concrete repairs to the deteriorated sidewalk at the four bridge corners.

CONCLUSION:

The Pedestrian Fencing Glenoaks Boulevard Bridge Project has been completed in conformance with the approved plans and specifications. Project acceptance and filing the NOC allows for the project to be closed out.

ATTACHMENT:

A. Notice of Completion

ATTACHMENT "A"

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

City of San Fernando
Julia Fritz, City Clerk
San Fernando City Hall
117 Macneil Street
San Fernando, CA 91340

Space Above This Line Reserved For The Recorder's Use

EXEMPT FROM RECORDING FEES PER GOVT CODE SECTION 6103

NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion.

1. **NOTICE IS HEREBY GIVEN THAT:** work on the Pedestrian Fencing Glenoaks Boulevard Bridge Project, Job No. 7618 has been completed, and it is recommended that a Notice of Completion be executed and recorded
2. **NAME AND ADDRESS OF OWNER:** City of San Fernando, a municipal corporation, 117 Macneil Street, San Fernando, CA 91340
3. **DESCRIPTION OF THE PUBLIC WORK:** Project construction improvements consisted of installation of six-foot high pedestrian chain link fencing on north and south sides of bridge, preparation and painting of existing bridge railing, removal of three palm trees, and construction of tubular steel fence.
4. **DESCRIPTION OF PROPERTY:** The property on which said work of improvement was completed is in the City of San Fernando, County of Los Angeles, State of California, and is described as: Glenoaks Boulevard Bridge over the Pacoima Wash Channel
5. **ACCEPTED AND COMPLETED:** Work on said contract was completed and accepted on August 21, 2023
6. **NATURE OF OWNER'S INTEREST:** Public Right of Way (Public Street)
7. **NAME AND ADDRESS OF CONTRACTOR:** CT&T Concrete Paving, Inc., 324 S. Diamond Bar Blvd., PMB 275 Diamond Bar, CA 91325
8. **DECLARATION:** I, Kenneth Jones, duly appointed Management Analyst of the City of San Fernando, have read the foregoing Notice of Completion, have made my verification on behalf of said City, and know the contents thereof to be true. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

_____ _____

Kenneth Jones, Management Analyst Date
City of San Fernando, California

ACKNOWLEDGMENT

State of California)
County of Los Angeles)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On _____ before me, Julia Fritz, Notary Public, personally appeared, Kenneth Jones who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~/are~~ subscribed to the within instrument and acknowledged to me that he~~/she/they~~ executed the same in his~~/her/their~~ authorized capacity~~(ies)~~, and that by his~~/her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature_____ **(Seal)**
Julia Fritz, Notary Public

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

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

Date: August 21, 2023

Subject: Update on the Application of the City's Community Engagement Framework

RECOMMENDATION:

It is recommended that the City Council:

a. Receive an informational update on the Community Engagement Framework; and

b. Provide direction to staff as appropriate.

BACKGROUND:

1. On May 15, 2023, the City Council adopted the Community Engagement Framework (Resolution No. 8230), and amended the framework to ensure that projects that require direct engagement with the public must include a plan for public engagement in the scope of work, including Spanish interpretation and translation. City Council directed staff to provide an update on the application of the Community Engagement Framework for all department projects, programs, and policies within 60 days.

2. On June 20, 2023, the City Council adopted the FY 2023-2024 City Budget including a one-time enhancement request for Language Translation Services in the amount of $64,000; with the goal of piloting Spanish language interpretation and translation of agendas at City Council and Commission meetings for up to six months, concluding with an evaluation of the effectiveness of such services.

3. On July 17, 2023, staff prepared City Council Agenda Item No. 10 - Update on the Application to the City's Community Engagement Framework. Due to the substance and length of other discussion items considered during that meeting, City Council tabled discussion of Item No. 10 to a future City Council meeting.

ANALYSIS:

Community engagement empowers residents, strengthens democracy, improves decision-making, and builds more inclusive and resilient cities. It fosters a collaborative relationship between city governments and the community, leading to better outcomes and a higher quality of life for all residents. Effective community engagement can enhance outcomes by:

- Tapping into local knowledge and expertise;
- Building trust and accountability between citizens and government;
- Enabling the City to identify and understand community needs and priorities more accurately;
- Fostering innovation and creativity;
- Strengthening social cohesion and sense of community; and
- Increasing likelihood of successful policy implementation.

The City incorporates community engagement into all major projects, policies, and programs to ensure that the community's input plays an important role in making local government both effective and responsive to San Fernando residents and businesses.

In April 2023, the City Council updated the *2022-2026 Strategic Goals* (originally adopted on April 19, 2021). The first strategic goal, "Focus on Community First," emphasizes how vital community engagement is to the prosperity of San Fernando. Resident input on major City decisions supports the City Council and City staff in ensuring that community needs are prioritized in both the creation and implementation of its projects, policies, and programs. Consequently, City Council directed staff to establish a framework for applying community engagement strategies in San Fernando.

The purpose of the Community Engagement Framework (CEF) is to establish a common understanding of, and commitment to, community engagement across all departments and to the constituents the City serves. It sets clear and specific standards for community engagement that all City Departments and hired consultants can follow and contextually apply. Additionally, the framework was developed with a Diversity, Equity, and Inclusion lens; reinforcing that equitable community engagement can help lead to more inclusive and accessible governance. Through this framework, the City can work towards ensuring that every resident's voice is heard and valued, especially those that have been historically disenfranchised.

As part of the 60-day informational update, City staff has included a summary of how the CEF is being applied in each department for public-facing projects and programs. The Fiscal Year (FY) 2023-2024 Engagement Summary (Attachment "A") is organized by engagement approach as outlined in the CEF. Some projects may involve more than one engagement approach and applicability should be considered on a case-by-case basis.

The CEF includes the following engagement approaches:

Inform.
Provide the public information on a project, program, or policy. This engagement approach is typically one-way communication and does not require community feedback, rather, it is intended to ensure that customers are aware of the project/program and its related impacts.

Projects include:
- Coyote Co-Existence Plan
- "Keep San Fernando Clean and Beautiful" post cards
- National Night Out

Consult.
Receive feedback from the public to help inform the City's decisions. This engagement approach relies on feedback for questions or options that are framed by the City. For example, a project may be clearly defined, but the elements within it benefit from additional input.

Projects include:
- Chat with the Chief
- Open Streets Event (Move Your Way)
- MySF / 311 Resident Request System

Collaborate.
Work directly with the public in order to identify issues, create solutions, and develop future strategies. These types of projects have general elements conceptualized but require stakeholders to shape many of the elements to ensure the end product is community-driven.

Projects include:
- Downtown Master Plan
- Pacoima Wash Phase 2
- Park Master Plan Update

Shared Leadership.
Delegate decision-making authority to the public or give them a formal role in making final recommendations. There are no identified projects within FY 2023-2024 that use the Shared Leadership approach. One past example includes a local ballot initiative for the Prohibition of Sale and Manufacturing of Cannabis. Staff will continue to assess its applicability to projects and programs moving forward.

Tracking and measuring the impact of the CEF on projects and programs is an important component to include for any project. Metrics for success in community engagement can vary depending on the goals and objectives of a project or program. Some commonly used metrics

that can help evaluate the effectiveness of community engagement efforts include tracking participation levels, representation and assessment to which different demographic groups are engaged and have a voice in the decision-making process, customer or stakeholder satisfaction and feedback, the extent to which community input and recommendations have influenced decision-making, and measuring the number of returning participants, sustained community involvement, and ongoing relationships fostered with community members.

By regularly tracking and analyzing these metrics, the City can assess progress, make improvements, and demonstrate the impact of community engagement efforts.

BUDGET IMPACT:

There is no direct budget impact associated with an informational update to the adopted Community Engagement Framework. Developing a Community Engagement Framework was included in the FY 2022-2023 City Manager's Office Work Plan. Community Engagement is on a case-by-case basis and is built into the overall project budget.

CONCLUSION:

It is recommended that the City Council receive an informational update on the Community Engagement Framework and provide direction to staff as appropriate.

