

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 TUESDAY, SEPTEMBER 5, 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 DURING 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: (818) 898-1200 extension 535

REPORT OUT FROM CLOSED SESSION

CALL TO ORDER

ROLL CALL

Staff Contact Nick Kimball, City Manager

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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
- C. PRESENTATION OF A CERTIFICATE OF PROCLAMATION DECLARING SEPTEMBER AS NATIONAL HISPANIC HERITAGE MONTH

DECORUM AND ORDER

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

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.

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

Members of the public may provide a **live public comment by calling in between 6:00 p.m. and 6:15 p.m. CALL-IN INFORMATION: Telephone Number: (818) 898-1200 extension 535**

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. August 21, 2023 – Regular

2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER

Recommend that the City Council adopt Resolution No. 23-091 approving the Warrant Register.

3) 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 City Manager Nick Kimball as voting Delegate for the League of California Cities 2023 Annual Conference and Expo;
- b. Authorize the City Clerk to execute and submit the 2023 Annual Conference Voting Delegate/Alternate Form to the League by Monday, August 28, 2023.

4) CONSIDERATION TO AWARD A PROFESSIONAL SERVICES AGREEMENT TO A & M CATERING FOR CATERING SERVICES FOR THE CITY'S LAS PALMAS PARK SENIOR CITIZENS CLUB DINNER DANCES

Recommend that the City Council:

- a. Approve a Professional Services Agreement (Contract No. 2195) with A & M Catering, in an amount not to exceed \$50,000, to provide onsite catering at the Senior Club's dinner dances held in Fiscal Year 2023-2024; and
- b. Authorize the City Manager to make non-substantive changes and execute all related documents.

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5) CONSIDERATION TO APPROVE A CONTRACT AMENDMENT WITH FS CONTRACTORS, INC. FOR RESERVOIR NO. 2A/5 SITE IMPROVEMENT PROJECT, JOB NO. 7611, PLAN NO. P-738

Recommend that the City Council:

- a. Approve a contract amendment (Contract No. 2092(b)) and necessary change orders with FS Contractors, Inc.; and
- b. Authorize the City Manager to execute the contract amendment and the change orders.

ADMINISTRATIVE REPORTS

6) CONSIDERATION TO ADOPT A RESOLUTION RENAMING THE PACOIMA WASH NATURAL PARK TO CINDY MONTAÑEZ NATURAL PARK LOCATED AT 801 EIGHTH STREET, IN HONOR OF HER ACHIEVEMENTS, DEDICATION AND CONTRIBUTIONS TO THE COMMUNITY

Recommend that the City Council:

- a. Adopt Resolution No. 8259 approving renaming the Pacoima Wash Natural Park to Cindy Montañez Natural Park Located at 801 Eighth Street; and
- b. Provide additional direction to staff, as appropriate.

7) 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.

8) CONSIDERATION TO APPROVE A CONCEPTUAL DESIGN FOR THE LAS PALMAS PARK REVITALIZATION PROJECT

Recommend that the City Council:

- a. Approve the conceptual design of the Las Palmas Park Revitalization Project and authorize RJM Design Group, Inc. to start developing bid documents for the construction of the project; and
- b. Authorize staff to prepare and release a Notice Inviting Bids and Request for Proposals for the construction of the Las Palmas Revitalization Project; and
- c. Provide staff with direction as appropriate

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9) CONSIDERATION AND DISCUSSION REGARDING IMPLEMENTATION OF THE HOMELESS ACTION PLAN AND THE PROPOSED HOMELESSNESS TOWN HALL

Recommend that the City Council:

- a. Receive an update regarding implementation of the Homeless Action Plan;
- b. Discuss the proposed Homelessness Town Hall; and
- c. Provide direction to staff, as applicable.

10) CONSIDERATION AND DISCUSSION REGARDING THE CITY'S COMMUNITY PRESERVATION EFFORTS

Recommend that the City Council:

- a. Discuss the City's Community Preservation efforts; and
- b. Provide direction to staff, as applicable.

11) 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 (5:30 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.

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**CITY OF SAN FERNANDO
CITY COUNCIL MINUTES**

**AUGUST 21, 2023 – 6:00 P.M.
REGULAR MEETING**

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

CALL TO ORDER/ROLL CALL

Mayor Celeste Rodriguez called the meeting to order at 6:01 p.m.

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

Staff: City Manager Nick Kimball, Assistant City Attorney Richard Padilla, Police Chief Fabian Valdez, Deputy City Manager/Economic Development Kanika Kith, Director of Finance Erica Melton, and City Clerk Julia Fritz

Absent: Councilmember Cindy Montañez

TELECONFERENCING REQUESTS/DISCLOSURE

No requests considered.