ATTACHMENT:

A. FY 2023-2024 Engagement Summary

FY 2023-24 Engagement Summary for Projects and Programs

Department	FY 23-24 Projects	Engagement Approach	Engagement Methods	Timeframe	Metrics for Success
Administration	**Annual Report and CM Monthly Report**	Inform - give the public information on a project, program, policy.	Newsletters	October 2023 - December 2023	• Number of comments received • Increase in overall engagement with City
Administration	**City Notifications (infoSF, alertSF)**	Inform - give the public information on a project, program, policy.	Notifications	Ongoing	• Number of notifications sent
Administration	**Social Media Posts**	Inform - give the public information on a project, program, policy.	Social Media	Ongoing	• Number of social media posts
City Clerk	**Spanish Language Translation Services during entire City Council & Commission Meetings**	Inform - give the public information on a project, program, policy.	Website, Newsletters	July 2023 - December 2023	• Number of notifications sent • Tracking of interpretation use per meeting • Customer satisfaction
Finance	**Transaction Tax Meeting**	Inform - give the public information on a project, program, policy.	Community Meeting	Fall 2023	•Number of participants per meeting
Police	**National Night Out**	Inform - give the public information on a project, program, policy.	Community Event	October 2023	•Number of participants per meeting
Police	**Community Academy**	Inform - give the public information on a project, program, policy.	Community Meetings	11 Sessions Beginning Fall 2023	•Number of participants per meeting • Customer satisfaction
Police	**Parent Academy**	Inform - give the public information on a project, program, policy.	Community Meetings	6 Session Beginning September 19	•Number of participants per meeting • Long-term impact and connection with participant
Public Works	**Well 3 Infiltration Project**	Inform - give the public information on a project, program, policy.	Notifications	September 2023	• Number of notifications sent • Customer satisfaction
Administration	**Citywide Survey**	Consult - receive feedback from the public to help inform the City's decisions.	Survey	December 2023 - January 2024	• Number of surveys completed • Actions completed from survey • Customer Satisfaction
Administration	**mySF / 311 Resident Request System**	Consult - receive feedback from the public to help inform the City's decisions.	Website, Newsletters	July 2023 - September 2023	• Number of requests • Number of requests that shift to the mySF system • Customer satisfaction
Police	**Chat with the Chief**	Consult - receive feedback from the public to help inform the City's decisions.	Community Meeting	Ongoing	•Number of participants per meeting • Long-term impact and connection with participant
Public Works	**Carlisle Green Alley**	Consult - receive feedback from the public to help inform the City's decisions.	Walk Shop, Community Meetings, Resident Education	October 2023 - March 2024	•Number of participants per meeting • Long-term impact and connection with participant • Customer satisfaction
Public Works	**Urban forestry Management Plan**	Consult - receive feedback from the public to help inform the City's decisions.	Community Meetings, Survey, Resident Education	March 2023 - August 2024	•Number of participants per meeting • Customer satisfaction
Public Works	**Infiltration Project**	Consult - receive feedback from the public to help inform the City's decisions.	Community Education, Website,	October 2023	• Customer satisfaction
Recreation and Community Services	**Pioneer Park Playground Revitalization Project**	Consult - receive feedback from the public to help inform the City's decisions.	Community Meetings, Resident Notification, Social Media, Website, Newsletters	August 2023 - November 2023	•Number of participants per meeting • Customer satisfaction
Recreation and Community Services	**Open Street Event (Move Your Way)**	Consult - receive feedback from the public to help inform the City's decisions.	Community Meetings, Resident Notification, Business Notification, Social Media, Website, Newsletters	June 2023 - September 2023	•Number of participants • Long-term impact and connection with participant • Customer satisfaction

Recreation and Community Services	**Layne Park Revitalization**	Consult - receive feedback from the public to help inform the City's decisions.	Community Meetings, Rsident Notifications, Survey, Social Media, Website, Newsletter (project completed)	April 2021 - June 2, 2021	•Number of participants per meeting • Customer satisfaction
Community Development	**Downtown Master Plan**	Collaborate - work directly with the public in order to identify issues, create solutions, and develop future strategies.	Door Knocking, Survey, Walk Shop, Community Meetings, Pop-ups	July 2023 - June 2024	•Number of participants per meeting • Community impact on project • Long-term impact and connection with participant • Customer satisfaction
Community Development	**Climate Action and Resilience Plan (phase 2)**	Collaborate - work directly with the public in order to identify issues, create solutions, and develop future strategies.	Survey, Walk Shop, Community Meetings, Pop-ups, Resident Education	July 2023 - December 2023	•Number of participants per meeting • Community impact on project • Long-term impact and connection with participant • Customer satisfaction
Police	**Neighborhood Watch**	Collaborate - work directly with the public in order to identify issues, create solutions, and develop future strategies.	Community Meetings	Ongoing	•Number of participants per meeting • Long-term impact and connection with participant
Police	**Business Watch**	Collaborate - work directly with the public in order to identify issues, create solutions, and develop future strategies.	Community Meetings	Ongoing	•Number of participants per meeting • Long-term impact and connection with participant
Public Works	**Pacoima Wash (phase 2)**	Collaborate - work directly with the public in order to identify issues, create solutions, and develop future strategies.	Design Charrette, Community Meetings, Resident Education, Website,	October 2023 - August 2024	•Number of participants per meeting • Community impact on project • Long-term impact and connection with participant • Customer satisfaction
Recreation and Community Services	**Las Palmas Park Redesign**	Collaborate - work directly with the public in order to identify issues, create solutions, and develop future strategies.	Door Knocking, Survey, Community Meetings, Pop-ups	October 2022 - August 2023	•Number of participants per meeting • Long-term impact and connection with participant • Customer satisfaction
Recreation and Community Services	**Park Master Plan Update**	Collaborate - work directly with the public in order to identify issues, create solutions, and develop future strategies.	Community Meetings, Resident Notification, Business Notification, Social Media, Website, Newsletters	August 2023 - February 2024	•Number of participants per meeting • Long-term impact and connection with participant • Customer satisfaction

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

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

Date: August 21, 2023

Subject: Discussion Regarding the City Community Preservation Efforts

RECOMMENDATION:

It is recommended that the City Council:

a. Discuss the Community Preservation efforts and provide direction to staff, if necessary; and

b. Receive and file this report.

BACKGROUND:

1. On March 22, 2022, the Beautification Ad Hoc Committee recommended providing educational resources to inform the community of typical violations for property maintenance.

2. In July 2022, an illustrative and informative postcard promoting "Help Keep San Fernando Beautiful & Safe" was sent to all properties to inform the community of conditions that are violations of the San Fernando Municipal Code (Attachment "A").

3. On February 6, 2023, during City Council communication, Mayor Rodriguez expressed interested in receiving a presentation of the Community Preservation process.

4. On May 30, 2023, during discussion of the budget proposal for Community Development Department, Councilmember Fajardo requested a discussion of the Community Preservation efforts and the Residential Property Pre-inspection and Report Program.

ANALYSIS:

The Community Preservation Division is responsible for enforcing compliance with City ordinances, zoning regulations, and building codes. The Community Preservation Officers (CPOs)

are responsible for conducting inspections, responding to complaints, and working closely with residents, property owners, and businesses to address issues related to property maintenance, land use, signage, and other code-related matters. The Community Preservation team plays a crucial role in maintaining the City's quality of life, safety standards, and aesthetic appeal by promoting adherence to City codes and regulations, and by collaborating with participants to resolve violations and promote responsible development and use of properties in the City.

For Fiscal Year (FY) 2022-2023, the Community Preservation Division had a staff allocation of three full-time and two part-time positions. One of the full-time CPOs was approved as an enhancement for FY 2022-2023 and remained vacant while the City recruited to fill the position. During this time, there were two full-time and two part-time positions. On June 12, 2023, the two full-time positions became vacant due to one resignation and one retirement. To temporarily fill the gap, a Community Services Officer in the Police Department was transferred to Community Development to train as an Interim Community Preservation Officer and assist the team with Voluntary Compliance Orders.

To supplement staff efforts and maintain the Community Preservation activity while the City recruits to fill the open positions, the City has engaged 4LEAF to provide contract Community Preservation services. 4LEAF has assigned an Interim Code Enforcement Supervisor who works part-time for three days a week. The Code Enforcement Supervisor helps to prioritize urgent cases, train City staff, and deliver a customer-friendly enforcement program.

<u>Code Violation Process.</u>
Initial Community Preservation enforcement efforts are focused on obtaining voluntary compliance, followed by notices, then by citations, and finally by referral of the case to the City Attorney's Office. Some examples of the process are as follows:

- *Graffiti* – Contact is made with the property owner and/or responsible person. A Graffiti Removal Notice is hand delivered, emailed, or posted on the property in violation. This allows the responsible person time to remove the graffiti within 72 hours. Failure to comply results in the issuance of a Final Notice of Violation (a one to two weeks deadline to comply). If there is no compliance as of the date provided in the Notice of Violation, then citations are issued. The first citation is $250, followed by $500 for the second citation and finally $1,000 for the third citation for failure to remove the graffiti. Graffiti cases may be forwarded to the City Attorney's Office for further legal action if failure to comply is observed after the issuance of the third citation.

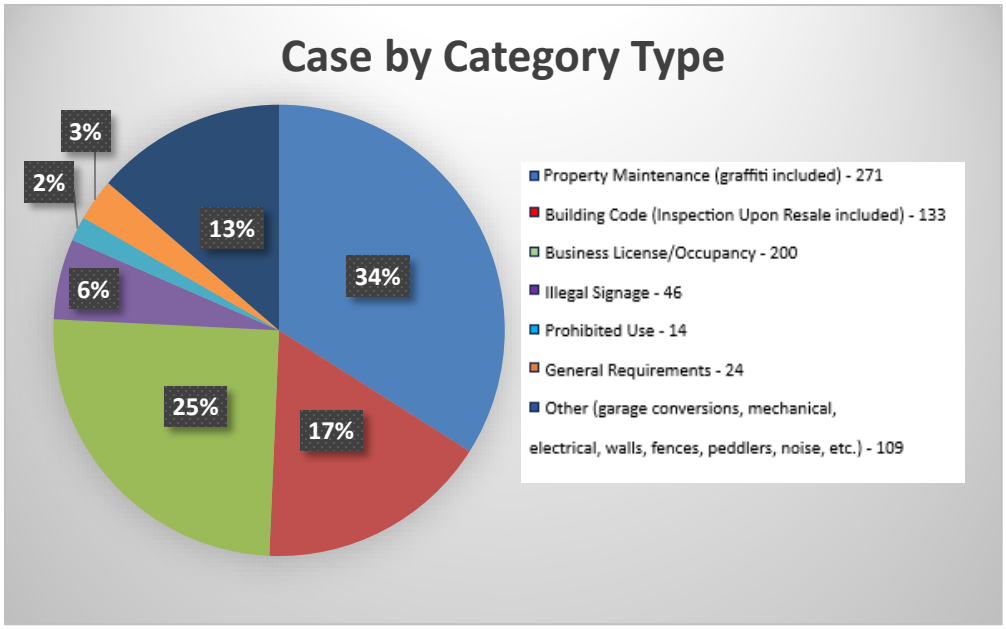
- *Dead and Unmaintained Vegetation* – A voluntary compliance notice (one to two weeks deadline to comply) is sent via first class mail to the property owner and/or responsible person. Similar to graffiti, failure to comply results in the issuance of a Final Notice of Violation (a one to two weeks deadline to comply). If there is no compliance as of the date provided in the Notice of Violation, then citations are issued. The first citation is $250, followed by $500 for the second citation and finally $1,000 for the third citation for

failure to abate the violations. All property maintenance cases may be forwarded to the City Attorney's Office for further legal action if failure to comply is observed after the issuance of the third citation.

- *Building Code Violation* - The process for a Building Code violation is different due to the possible dangerous conditions. When staff observes building without permits, a Stop Work Order is issued advising the violators to cease all work and obtain the required permits immediately from the Community Development Department. Failure to obtain the required permits results in the issuance of a first Notice of Violation (one to two weeks deadline to comply) and a Final Notice of Violation (one to two weeks deadline to comply). If the owner fails to comply after the deadline provided on the Final Notice of Violation, cases may be forwarded to the City Attorney's Office for further legal action.

Community Preservation Caseload.

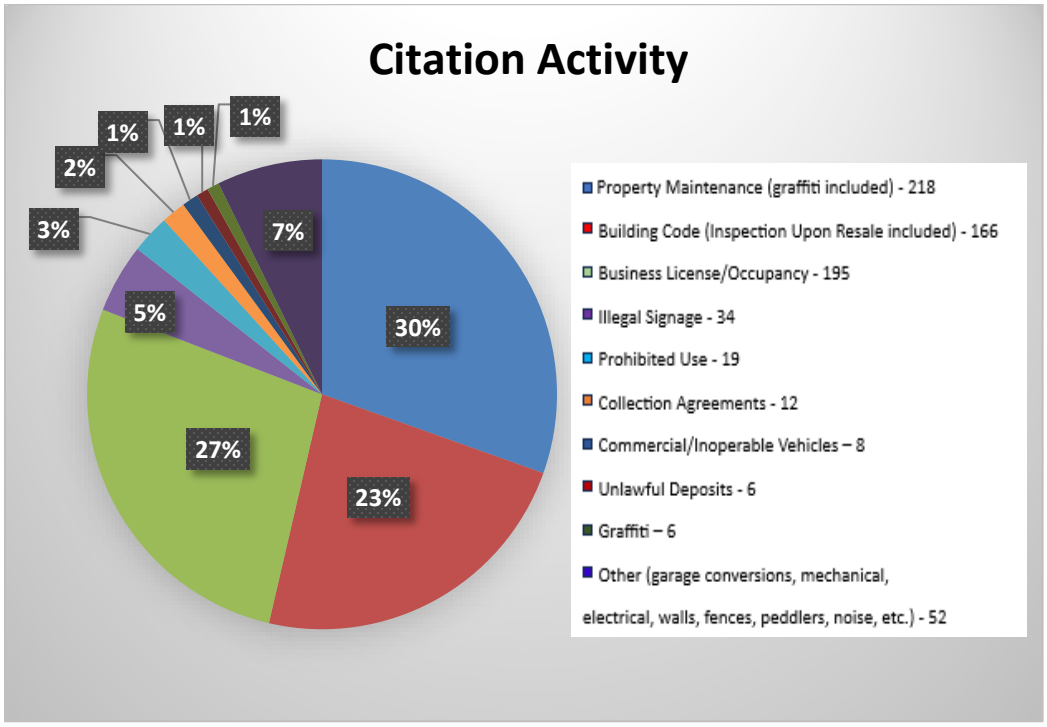
As seen in the Case by Category Type chart below, the main violations identified by Community Preservation staff consist of Property Maintenance violations (34%), followed by Business License violations (25%), and Building Code violations (17%). Property Maintenance violations include cases such as graffiti, dead and unmaintained vegetation, dilapidated buildings, junk, trash, and debris. Business License violations include cases of expired business licenses or operating without a business license. Building Code violations include cases such as building without permits and inspection upon resale violations. All other violations include violations of garage conversions, mechanical, electrical, walls, fences, noise, collection agreements, etc.



Community Preservation Citation Activity.

Once Community Preservation staff confirms violations have not been abated despite voluntary compliance requests and notices to the owner, citations are issued. The Citation Activity chart

below identifies citation activity during FY 2022-2023, totaling 714 citations amounting to $134,407. Those citations are issued to cases related to the following: Property Maintenance violations, Business License violations, Building Code violations, Illegal signage, Graffiti, and other violations.