PLEDGE OF ALLEGIANCE

Led by City Clerk Julia Fritz

APPROVAL OF AGENDA

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

PUBLIC STATEMENTS

Liana Stepanyan, San Fernando Library Manager submitted updates on the library's services, programs and resources.

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MINUTES – Regular Meeting August 21, 2023

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CONSENT CALENDAR

Motion by Councilmember Fajardo, seconded by Councilmember Solorio to approve 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
- 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
- 4) CONSIDERATION TO ADOPT A RESOLUTION APPOINTING THE CITY’S ALTERNATE AND SUBSTITUTE ALTERNATE REPRESENTATIVES TO 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
- 6) CONSIDERATION TO APPROVE AN AMENDMENT TO CONTRACT NO. 2045 WITH WILL DAN ENGINEERING FOR NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM CONSULTING SERVICES
- 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
- 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

The motion carried, unanimously.

Mayor Rodriguez stated that the remaining items under Administrative Reports Nos. 9, 10, 11 and 12 would be heard at a special meeting on Monday, August 28, 2023 at 6:00 p.m.

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.

SAN FERNANDO CITY COUNCIL

MINUTES – Regular Meeting August 21, 2023

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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.

GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES

Mayor Rodriguez expressed sincere appreciation for the outstanding efforts of city staff in effectively managing the impacts of Hurricane Hilary on our community.

ADJOURNMENT (6:06)

Mayor Rodriguez adjourned the meeting to an adjourned special meeting to be held on Monday, August 28, 2023 at 6:00 p.m.

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

Julia Fritz, CMC
City Clerk

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

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

Date: September 5, 2023

Subject: Consideration to Adopt a Resolution Approving the Warrant Register

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 23-091 (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. 23-091, including:
Exhibit A: Payment Demands/Voucher List

RESOLUTION NO. 23-091

**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. 23-091**

**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 5th day of September 2023.

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

ATTEST:

Julia Fritz, City Clerk

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 23-091, 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 5th day of September, 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 September, 2023.

Julia Fritz, City Clerk

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08/30/2023 2:37:51PMVoucher List
CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
232582	9/5/2023	894194 4LEAF, INC	J4163A-R	12999	ON-CALL COMMUNITY PRES. SERVS F 001-152-0000-4270	8,690.00
					Total :	8,690.00
232583	9/5/2023	890104 ABBA TERMITE & PEST CONTROL	54612		BEE REMOVAL-833 HAGAR 001-346-0000-4260	115.00
			54613		BEE REMOVAL-725 DE GARMO 001-346-0000-4260	115.00
					Total :	230.00
232584	9/5/2023	891587 ABLE MAILING INC.	37994	12972	MAILING AND FULFILLMENT SERVICES 072-360-0000-4300	127.05
				12972	070-382-0000-4300	127.06
			37995		WATER ENVELOPE STORAGE-JULY'23 070-382-0000-4300	12.50
					072-360-0000-4300	12.50
					Total :	279.11
232585	9/5/2023	894406 ADVANCE AUTO PARTS	8681320726560		VEHICLE MAINT-WA8095 070-383-0000-4400	99.43
			8681321933951		VEHICLE MAINT-WA4244 070-383-0000-4400	119.58
					Total :	219.01
232586	9/5/2023	894315 AG LAWNMOWER SHOP	0115	12981	SMALL EQUIP. REPAIR (LAWNMOWERS 043-390-0000-4300	144.74
			0116	12981	SMALL EQUIP. REPAIR (LAWNMOWERS 043-390-0000-4300	72.01
			0117	12981	SMALL EQUIP. REPAIR (LAWNMOWERS 070-383-0000-4310	152.12
			0118	12981	SMALL EQUIP. REPAIR (LAWNMOWERS 043-390-0000-4300	412.19
					Total :	781.06
232587	9/5/2023	892271 ALL STAR ELITE SPORTS	3630	12982	SPORTS UNIFORMS & STAFF UNIFORM 017-420-1328-4300	46.81