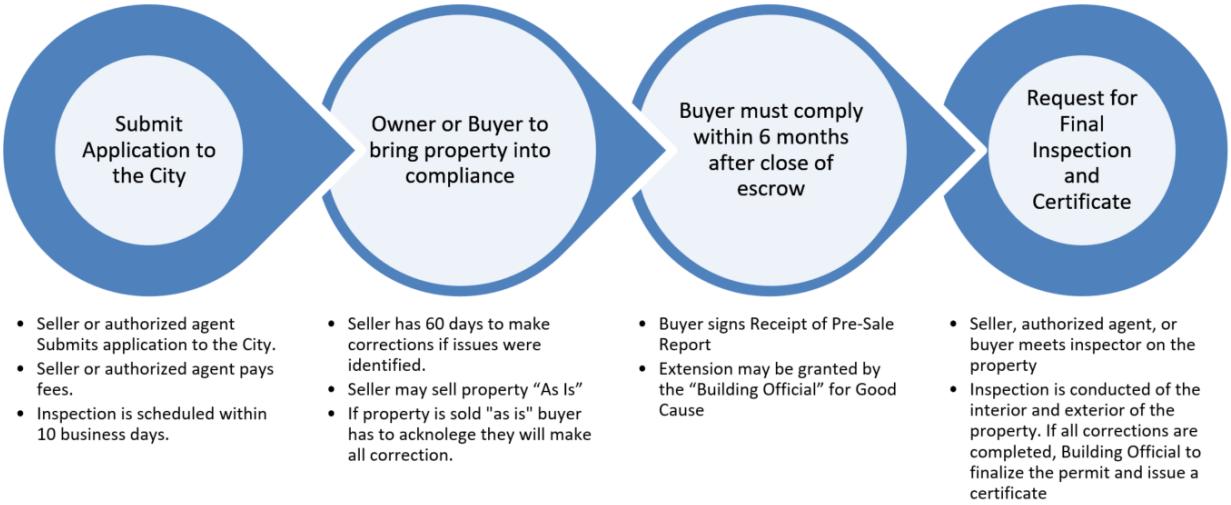
<u>Proactive Approach and Education.</u>
Community Preservation efforts are primarily initiated in two ways: 1) a complaint is received from the public (reactive), or 2) staff observes a possible violation (proactive). Currently, most of the efforts are done through proactive inspections. Current proactive and reactive processes need to be studied due to limited staffing. Effective proactive approach involves ongoing education of the City Codes to the community. A proactive stance enables the anticipation and prevention of violations, ultimately saving valuable resources over time.

Over the past year, the Community Preservation Division has made significant progress in enhancing proactive code enforcement approach through educational initiative. This involves distribution of informative postcards promoting Help Keep San Fernando Beautiful & Safe, notification of an annual overgrown vegetation abatement program, and community engagement at the Community Academy. These combined efforts demonstrate the City's commitment to raising awareness, ensuring compliance, and fostering a well-informed and responsible community. Staff will continue to actively engage in public education to strengthen the proactive approach for addressing building violations, property maintenance, and nuisance concerns.

Residential Property Pre-Sale Inspection and Report Program.

In late 2011, the City established a Residential Property Pre-Sale Inspection and Report Program to help homebuyers know if the property has any problems or violations. This program mandates sellers to submit an inspection application and obtain a pre-sale inspection report from the City before selling any residential property, excluding hotels, motels, mobile homes, and parks. The report shows the City's records and findings about the property's condition and safety. The Program strives to enhance the safety and quality of residential buildings and neighborhoods by enforcing regulations that prevent the sale of substandard or hazardous properties. A copy of the program pamphlet and pre-sale inspection checklist is included as Attachment "B."

Residential Property Pre-Sale Inspection and Report Program



The program requires a certified building inspector to perform the inspection and write the report. The application fee for this service is $275, which covers part of the program costs. In fiscal year 2022-2023, the Building Inspector completed 124 inspections and reports, resulting in a total revenue of approximately $28,000.

BUDGET IMPACT:

There is no impact to the FY 2023-2024 Adopted Budget, as resources have been designated for three full-time Community Preservation Officers. In FY 2022-2023, Community Preservation Division issued 714 citation amounting to approximately $134,000 to help recover the cost for the Division.

Currently, two positions are vacant. The cost savings from these vacant positions are being proposed for use in continuing an on-call community preservation service through 4LEAF. This collaboration aims to support and enhance continuous community preservation initiatives and enhancements.

CONCLUSION:

It is recommended that the City Council discuss the Community Preservation efforts and provide any direction to staff, as necessary.

ATTACHMENTS:

A. Help keep San Fernando Beautiful & Safe Postcard
B. Residential Inspection Upon Resale, Brochure, Application and Checklist

THE CITY OF SAN FERNANDO

Help keep San Fernando Beautiful & Safe

THESE CONDITIONS ARE VIOLATIONS OF SAN FERNANDO MUNICIPAL CODE

- Trash, remnants of household items, or bulky items in the public right-of-way
- Abandoned, wrecked, or inoperable vehicle visible to the public
- Commercial vehicles parked in residential areas and visible to the public
- Overgrown vegetation and dead vegetation/ trees
- Clothes lines or drying of clothes visible to the public
- Trash cans visible to the public
- Unsightly or dilapidated fences and/or walls
- Canopies and car tents visible to the public

§70-72, §70-75, §90-391, §90-818, §106-1143

If any of these conditions exist on your property, please remove them immediately. If you see these conditions in your neighborhood or before beginning construction on your property, contact:
CommunityDevelopment@sfcity.org or (818) 898-1227

Schedule bulky item pick-up (2 free pick-ups per year):
Republic Services (800) 299-4898

SFCITY.ORG/Community-Development | (818) 898-1227 | CommunityDevelopment@sfcity.org |

LA CIUDAD DE SAN FERNANDO

Ayude a mantener a San Fernando Bello y Seguro

LOCAL POSTAL CUSTOMER

PRSRT STD
ECRWSS
U.S. POSTAGE
PAID
EDDM RETAIL

ESTAS CONDICIONES SON VIOLACIONES DEL CÓDIGO MUNICIPAL DE SAN FERNANDO

- Basura, restos de artículos caseros, o artículos grandes en la vía pública
- Vehículo abandonado, chocado o inoperable visible al público
- Vehículos comerciales estacionados en áreas residenciales y visibles al público
- Vegetación descuidada y vegetación/árboles muertos
- Tendederos o secar ropa visible al público
- Botes de basura visible al público
- Bardas y/o paredes antiestéticas o arruinadas
- Toldos y carpas de automóviles visibles al público

§70-72, §70-75, §90-391, §90-818, §106-1143

Si algunas de estas condiciones existen en su propiedad, por favor de removerlas inmediatamente. Si ve estas condiciones en su vecindario o antes de comenzar construcción en su propiedad, contacte:
CommunityDevelopment@sfcity.org or (818) 898-1227

Programe recogida de artículos grandes (2 viajes al año gratuitos):
Republic Services (800) 299-4898

SFCITY.ORG/Community-Development | (818) 898-1227 | CommunityDevelopment@sfcity.org |

(continued) and after paying a re-inspection, and after paying a re-inspection, shall issue a certificate of compliance if he or she determines that previously identified un-permitted construction, violations of the housing and property maintenance standards have been corrected and the required equipment, materials, devices, safety measures and/or maintenance have installed or provided as required by the city regulations.

Certificate of compliance required

A certificate of compliance shall be obtained by an owner of a residential property for sale no sooner than six (6) months prior to sale of the residential property, or no later than six (6) months after the sale of the residential property, unless the period to obtain such certificate is extended for good cause by the building official.

Residential Property Pre-Sale Inspection and Report Program fees are as follows:

Violation and city code enforcement

Failure to comply with the program as it relates to violations of the city code is a misdemeanor and shall be punishable as set forth in San Fernando City Code Section 1-30.

Disclosure

The preparation and delivery of a pre-sale report or the certificate of compliance shall not impose any liability upon the city for any errors or emissions contained in the pre-sale report or certificate of compliance, nor shall the city bear any liability not otherwise imposed by law.