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
232587	9/5/2023	892271 ALL STAR ELITE SPORTS	(Continued) 3634	12982	SPORTS UNIFORMS & STAFF UNIFORM 017-420-1330-4300	850.73
			3647	12982	SPORTS UNIFORMS & STAFF UNIFORM 017-420-1330-4300	90.48
					Total :	988.02
232588	9/5/2023	893813 ALMANZA, LAURAMARIE C	REIMB.		PRIZES FOR LP PARK SENIOR BINGO 004-2346	64.75
					Total :	64.75
232589	9/5/2023	100143 ALONSO, SERGIO	JULY 2023	12730	MARIACHI MASTER APPRENTICE INST 108-424-3658-4260	2,110.00
				12730	004-2359	200.00
					Total :	2,310.00
232590	9/5/2023	887270 AMERICAN TRANSPORTATION SYSTEM	130804		FINAL-SR TRIP TO MEDIEVAL TIMES 004-2383	635.65
					Total :	635.65
232591	9/5/2023	100165 AMERICAN WATER WORKS, INC.	34904		VEHICLE MAINT-PW8086 029-335-0000-4400	100.00
					Total :	100.00
232592	9/5/2023	100184 ANDERSON TROPHY CO.	720949	12973	SPORTS TROPHY PURCHASE 017-420-1328-4300	2,221.81
					Total :	2,221.81
232593	9/5/2023	102530 AT & T	818-270-2203		PD NETWORK LINE-AUG 2023 001-222-0000-4220	232.87
					Total :	232.87
232594	9/5/2023	893013 AYSON, LEILANI	AUG 2023	12952	INCLUSIVE ZUMBA INSTRUCTOR 017-420-1337-4260	184.50
				12952	026-420-0887-4260	15.00
					Total :	199.50
232595	9/5/2023	889913 BALLIN, SYLVIA	AUG 2023		GLACVCD TRUSTEE MEMBER STIPENDI	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
232595	9/5/2023	889913 BALLIN, SYLVIA	(Continued)		001-190-0000-4111	150.00
					Total :	150.00
232596	9/5/2023	890546 BARAJAS, CRYSTAL	JULY 2023	12868	MARIACHI MASTER APPRENTICE PRG 109-424-3637-4260	680.00
					Total :	680.00
232597	9/5/2023	892784 BARAJAS, MARIA BERENICE	AUG 2023	12953	TOTAL BODY CONDITIONING CLASS IN 017-420-1337-4260	774.00
				12953	026-420-0887-4260	150.00
					Total :	924.00
232598	9/5/2023	894530 BBS NARCOTICS ENFORCEMENT	SFPD-2023-001		REGISTRATION-INFORMANT CLASS 001-224-0000-4360	210.00
					Total :	210.00
232599	9/5/2023	893591 BIOMEDICAL WASTE DISPOSAL	128207		BIOMEDICAL WASTE PICK UP & DISPO 001-222-0000-4260	110.00
					Total :	110.00
232600	9/5/2023	888800 BUSINESS CARD	071723		ANNUAL SUBSCRIPTION 001-105-0000-4260	240.00
			080123		BUSINESS CARDS 001-222-0000-4300	266.42
					001-130-0000-4300	38.05
			080123		POSTS BOOSTS 001-424-0000-4260	230.51
			080423		POSTS BOOSTS 004-2385	250.00
			080723		ADDTL PHONE LINE 001-105-0000-4260	137.98
			081423		USB C CHARGER BLOCKS 001-222-0000-4300	9.91
			081423		WORKING LUNCH-MWD JENSEN WTR 070-381-0000-4370	115.20
			081423		LODGING DEP-EXECUTIVE MANAGEMI	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
232600	9/5/2023	888800 BUSINESS CARD	(Continued)		001-105-0000-4270	2,535.12
			081423-		VIDEO CONFERENCE-JULY'23 121-135-3689-4260	154.90
			081423-2		USB C CABLES & HAND LOTION TREA 001-222-0000-4300	35.65
			081423-2		VIDEO CONF ANNUAL SUBSCRIPTION 121-135-3689-4260	149.90
			081423-3		LIVESCAN CLEANING SUPPLIES 001-222-0000-4300	42.55
			081723		INCREASE STORAGE SPACE 001-140-0000-4300	119.88
			082323		I.D. CARDS 001-106-0000-4300	8.58
			082423		TICKETS FOR SENIOR EVENTS 004-2380	320.64
			082423		REPL WEB PRESENTER EQUIP IN COU 121-135-3689-4500	545.74
			082523		BUSINESS CARDS 001-101-0000-4300	107.79
					Total :	5,308.82
232601	9/5/2023	888800 BUSINESS CARD	081123		THANK YOU CAKES 001-222-0000-4300	84.00
					Total :	84.00
232602	9/5/2023	887810 CALGROVE RENTALS, INC.	174409-1	12947	RENTAL OF GENERATOR & LIGHT TOW 001-424-0000-4300	563.47
					Total :	563.47
232603	9/5/2023	892464 CANON FINANCIAL SERVICES, INC	31030493	12948	LEASE FOR MULTIFUNCTIONAL COPIE 001-135-0000-4260	2,005.79
					Total :	2,005.79
232604	9/5/2023	892465 CANON SOLUTIONS AMERICA, INC.	6005218057	12949	MAINT. FOR MULTIFUNCTIONAL COPIE 001-135-0000-4260	1,264.98