Housing & Inspection Services

City of San Fernando
Building & Safety Division
(818) 898-1227
fvillalva@sfcity.org

City of San Fernando Water Division
New Account
117 Macneil Street
San Fernando, CA 91340
(818) 898-1213

City Of San Fernando License Division
Residential Rental License
(818) 898-1211

Public Works
Emergency 24 Hours Water Shut-Off
(818) 898-1293

Southern California Gas Company
New Account
(800) 228-7377
www.socalgas.com

Edison Company
New Account: (800) 655-4555
Meter Spot: (661) 257-8207
Report a Power Outage (800) 611-1911
www.sce.com

Los Angeles County Tax Assessor
13800 Balboa Blvd
Sylmar, CA 91342
(818) 833-6000
www. assessor.lacounty.gov

Contractors State License Board
1(800) 321-2752
www.cslb.ca.gov

ATTACHMENT "B"

THE CITY OF SAN FERNANDO

Residential Property Pre-Sale Inspection And Report Program

Community Development Department
117 Macneil Street
San Fernando, CA 91340-2993

(818) 898-1227
(818) 898-7329 Fax
www.sfcity.org

Pre-Sale Inspection

The City of San Fernando has adopted the residential Property Pre-sale Inspection and Report Program (:the Program") in order to protect purchasers of residential real property within the city that may be unaware of any un-permitted construction or other unlawful conditions at the property they are considering buying.

Pre-sale report required

Prior to the sale or exchange of any residential property, the owner, or his or her authorized agent, shall apply for and obtain a pre-sale report on the residential property from the city's building official.

The building official shall review city records for the residential property and conduct an inspection of the exterior and interior of the residential property for compliance with city housing and property maintenance standards.

The owner, or his or her authorized agent shall provide the building official with access to the residential structure or dwelling units within (10) working days of the building official's written request. The owner or his authorized agent shall also provide notice of the inspection to all tenants in accordance with state law. The building official shall provide written notification to the property owner or his or her authorized agent if additional inspections are required by other city departments and/or other agencies exercising jurisdiction in the city for compliance with housing and property maintenance standards.

Preparation and Content of Pre-sale Report

Within (20) business days of the inspection, the building official issue a written pre-sale report to the owner or the owner's authorized agent. The report shall contain the following information, and shall be valid for six (6) months from the date of issuance:

- The property address and legal description of the property;
- The zone classification of the property;
- The number of permitted dwelling units on the property;
- The number of permitted bedrooms in each dwelling unit or guesthouse on the property;
- A summary of all building and technical permits issued, the date of issuance, and the date of final approval for each permit;
- A summary of variances, use permits, or other pertinent legislative acts of record concerning the property;
- Identification of any un-permitted construction;
- A list of violations of the housing and property maintenance standards observed at the residential property during the inspection; and
- Identification of any maintenance issues and equipment, materials, devices, safety measures that are not installed or provided as required by city regulations.

Delivery of pre-sale report

After receiving the pre-sale report and prior to the sale or exchange of the residential property, the owner, or his or her authorized agent, shall deliver the pre-sale report to the buyer or transferee, or to his or her real estate agent, escrow company, or other authorized agent. Without exception, the buyer, or his or her authorized agent, shall execute a "receipt of pre-sale report" on a form approved by the city, and said receipt shall be delivered to the building official within ten (10) business days from the date of execution of the receipt.

Certificate of Compliance

A Certificate of Compliance shall be issued with the pre-sale report if the building official has determined based upon his or her review of the city records for the residential property and the findings of the inspection of the residential property that:

(1) No un-permitted construction is present on the property;

(2) No violations of the housing and property maintenance standards were observed at the property; and

(3) The following equipment, materials, devices, safety measures and/or maintenance are installed or provided for at the residential property subject to approval by the building official:

- *Smoke and carbon monoxide alarms.* Smoke alarms are mounted on the ceiling or wall of each existing room used for sleeping purposes and at a point centrally located on the wall or ceiling of the existing corridor or area giving access to such room. Where a dwelling unit has more than one story or where a dwelling unit has a basement, a smoke alarm is installed on each story or basement, all in a manner consistent with the California Health and Safety Code and Building Code.

- *Earthquake safety.* Earthquake-actuated gas shut-off valves are installed in dwellings containing fuel gas piping and water heater tanks are secured with seismic safety restraints, all in a manner consistent with the plumbing code.
- *Ground-fault circuit-interrupter (G.F.C.I.).* All ground fault circuit receptacles have been inspected, repaired as needed, and /or installed in place of non-G.F.C.I. receptacles located in rooms with sinks or tubs or showers, all in a manner consistent with the electrical code.
- *Pool safety.* Swimming pools and spas are fully enclosed by a fence of at least five feet (5') in height with self-closing and self-latching gates, and every pool and spa drain inlet is equipped with a drain inlet safety cover.
- *Impact safety glazing.* Panes of glazing are resistant to breaking or shattering upon impact where installed in hazardous locations as specified in the building code, including but not limited to glass in swinging doors and in sliding-door assemblies and glass enclosure of tubs and showers.

If a certificate of compliance is not issued with the pre-sale report, the owner or his authorized agent, after correcting any un-permitted construction or other code violations and installing or providing the equipment, materials, devices, safety measures and/or maintenance noted above,

THE CITY OF SAN FERNANDO

FEE: $276

RESIDENTIAL INSPECTION UPON RESALE APPLICATION

APPLICANT AND PROPERTY INFORMATION

DATE SUBMITTED	REAL ESTATE AGENT ☐ YES ☐ NO	TYPE OF PROPERTY ☐ SINGLE FAMILY ☐ MULTI-FAMILY UNITS ☐ DUPLEX ☐ MIX USE

PROPERTY OWNER NAME	PHONE NO.

PROPERTY OWNER ADDRESS	CITY	ZIP CODE

PROPERTY FOR SALE ADDRESS

EXISTING HOUSE SQ. FT.	NO. OF BEDROOMS	NO. OF BATHS	NO. OF STORIES
OCCUPANCY	ZONING	USE	

AGENT INFORMATION

AGENT NAME	PHONE NO.	
AGENT ADDRESS	CITY	ZIP CODE
AGENT EMAIL ADDRESS	LICENSE NO.	

CONTRACTOR INFORMATION

CONTRACTOR NAME	PHONE NO.	
COMPANY NAME	STATE LICENSE NO.	CLASS
COMPANY ADDRESS	CITY	ZIP CODE

INSPECTION RESULTS TRANSMISSION *Check One*

☐ MAIL	ADDRESS	CITY	ZIP CODE
☐ EMAIL	EMAIL ADDRESS		

COMMENTS

THE CITY OF SAN FERNANDO

RESIDENTIAL INSPECTION UPON RESALE CHECKLIST

SUBMIT PRE-INSPECTION APPLICATION	DATE(S)
Fee paid	
Within ten (10) days, conduct pre-inspection	
Date of inspection	
Copy of all permits on file	
Copy of variances, use permits, other legislative acts of record	
Copy of code enforcement violations or pending cases	
PRE-INSPECTION	**DATE(S)**
Pre-inspection conducted on	
Property photographed on	
Copy of pre-inspection report filed	
Copy of pre-inspection report mailed to owner or agent	
Receipt of pre-inspection report issued to owner or agent	
PRE-INSPECTION REPORT	**DATE(S)**
Code violations exist ☐ Yes ☐ No	
Garage converted to habitable space (building code definition) ☐ Yes ☐ No	
Addition to dwelling without permits ☐ Yes ☐ No	
Dwelling remodel or new construction without permits ☐ Yes ☐ No	
Return of signed receipt pre-inspection report and filed	
SECOND INSPECTION	**DATE(S)**
All code violations removed ☐ Yes ☐ No	
All equipment, materials, devices, safety measures and maintenance installed ☐ Yes ☐ No	
CERTIFICATE OF COMPLIANCE	**DATE(S)**
Copy of certificate of compliance filed	
Copy of certificate of compliance mailed to owner or agent	
Expiration date	
FILE COMPLETE	

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

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

Date: August 21, 2023

Subject: Consideration to Designate a Voting Delegate and Alternate(s) for the 2023 League of California Cities Annual Conference

RECOMMENDATION:

It is recommended that the City Council:

a. Designate a voting Delegate for the League of California Cities ("League") 2023 Annual Conference and Expo (Attachment "A");

b. Designate up to two Alternate Voting Delegate(s) who may vote in the event that the designated Delegate is unable to serve in that capacity; and

c. Authorize the City Clerk to execute and submit the 2023 Annual Conference Voting Delegate/Alternate Form to the League (Exhibit "A" of Attachment "A") by Monday, August 28, 2023.