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
232604	9/5/2023	892465 892465 CANON SOLUTIONS AMERICA, INC.	(Continued)			Total : 1,264.98
232605	9/5/2023	103814 CERVANTES, JORGE	TRAVEL-1		PER DIEM-POST SUPERVISORY COUR 001-224-0000-4360	245.00 Total : 245.00
232606	9/5/2023	894010 CHARTER COMMUNICATIONS	0010328080523 0283057080523		CITY HALL CABLE SERVICES-08/05-09// 001-190-0000-4220 LP PARK CABLE SRVS-08/05-09/04 001-420-0000-4260	177.84 270.63 Total : 448.47
232607	9/5/2023	894493 CHUCK THOMAS INVESTIGATIONS	CT23-011.1 CT23-011.2	13000 12994	INTERNAL INVESTIGATIONS 001-112-0000-4270 INTERNAL INVESTIGATIONS SERVICE 001-112-0000-4270	4,700.23 8,161.10 Total : 12,861.33
232608	9/5/2023	894526 CINTAS FIRE PROTECTION	OF19162247		ALARM STROBE REPL-PD 043-390-0000-4330	773.14 Total : 773.14
232609	9/5/2023	103029 CITY OF SAN FERNANDO	5487-5533		REIMB TO WORKER'S COMP ACCT 006-1038	16,951.39 Total : 16,951.39
232610	9/5/2023	100747 COASTLINE EQUIPMENT	1041493		VEHICLE MAINT-PW5213 041-320-0311-4400	251.35 Total : 251.35
232611	9/5/2023	893824 COMPLETE OFFICE	4072381-0		BILL COUNTER 001-130-0000-4300	485.02 Total : 485.02
232612	9/5/2023	100805 COOPER HARDWARE INC.	134570 134710	12986 12986	MISC. SUPPLIES FOR REPAIRS AND Pf 070-383-0000-4310 MISC. SUPPLIES FOR REPAIRS AND Pf 070-384-0000-4310	9.84 20.81

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232612	9/5/2023	100805 COOPER HARDWARE INC.	(Continued) 134776 134780 134871 134890 134935 134948 134950	12986 12986 12986 12986 12986 12986 12986	MISC. SUPPLIES FOR REPAIRS AND Pf 070-384-0000-4310 MISC. SUPPLIES FOR REPAIRS AND Pf 070-384-0000-4310 MISC. SUPPLIES FOR REPAIRS AND Pf 070-384-0000-4310 MISC. SUPPLIES FOR REPAIRS AND Pf 070-384-0000-4310 MISC. SUPPLIES FOR REPAIRS AND Pf 070-383-0000-4310 MISC. SUPPLIES FOR REPAIRS AND Pf 070-383-0000-4310	126.58 12.03 85.17 29.13 79.34 81.54 9.84 Total : 454.28
232613	9/5/2023	894189 CROSBY, MERCY	836414		FACILITY DEP RENTAL REFUND 001-2220	150.00 Total : 150.00
232614	9/5/2023	893114 DE LA PENA, RICHARD	REIMB.		CWEA ASSOC MEMBERSHIP 072-360-0000-4360	221.00 Total : 221.00
232615	9/5/2023	887121 DELL MARKETING L.P.	10692701750	12992	DELL THUNDERBOLT 4 DOCK WD22TB 001-135-0000-4300	1,291.69 Total : 1,291.69
232616	9/5/2023	894082 ELIAS, LILIA LETICIA	SEPT 2023		SENIOR DANCE CLEAN UP SERVICE-0 004-2380	208.00 Total : 208.00
232617	9/5/2023	101147 FEDEX	8-220-85821		COURIER SERVICES 001-190-0000-4280	75.04 Total : 75.04

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232618	9/5/2023	888565 FERNANDENO TATAVIAM	REPL-229192		RPL STL DTD CK-CIF:RUDY ORTEGA SI 053-2140	2,500.00
					Total :	2,500.00
232619	9/5/2023	894334 FRIEND, ERICA	AUG 2023		COMMISSIONER'S STIPEND 001-420-0000-4111	100.00
			JULY 2023		COMMISSIONER'S STIPEND 001-420-0000-4111	100.00
					Total :	200.00
232620	9/5/2023	892198 FRONTIER COMMUNICATIONS	209-150-5250-081292		RADIO REPEATER 001-222-0000-4220	43.04
			209-151-4942-041191		CITY YARD AUTO DIALER 070-384-0000-4220	57.15
			818-361-2385-012309		MTA & CREDIT CARD LINE 007-440-0441-4220	63.25
					001-190-0000-4220	126.50
			818-361-2472-031415		PW PHONE LINE 070-384-0000-4220	568.19
			818-361-7825-120512		RUDY ORTEGA PARK IRR SYSTEM 001-420-0000-4220	74.17
			818-365-0026-071223-		PD NON-EMERGENCY PHONE LINE 001-222-0000-4220	939.51
			818-831-5002-052096		PD SPECIAL ACTIVITIES PHONE 001-222-0000-4220	58.29
			818-837-2296-031315		VARIOUS CITY HALL LINES 001-190-0000-4220	444.81
			818-837-7174-052096		PD SPECIAL ACTIVITIES PHONE 001-222-0000-4220	44.30
			818-898-7385-033105		LP PARK FAX LINE 001-420-0000-4220	48.34
					Total :	2,467.55
232621	9/5/2023	892173 FS CONTRACTORS, INC.	3247	12781	RESERVOIR 2A/5 SITE IMPROVEMENT 070-385-0859-4600	33,861.33
					070-2037	-1,693.07

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232621	9/5/2023	892173 892173 FS CONTRACTORS, INC.	(Continued)		Total :	32,168.26
232622	9/5/2023	893953 GALE, PAUL JOHN	AUG 2023	12960	SHOTOKAN KARATE INSTRUCTOR 017-420-1326-4260	283.50
					Total :	283.50
232623	9/5/2023	101434 GUZMAN, JESUS ALBERTO	JULY 2023	12732	MARIACHI MASTER APPRENTICE INST 108-424-3658-4260	1,800.00
					Total :	1,800.00
232624	9/5/2023	892445 GWMA	HTU-23-49		ADMIN & COST SHARING-INSTALL OF 001-310-0000-4270	637.60
					Total :	637.60
232625	9/5/2023	893817 HERNANDEZ MOLINA, MARIO ALBERTO	JULY 2023	12733	MARIACHI MASTER APPRENTICE INST 108-424-3658-4260	420.00
					Total :	420.00
232626	9/5/2023	891777 IRRIGATION EXPRESS	15275281-00	12988	IRRIGATION SUPPLIES FOR REPAIRS & 043-390-0000-4300	35.34
			15275610-00	12988	IRRIGATION SUPPLIES FOR REPAIRS & 043-390-0000-4300	151.33
			15276579-00	12988	IRRIGATION SUPPLIES FOR REPAIRS & 043-390-0000-4300	70.08
			15276710-00	12988	IRRIGATION SUPPLIES FOR REPAIRS & 043-390-0000-4300	137.21
			15276991-00	12988	IRRIGATION SUPPLIES FOR REPAIRS & 043-390-0000-4300	21.01
			15278211-00	12988	IRRIGATION SUPPLIES FOR REPAIRS & 043-390-0000-4300	185.63
					Total :	600.60
232627	9/5/2023	889320 IWATER, INC.	9720		ANNUAL RENEWAL-IWATER INFRAMAF 070-381-0000-4380	3,200.00
					Total :	3,200.00
232628	9/5/2023	893885 JOHNNY ALLEN TENNIS ACADEMY	AUG-SEPT 2023	12962	TENNIS PROGRAM 017-420-1327-4260	328.00

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232628	9/5/2023	893885 JOHNNY ALLEN TENNIS ACADEMY	(Continued)	12962	026-420-0887-4260	50.00
					Total :	378.00
232629	9/5/2023	893882 JTR	2150		WASTE TIRE PICK-UP 072-360-0000-4260	610.00
					Total :	610.00
232630	9/5/2023	101764 KEYSTONE UNIFORM DEPOT	069667		RAIN GEAR JACKET 001-225-0000-4325	127.83
					Total :	127.83
232631	9/5/2023	101971 L.A. MUNICIPAL SERVICES	004-750-1000		ELECTRIC-13003 BORDEN 070-384-0000-4210	2,500.84
			494-750-1000		WATER-12900 DRONFIELD 070-384-0000-4210	29.09
			500-750-1000		ELECTRIC-13655 FOOTHILL 070-384-0000-4210	104.50
			594-750-1000		ELECTRIC-12900 DRONFIELD 070-384-0000-4210	2,949.38
			657-750-1000		ELECTRIC-14060 SAYRE 070-384-0000-4210	1,712.32
			694-750-1000		ELECTRIC & WATER-13180 DRONFIELD 070-384-0000-4210	5,229.59
			993-750-1000		WATER-13003 BORDEN 070-384-0000-4210	7.28
					Total :	12,533.00
232632	9/5/2023	101848 LANGUAGE LINE SERVICES	11068778		INTERPRETATION SERVICES 001-222-0000-4260	4.57
					Total :	4.57
232633	9/5/2023	893218 LAZARO, ERNESTO	JUNE 2023	12734	MARIACHI MASTER APPRENTICE INST 109-424-3637-4260	720.00
					Total :	720.00
232634	9/5/2023	894319 LENCHITAS TORTILLERIA	081723		TAMALES-SENIOR CLUB DANCE	