BACKGROUND:

1. The League of California Cities 2023 Annual Conference is scheduled for September 20-22, 2023, in Sacramento, California at the Sacramento SAFE Credit Union Convention Center. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly) on Friday, September 22, 2023; at this meeting, the League of California Cities membership considers and takes action on resolutions that establish League of California Cities policy. In order to vote on behalf of the City of San Fernando at the Annual Business Meeting, the City Council must designate a Voting Delegate and may also appoint up to two Alternate Voting Delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity.

2. On January 3, 2023, the City Council approved appointments to the San Fernando City Council Liaison Assignments, which included appointing Vice Mayor Mary Mendoza as the City Council Liaison and Mayor Celeste Rodriguez as the Alternate Liaison to the League of

California Cities. The voting delegates for the General Assembly can be different from the Liaison Assignments.

3. On July 12, 2023, the City Clerk received a request from the League of California Cities (Attachment "A") for the City Council to take action by August 28, 2023 and designate a Voting Delegate and up to two Alternate(s) (Exhibit "A" of Attachment "A") for the 2023 Annual Conference and Expo being held at the Sacramento SAFE Credit Union Convention Center in Sacramento, on September 20-22, 2023.

ANALYSIS:

The League of California Cities is an organization that represents the interests of cities in California and provides a platform for collaboration, advocacy, and sharing of best practices among its member cities. The annual membership meeting is a crucial event where representatives from member cities come together to make decisions, share insights, and participate in the democratic processes of the organization. Member cities voting during the League of California Cities' annual membership meeting is a critical mechanism for democratic decision-making, representation, and collaboration among cities in the state. It ensures that the organization's actions and priorities align with the needs and preferences of its diverse member base, ultimately contributing to the well-being and development of cities across California.

Each member city has a right to cast one vote on matters pertaining to League of California Cities policy. In order to vote at the Annual Business Meeting, the City Council must designate a Voting Delegate, and may also appoint up to two alternate Voting Delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Consistent with League of California Cities bylaws, the City's Voting Delegate (and up to two Alternate Voting Delegates) must be designated by the City Council via either resolution or by City Council action; Voting Delegates may not be appointed by individual action of the Mayor or City Manager/Administrator alone.

The Voting Delegate and Alternate(s) are required to register to attend the conference. However, they do not need to register for the entire conference; instead, they may register solely for the General Assembly Meeting on Friday, September 22, 2023. A Voting Delegate Card will be issued, which can be freely transferred between the Voting Delegate and the Alternate(s); however, it may not be transferred to another city official.

The Voting Delegate(s) do not need to be an elected official. An appointed official (i.e. city staff member) may serve as a Voting Delegate. The City Manager is registered and plans to attend the 2023 League of California Cities Annual Conference.

BUDGET IMPACT:

The cost to attend the 2023 League of Cities Annual Conference is included in the Fiscal Year 2023-2024 Adopted Budget. The act of designating a Voting Delegate and Alternate(s) will not impact the budget.

CONCLUSION:

Staff recommends that the City Council appoint a Voting Delegate and up to two (2) Alternates so that the City may participate in and benefit from the development of League of California Cities policy.

ATTACHMENT:

A. League of California Cities 2023 Annual Conference Designation of Voting Delegate/Alternates, including:
   Exhibit A: 2023 Annual Conference Voting Delegate/Alternate Form

ATTACHMENT "A"

LEAGUE OF CALIFORNIA CITIES

RECEIVED
2023 JUL 12 P 6:37
CITY OF SAN FERNANDO
CITY CLERK

Council Action Advised by August 28, 2023

DATE: Wednesday, June 21, 2023

TO: Mayors, Council Members, City Clerks, and City Managers

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference and Expo, Sept. 20-22, 2023, Sacramento SAFE Credit Union Convention Center

Every year, the League of California Cities convenes a member-driven General Assembly at the Cal Cities Annual Conference and Expo. The General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policy.

Taking place on Sept. 22, the General Assembly is comprised of voting delegates appointed by each member city; every city has one voting delegate. Your appointed voting delegate plays an important role during the General Assembly by representing your city and voting on resolutions.

To cast a vote during the General Assembly, your city must designate a voting delegate and up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity. Voting delegates may either be an elected or appointed official.

Please complete the attached voting delegate form and email it to Cal Cities office no later than Monday, August 28.

New this year, we will host a pre-conference information session for voting delegates to explain their role. Submitting your voting delegate form by the deadline will allow us time to establish voting delegate/alternate records prior to the conference and provide pre-conference communications with voting delegates.

Please view Cal Cities' event and meeting policy in advance of the conference.

Action by Council Required. Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council.

Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

LEAGUE OF CALIFORNIA CITIES

Conference Registration Required. The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration is open on the Cal Cities website.

For a city to cast a vote, one voter must be present at the General Assembly and in possession of the voting delegate card and voting tool. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the voting delegate desk. This will enable them to receive the special sticker on their name badges that will admit the voting delegate into the voting area during the General Assembly.

Transferring Voting Card to Non-Designated Individuals Not Allowed. The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the General Assembly, they may *not* transfer the voting card to another city official.

Seating Protocol during General Assembly. At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

The voting delegate desk, located in the conference registration area of the SAFE Credit Union Convention Center in Sacramento, will be open at the following times: Wednesday, Sept. 20, 8:00 a.m.- 6:00 p.m. and Thursday, Sept. 21, 7:30 a.m.- 4:00 p.m. On Friday, Sept. 22, the voting delegate desk will be open at the General Assembly, starting at 7:30 a.m., but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to Cal Cities office by Monday, Aug. 28. If you have questions, please contact Zach Seals at zseals@calcities.org.

Attachments:

- General Assembly Voting Guidelines
- Voting Delegate/Alternate Form
- Information Sheet: Cal Cities Resolutions and the General Assembly

LEAGUE OF CALIFORNIA CITIES

How it works: Cal Cities Resolutions and the General Assembly

Developing League of California Cities policy is a dynamic process that engages a wide range of members to ensure that we are representing California cities with one voice. These policies directly guide Cal Cities advocacy to promote local decision-making, and lobby against statewide policy that erodes local control.

The resolutions process and General Assembly is one way that city officials can directly participate in the development of Cal Cities policy. If a resolution is approved at the General Assembly, it becomes official Cal Cities policy. Here's how Resolutions and the General Assembly works.

Prior to the Annual Conference and Expo

General Resolutions

Sixty days before the Annual Conference and Expo, Cal Cities members may submit policy proposals on issues of importance to cities. The resolution must have the concurrence of at least five additional member cities or individual members.

Policy Committees

The Cal Cities President assigns general resolutions to policy committees where members review, debate, and recommend positions for each policy proposal. Recommendations are forwarded to the Resolutions Committee.

During the Annual Conference and Expo

Petitioned Resolutions

The petitioned resolution is an alternate method to introduce policy proposals during the annual conference. The petition must be signed by voting delegates from 10% of member cities, and submitted to the Cal Cities President at least 24 hours before the beginning of the General Assembly.

Resolutions Committee

The Resolutions Committee considers all resolutions. General Resolutions approved[1] by either a policy committee or the Resolutions Committee are next considered by the General Assembly. General resolutions not approved, or referred for further study by both a policy committee and the Resolutions Committee do not go the General Assembly. All Petitioned Resolutions are considered by the General Assembly, unless disqualified.[2]

General Assembly

During the General Assembly, voting delegates debate and consider general and petitioned resolutions forwarded by the Resolutions Committee. Potential Cal Cities bylaws amendments are also considered at this meeting.