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232634	9/5/2023	894319 LENCHITAS TORTILLERIA	(Continued)		004-2380	255.00
					Total :	255.00
232635	9/5/2023	893063 LEON, MIGUEL	081723		REIMB-SENIOR CLUB ACTIVITIES 004-2380	42.30
			082223		REIMB-SENIOR CLUB ACTIVITIES 004-2380	102.76
					Total :	145.06
232636	9/5/2023	101920 LIEBERT CASSIDY WHITMORE	243784		LEGAL SERVICES 001-112-0000-4270	1,336.50
			243785		LEGAL SERVICES 001-112-0000-4270	31.50
			243786		LEGAL SERVICES 001-112-0000-4270	2,065.50
			243787		LEGAL SERVICES 001-112-0000-4270	1,768.50
			243788		LEGAL SERVICES 001-112-0000-4270	2,291.00
			243789		LEGAL SERVICES 001-112-0000-4270	31.50
			243790		LEGAL SERVICES 001-112-0000-4270	31.50
			243791		LEGAL SERVICES 001-112-0000-4270	157.50
			243792		LEGAL SERVICES 001-112-0000-4270	94.50
			243793		LEGAL SERVICES 001-112-0000-4270	724.50
					Total :	8,532.50
232637	9/5/2023	891080 LOPEZ, PATTY	AUG 2023		COMMISSIONER'S STIPEND 001-420-0000-4111	100.00
			JULY 2023		COMMISSIONER'S STIPEND 001-420-0000-4111	100.00

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232637	9/5/2023	891080 891080 LOPEZ, PATTY	(Continued)			Total : 200.00
232638	9/5/2023	892477 LOWES	9747-01395		MATL'S FOR REPAIRS 043-390-0000-4300	55.86
			9747-01620		MATL'S FOR REPAIRS 043-390-0000-4300	105.23
			9747-01733		MISC SUPPLIES 043-390-0000-4300	113.69
			9747-01876		PAINT-CITY SIGN 001-311-0000-4300	202.86
			9747-01942		MATL'S FOR REPAIRS 001-107-0000-4300	87.23
			9747-01947		MATL'S FOR REPAIRS 001-107-0000-4300	38.18
			9747-01948		PAINT-CITY SIGN 001-311-0000-4300	173.27
			9747-02582		MATL'S FOR REPAIRS 043-390-0000-4300	35.02
			9754-01538		MISC SUPPLIES 070-383-0000-4310	103.98
					Total :	915.32
232639	9/5/2023	892471 MATHESON TRI-GAS INC	0028145709		MISC TOOLS 070-383-0000-4340	815.53
					Total :	815.53
232640	9/5/2023	888242 MCI COMM SERVICE	7DL39365		ALARM LINE - 1100 PICO 001-420-0000-4220	36.98
					Total :	36.98
232641	9/5/2023	894310 MLA GREEN INC	19151	12853	CONSTRUCTION SUPPORT FOR PACO 012-311-0551-4600	36,234.25
					Total :	36,234.25
232642	9/5/2023	891935 MMASC	080423		MEMEBRSHIP RENEWAL 001-310-0000-4380	90.00
					Total :	90.00

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232643	9/5/2023	894150 MORA-ZAMORA, ERENDIRA	SEPT 2023	12964	MUSICAL ENTERTAINMENT FOR (2) SE 004-2380	1,200.00
					Total :	1,200.00
232644	9/5/2023	102275 MOTION PICTURE LICENSING CORP.	504423984		YRLY LICENSING FEE - 09/13/23-09/13/ 001-424-0000-4260	745.28
					Total :	745.28
232645	9/5/2023	894004 MURILLO, NICHOLAS	REIMB.		K9 FOOD & SUPPLIES 001-225-0000-4270	161.13
					Total :	161.13
232646	9/5/2023	102325 NAPA AUTO PARTS	6410-140983		VEHICLE MAINT-PD4444 041-320-0225-4400	20.94
			6410-140984		EXTRACTOR KIT 043-390-0000-4300	20.94
					Total :	41.88
232647	9/5/2023	102332 NATIONAL ASSOCIATION OF CHIEFS	22-1276 NC22016378-M		MEMBERSHIP RENEWAL 001-222-0000-4380	60.00
					Total :	60.00
232648	9/5/2023	102423 OCCU-MED, INC.	0823901		PRE-EMPLOYMENT PHYSICALS 001-106-0000-4260	865.00
					Total :	865.00
232649	9/5/2023	894100 ODP BUSINESS SOLUTIONS , LLC	323462547001		OFFICE SUPPLIES 001-222-0000-4300	76.27
			324280466001		OFFICE SUPPLIES 070-381-0000-4300	24.87
			324282291001		OFFICE SUPPLIES 072-360-0000-4300	34.71
			324665159001		OFFICE SUPPLIES 001-222-0000-4300	74.82
			324669028001		OFFICE SUPPLIES 001-222-0000-4300	206.09
			324669033001		OFFICE SUPPLIES	