What's new in 2023?

- Voting delegates will receive increased communications to prepare them for their role during the General Assembly.
- The General Assembly will take place earlier to allow more time for debate and discussion.
- Improvements to the General Assembly process will make it easier for voting delegates to discuss and debate resolutions.

Who's who

Cal Cities policy development is a member-informed process, grounded in the voices and experiences of city officials throughout the state.

The **Resolutions Committee** includes representatives from each Cal Cities diversity caucus, regional division, municipal department, policy committee, as well as individuals appointed by the Cal Cities president.

Voting delegates are appointed by each member city; every city has one voting delegate.

The **General Assembly** is a meeting of the collective body of all voting delegates — one from every member city.

Seven **Policy Committees** meet throughout the year to review and recommend positions to take on bills and regulatory proposals. Policy committees include members from each Cal Cities diversity caucus, regional division, municipal department, as well as individuals appointed by the Cal Cities president.

[1] The Resolution Committee can amend a general resolution prior to sending it to the General Assembly.
[2] Petitioned Resolutions may be disqualified by the Resolutions Committee according to Cal Cities Bylaws Article VI. Sec. 5(f).

For more information visit www.calcities.org/general-assembly

ATTACHMENT "A"
EXHIBIT "A"

LEAGUE OF CALIFORNIA CITIES

CITY: **SAN FERNANDO**

2023 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to Cal Cities office by Monday, August 28, 2023. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

To vote at the General Assembly, voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the General Assembly. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the voting delegate desk.

1. VOTING DELEGATE

Name: _____ Email: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

Email: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

Email: _____

ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: **Julia Fritz** Email: **jfritz@sfcity.org**

City Clerk: _____ Date: _____ Phone: **818-898-1204**
(circle one) (signature)

Please complete and email this form to votingdelegates@calcities.org by Monday, August 28, 2023.

LEAGUE OF CALIFORNIA CITIES

General Assembly Voting Guidelines

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.

2. **Designating a City Voting Representative.** Prior to the Cal Cities Annual Conference and Expo, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the voting delegate form provided to the Cal Cities Credentials Committee.

3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the voting delegate desk in the conference registration area. Voting delegates and alternates must sign in at the voting delegate desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the General Assembly.

4. **Signing Initiated Resolution Petitions**. Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the credentials committee at the voting delegate desk, may sign petitions to initiate a resolution.

5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and voting tool; and be registered with the credentials committee. The voting card may be transferred freely between the voting delegate and alternates but may not be transferred to another city official who is neither a voting delegate nor alternate.

6. **Voting Area at General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

7. **Resolving Disputes**. In case of dispute, the credentials committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the General Assembly.

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Councilmember Mary Solorio

Date: August 21, 2023

Subject: Consideration to Appoint a Transportation and Public Safety Commissioner

RECOMMENDATION:

I have requested to place on the agenda (Attachment "A") for the City Council to approve Zoe Rodriguez (Exhibit "A" of Attachment "A") be appointed as my representative to the Transportation and Public Safety Commission.

BACKGROUND/ANALYSIS:

1. Pursuant to the City's Code (Attachment "B"), each Councilmember may appoint one Commissioner to each Commission (i.e., Planning and Preservation Commission; Parks, Wellness, and Recreation Commission; Transportation and Public Safety Commission; and Education Commission), with such appointment to be ratified by the full City Council. For appointment consideration, interested residents must submit an application to the nominating City Councilmember, at which time the proposed appointment considered by the City Council to approve and ratify.

2. On July 5, 2023, the Public Works Department received notice that Commissioner Ivan Gonzalez resigned from the Transportation and Public Safety Commission ("Commission"), which resulted in an unscheduled vacancy. Commissioner Gonzalez served on the Commission since February 1, 2023.

3. On July 12, 2023, the City Clerk posted an Unscheduled Vacancy Notice (Attachment "C"), pursuant to Government Code Section 54974 that states: *"Final appointment to the board commission or committee shall not be made by the legislative body for at least 10 working days after the posting of the notice in the clerk's office."*

4. On July 15, 2023, Zoe Rodriguez submitted an application (Exhibit "A" of Attachment "A") seeking consideration as my representative to be appointed to the Transportation and Public Safety Commission to fill the unscheduled vacancy.

BUDGET IMPACT:

The City pays each Commissioner $100 for attendance at up to one (1) meeting per month. A total of $1,200 per commissioner is appropriated in each responsible Department's budget. Sufficient funds are included in the Fiscal Year 2023-2024 Adopted Budget.

CONCLUSION:

I recommend that Zoe Rodriguez be appointed as my representative to the Transportation and Public Safety Commission to fill the unscheduled vacancy due to the resignation of Commissioner Ivan Gonzalez on July 5, 2023.

ATTACHMENTS:

A. Request to Agendize an Item for City Council Discussion/Consideration, including:
   Exhibit A: Commissioner Application
B. City Code
C. Unscheduled Vacancy Notice

ATTACHMENT "A"

THE CITY OF SAN FERNANDO

REQUEST TO AGENDIZE AN ITEM FOR CITY COUNCIL DISCUSSION/CONSIDERATION

CITY COUNCILMEMBER INFORMATION

NAME	TITLE
Mary Solorio	Councilmember

ITEM INFORMATION

SUBJECT *Title of the item you are requesting to be agendized.*

Consideration to Appoint a Transportation and Public Safety Commissioner

PRIORITIES *Is this included in the current FY priorities?*	BUDGET *Is this a budgeted item?*	FISCAL IMPACT *Is there a fiscal impact? If yes, indicate amount.*
☑ Yes ☐ No	☑ Yes ☐ No	☑ Yes ☐ No

BACKGROUND/ANALYSIS *Provide the reason you are requesting this item be agendized.*

Ivan Gonzalez vacated position July 2023. Appointin New Commisioner ZOE Rodriguez AS OF August 2023.

ATTACHMENTS *Do you have any attachments to include?*

☑ Yes ☐ No

RECOMMENDATION *Indicate the direction you are recommending.*

I Recommend that the MAYOR & City council ADDOINT ZOE Rodrguez TO the TRASPORTATION and SAFETY Commission.

THE CITY OF SAN FERNANDO

EXHIBIT "A" TO ATTACHMENT"A"
RECOMMENDED BY CITY COUNCILMEMBER:
_____

APPLICATION TO SERVE ON A CITY COMMISSION

This is a public document. To assist the City Council in evaluating each applicant in the selection of Commission Members, please provide as complete of a response as possible to all questions.

APPLICANT INFORMATION

NAME		PHONE NO.
Zoe Rodriguez		
RESIDENCE ADDRESS	CITY & STATE	ZIP CODE
	San Fernando, CA	91340
MAILING ADDRESS *If different than above*	CITY & STATE	ZIP CODE
	San Fernando, CA	91340

EMAIL ADDRESS *Business or personal to be used for Commission activity*

EMPLOYER	POSITION	
Arup	Transportation Planning Intern	
BUSINESS ADDRESS	CITY & STATE	ZIP CODE

BUSINESS PHONE

ARE YOU A REGISTERED VOTER OF THE CITY OF SAN FERNANDO?
☑ YES ☐ NO

DO YOU OWN PROPERTY IN THE CITY OF SAN FERNANDO? *If yes, please list the address(es)*
☐ YES ☑ NO

DO YOU OWN OR OPERATE A BUSINESS IN SAN FERNANDO? *If yes, please state the name and nature of the business*
☐ YES ☑ NO

MEMBER COMMITMENT

I am willing to fulfill all requirements of a City Commissioner, including but not limited to:

- As Planning and Preservation Commissioner, I am willing to file financial disclosure statements (Form 700), a public record, as required by the State and the City's Conflict of Interest Code.
- I understand that absence from three consecutive regular meetings shall be deemed to constitute my retirement.
- I am willing to attend/complete the required two hours of State mandated AB1234 Ethics Training every two years.