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232649	9/5/2023	894100 ODP BUSINESS SOLUTIONS , LLC	(Continued)			
			324688925001		001-222-0000-4300 OFFICE SUPPLIES	24.21
			324689951001		001-310-0000-4300 OFFICE SUPPLIES	26.07
			324689951002		001-310-0000-4300 OFFICE SUPPLIES	39.54
			324689952001		001-310-0000-4300 OFFICE SUPPLIES	29.99
			325460281001		001-310-0000-4300 HP TONER	66.57
			325674915001		001-130-0000-4300 HP TONERS	996.97
			325676185001		001-310-0000-4300 HP TONERS	1,101.09
			326104202001		001-310-0000-4300 OFFICE SUPPLIES	432.94
			326107625001		001-222-0000-4300 OFFICE SUPPLIES	36.85
			326107646001		001-222-0000-4300 OFFICE SUPPLIES	55.25
			326219968001		001-222-0000-4300 OFFICE SUPPLIES	140.93
			326220435001		001-222-0000-4300 OFFICE SUPPLIES	25.35
			326323708001		001-222-0000-4300 OFFICE SUPPLIES	68.55
			326876491001		001-222-0000-4300 OFFICE SUPPLIES	93.97
			327595125001		001-222-0000-4300 COPY PAPER	18.65
			329083248001		110-422-3747-4300 OFFICE SUPPLIES	371.27
			329088271001		001-130-0000-4300 OFFICE SUPPLIES	55.64
					001-130-0000-4300	14.32

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232649	9/5/2023	894100 894100 ODP BUSINESS SOLUTIONS , LLC	(Continued)			Total : 4,014.92
232650	9/5/2023	102443 OKAFOR, MICHAEL	REIMB.		MILEAGE REIMB-ICRMA MEETING 001-106-0000-4390	45.59 Total : 45.59
232651	9/5/2023	894123 OLIVAREZ MADRUGA LAW	22643		LEGAL SERVICES 001-110-0000-4270	27,098.14 Total : 27,098.14
232652	9/5/2023	892850 PADILLA, ALBINA	080323		REIMB FOR SENIOR TRIP RAFFLE PRIZ 004-2383	36.07 Total : 36.07
232653	9/5/2023	890324 PEREZ MONTELONGO, JUAN	082023	12956	REFEREE & SCOREKEEPER SERVICE 017-420-1328-4260	1,428.00 Total : 1,428.00
232654	9/5/2023	893933 PORTA-STOR	403068		STORAGE BIN RENTAL 017-420-1330-4260	82.00 Total : 82.00
232655	9/5/2023	892131 PROHEALTH-VALLEY OCCUPATIONAL	00577663-00		PROFESSIONAL SERVICES 001-106-0000-4270	250.01 Total : 250.01
232656	9/5/2023	890004 PTS	2110059		PD PAY PHONE-SEPT 2023 001-190-0000-4220	78.76 Total : 78.76
232657	9/5/2023	894529 QUIJADA, EDWARD J	161320 1617360 834626		EVENT REFUND 001-3777-0000 EVENT REFUND 001-3777-0000 FACILITY DEP RENTAL REFUND 001-2220	102.00 407.00 150.00 Total : 659.00

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232658	9/5/2023	102738 QUINTERO ESCAMILLA, VIOLETA	AUG 2023		SENIOR MUSIC CLASS INSTRUCTOR	
				12957	017-420-1323-4260	675.00
				12957	026-420-0887-4260	45.00
					Total :	720.00
232659	9/5/2023	102803 RED WING SHOE STORE	20230810047749		SAFETY SHOES FOR P.W. FIELD PERS	
				12989	001-310-0000-4310	354.39
				12989	001-370-0000-4300	241.96
				12989	043-390-0000-4310	1,015.26
				12989	070-383-0000-4310	736.94
				12989	070-384-0000-4310	930.69
				12989	001-311-0000-4310	253.02
					Total :	3,532.26
232660	9/5/2023	102855 RIO HONDO COLLEGE	X23-108-ZSFN		PHYSICAL FITNESS COURSE	
					001-222-0000-4360	25.00
			X23-121-ZSFN		COMM & ARREST METHOD COURSE	
					001-225-0000-4360	125.00
			X23-128-ZSFN		PHYSICAL FITNESS COURSE	
					001-222-0000-4360	125.00
					Total :	275.00
232661	9/5/2023	102940 RUIZ, RONALD	REPL-229259		RPL STL DTD CK-CALPERS HEALTH RE	
					001-2140	630.87
					Total :	630.87
232662	9/5/2023	103051 SAN FERNANDO POLICE	FY23-24		CIF: 2023 NATIONAL NIGHT OUT	
					053-101-0108-4430	500.00
					Total :	500.00
232663	9/5/2023	103057 SAN FERNANDO VALLEY SUN	12013		AD-SUMMER CONCERTS	
					001-424-0000-4260	931.55
			12022		2ND READING ORD 1717-UPDATE REG	
					001-115-0000-4230	81.00
			12023		2ND READING-ORD 1718 AMENDING	
					001-115-0000-4230	81.00
					Total :	1,093.55