Please also attach and submit a brief bio statement to this application.

I agree to all requirements mentioned above and have provided all correct and truthful information in this application.

APPLICANT SIGNATURE	DATE
Zoe Rodriguez	7/15/23

THE CITY OF SAN FERNANDO

APPLICATION TO SERVE ON A CITY COMMISSION

COMMISSION APPLICATION CHOICE(S) *Please indicate which Commission you are interested in*

☐ **EDUCATION COMMISSION** *Must be at least 18 years old and a registered voter of the City of San Fernando*

What is your understanding of the duties as a member of the Education Commission?

☐ **PARKS, WELLNESS, AND RECREATION COMMISSION** *Must be at least 18 years old and a registered voter of the City of San Fernando*

What is your understanding of the duties as a member of the Parks, Wellness, and Recreation Commission?

☐ **PLANNING AND PRESERVATION COMMISSION** *Must be at least 18 years old and a registered voter of the City of San Fernando*

What is your understanding of the duties as a member of the Planning and Preservation Commission?

☑ **TRANSPORTATION AND SAFETY COMMISSION** *Must be at least 18 years old and a registered voter of the City of San Fernando*

What is your understanding of the duties as a member of the Transportation and Safety Commission?

A member of the Transportation and Safety Comminsion should bring personal expertise, whether that be expertise in the Transportation field or expertise as a resident of San Fernando to present and work to solve Transportation-related issues in the city. For me, that would mean my expertise from my schooling in civil engineering, professional expertise in transportation planning, and personal experience as a life-long San Fernando resident.

PLEASE ATTACH AND SUBMIT A BRIEF BIO STATEMENT TO THIS APPLICATION

Zoe Rodriguez Bio

Currently pursuing a Master's degree in Transportation Engineering at USC, Zoe Rodriguez is a life-long San Fernando resident. Having just graduated with a degree in civil engineering from USC, she has explored areas of study from seismic design to water system engineering. In her work experiences in the City of San Fernando's own Planning Department and the Transportation Planning team at Arup, she has been able to specify and develop her understanding of city planning, transportation policy, and, her particular interest, equitable access to transit.

DIVISION 2. TRANSPORTATION AND PUBLIC SAFETY COMMISSION[1]

Sec. 90-71. Established; composition; appointment and compensation of members; officers.

(a) There is established a transportation and public safety commission of five members to be appointed by a different appointing councilperson, with such appointment to be ratified by the city council. Each member shall have full participation and voting rights. Each member shall also be a registered voter and city resident. Such members so appointed shall be persons who do not hold any office or position with the city. The terms of office of each member shall be one year.

(b) The members shall organize the transportation and public safety commission and shall elect a chair and vice-chair. In the absence of the chair and vice-chair, any other member shall call the commission to order, whereupon a chair shall be elected from the members present to preside for that meeting.

(Code 1957, § 13.25; Ord. No. 1586, § 6, 3-16-2009; Ord. No. 1709 , § 2, 4-18-2022)

Sec. 90-72. Duties generally.

It shall be the duty of the transportation and public safety commission to:

(1) Suggest the most practicable means for coordinating the activities of all city officers and agencies having authority with respect to the administration or enforcement of traffic regulations;

(2) Stimulate and assist in the preparation and publication of transportation safety and traffic reports;

(3) Receive complaints having to do with traffic matters; and

(4) Recommend to the city council, the chief of the traffic division and other city officials ways and means for improving traffic conditions and the administration and enforcement of transportation safety and traffic regulations.

(5) The transportation and public safety commission shall act solely as an advisory board to the city council and an advocate for public safety and traffic services with respect to matters relating to public safety, including understanding police and fire operations, crime prevention, emergency preparedness, traffic and transportation, and any other matters which may be assigned to it from time to time by the city council, and shall study and make recommendations as to such matters directly to the city council in an advisory capacity. Unless expressly authorized by the city council, the commission shall not represent itself to be acting for or on behalf of the city council, nor shall it commit the officers, employees, or staff of the city in any manner or to any course of action. To the contrary, the commission shall act as a study center and clearinghouse for advisory action to the city council. The commission shall have no authority or jurisdiction to make, recommend, or approve any action with regard to public safety personnel actions or investigations.

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[1]Editor's note(s)—Ord. No. 1709 , § 3, adopted April 18, 2022, amended the title of Div. 2 from "Transportation and Safety Commission" to "Transportation and Public Safety Commission," as set out herein.

Cross reference(s)—Boards, commissions, committees, agencies and authorities, § 2-401 et seq.

(Code 1957, § 13.26; Ord. No. 1709 , §§ 2, 4, 4-18-2022)

Sec. 90-73. Meetings generally.

The members of the transportation and public safety commission shall meet at such time and place as may be fixed by resolution and may hold such other meetings as from time to time may be called in the form and manner required by law.

(Code 1957, § 13.26.1; Ord. No. 1709 , § 2, 4-18-2022)

Sec. 90-74. Absences from meetings.

(a) Absence from three consecutive regular meetings of the transportation and public safety commission by a member with or without consent of the commission shall be deemed to constitute a retirement of such member, and the office shall become vacant. The vacancy thus created shall thereafter be filled by appointment by the city councilmember so assigned of a successor to fill the unexpired term of office.

(b) Absence from three regular meetings of the commission in a 12-month period by a member without consent of the commission or absence from four regular meetings of the commission within a 12-month period by a member with the consent of the commission shall be deemed to constitute a retirement of such member, and the office shall become vacant. The vacancy thus created shall thereafter be filled by appointment by the city councilmember so assigned of a successor to fill the unexpired term of office.

(Code 1957, § 13.26.2; Ord. No. 1709 , § 2, 4-18-2022)

Sec. 90-75. Compensation.

Each of the members of the transportation and public safety commission shall receive compensation as the city council shall, from time to time, determine and fix by resolution.

(Code 1957, § 13.26.3; Ord. No. 1709 , § 2, 4-18-2022)

Sec. 90-76. Removal of members.

Members of the transportation and public safety commission shall be removed from office as provided in sections 2-35 and 90-74 of this Code.

(Code 1957, § 13.26.4; Ord. No. 1709 , § 2, 4-18-2022)

Secs. 90-77—90-100. Reserved.

THE CITY OF SAN FERNANDO

CITY COUNCIL

MAYOR
CELESTE T. RODRIGUEZ

VICE MAYOR
MARY MENDOZA

COUNCILMEMBER
JOEL FAJARDO

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MARY SOLORIO

UNSCHEDULED VACANCY NOTICE

City of San Fernando
Transportation and Public Safety Commission

The San Fernando City Council is now accepting applications for appointment to the San Fernando Transportation and Public Safety Commission ("Commission") to fill one (1) unscheduled vacancy for the term of office from the date of appointment through December 2023 and shall continue in the position beyond one year until replaced by the appointing City Councilmember or until the member resigns.

Applicants must be at least 18 years old, a registered voter and reside within the City jurisdiction. It is encouraged that applicants be involved or employed in the field of Transportation and Public Safety and culture or related subjects. Commissioners receive a monthly meeting attendance stipend of $100.00.

The Transportation and Public Safety Commission consists of five Commission members. During the Commissions annual reorganization, Commissioners must choose members to serve as Chair and as Vice Chair; and the terms of office shall be for one year or until successors chosen.

City Hall Council Chambers, 117 Macneil Street
Monthly Meetings held on the First Wednesday - Starts at 6:00 p.m.

Applications will be accepted from July 12, 2023 until the unscheduled vacancy is filled. For additional information, please contact Julia Fritz, City Clerk at (818) 898-1204 or via email at cityclerk@sfcity.org.

Dated this 12th day of July 2023
City of San Fernando, California
/s/Julia Fritz, CMC
City Clerk
cc: Councilmember Mary Solorio
Carlos Hernandez, Assistant to the City Manager
Kenneth Jones, Management Analyst

CITY CLERK DEPARTMENT

117 MACNEIL STREET
SAN FERNANDO
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