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232664	9/5/2023	894125 SANCHEZ, NATASHA	AUG 2023		COMMISSIONER'S STIPEND	
					001-420-0000-4111	100.00
			JULY 2023		COMMISSIONER'S STIPEND	
					001-420-0000-4111	100.00
					Total :	200.00
232665	9/5/2023	894527 SHAVED LA	0091		SHAVED ICE SERVICE	
					001-423-0000-4260	847.50
					Total :	847.50
232666	9/5/2023	894532 SIRCHIE ACQUISITION COMPANY LL	0604578-IN		EVIDENCE STORAGE SUPPLIES	
					001-222-0000-4300	399.24
					Total :	399.24
232667	9/5/2023	103184 SMART & FINAL	0166		SUPPLIES FOR SENIOR CLUB DANCE	
					004-2380	340.75
			362		SUPPLIES-CALLE VERDES EVENT	
					001-310-0000-4300	80.52
					Total :	421.27
232668	9/5/2023	894326 SOLIS, CRYSTAL	TRAVEL		PER DIEM, PARKING FEE & MILEAGE-T	
					001-115-0000-4360	249.60
					Total :	249.60
232669	9/5/2023	103202 SOUTHERN CALIFORNIA EDISON CO.	600000512389		ELECTRIC-VARIOUS LOCATIONS	
					027-344-0000-4210	12,270.98
					029-335-0000-4210	3,446.88
					074-320-0000-4210	8,564.06
					043-390-0000-4210	12,421.29
					070-384-0000-4210	25,488.12
					Total :	62,191.33
232670	9/5/2023	894311 SPECTRUMVOIP	IN758394		CITYWIDE LONG DIST VOIP SRVS- SEF	
					001-190-0000-4220	90.48
					Total :	90.48
232671	9/5/2023	893935 STAGE PLUS INC	359523_SANFERN1		STAGE AND AUDIO SERVICES FOR (7)	
				12995	001-424-0000-4260	6,528.00

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232671	9/5/2023	893935 STAGE PLUS INC	(Continued) 362823-1_SABFERN2	12995	STAGE AND AUDIO SERVICES FOR (7) 001-424-0000-4260	2,578.00 9,106.00
232672	9/5/2023	894275 STAPLES, INC.	8071169648		BREAK ROOM SUPPLIES 001-190-0000-4300	136.91 136.91
232673	9/5/2023	100532 STATE OF CALIFORNIA, DEPARTMENT OF JU: 673500			FINGERPRINTS-JULY 2023 001-106-0000-4270	160.00 160.00
232674	9/5/2023	103090 SUSAN SAXE-CLIFFORD, PH.D.	23-0706-6		PSYCHOLOGICAL EVALUATION 001-222-0000-4270	450.00 450.00
232675	9/5/2023	103318 TAG/AMS, INC.	2825402		RANDOM DRUG SCREEN 001-106-0000-4270	90.00 90.00
232676	9/5/2023	103205 THE GAS COMPANY	042-320-6900-7 084-220-3249-3 088-520-6400-8 090-620-6400-2 143-287-8131-6		GAS-910 FIRST 043-390-0000-4210 GAS-505 S HUNTINGTON 043-390-0000-4210 GAS-117 MACNEIL 043-390-0000-4210 GAS-120 MACNEIL 070-384-0000-4210 072-360-0000-4210 043-390-0000-4210 GAS-208 PARK 043-390-0000-4210	41.76 55.61 80.78 7.33 7.33 14.64 51.90 259.35
232677	9/5/2023	101528 THE HOME DEPOT CRC, ACCT#603532202490 20077			BLINDS-DEPUTY CITY MANAGER'S OFI 001-107-0000-4300	457.77

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
232677	9/5/2023	101528 THE HOME DEPOT CRC, ACCT#603532202490 (Continued)	20078 3098954 5121405 6129850 6514573 9098330 9341100		MISC SUPPLIES-501 FIRST 043-390-0000-4300 PAINT-MACLAY ARCH 001-311-0000-4300 SUPPLIES FOR REPAIRS 043-390-0000-4300 MISC SUPPLIES 001-311-0000-4300 MISC ITEMS 070-383-0000-4310 MISC SUPPLIES 001-311-0000-4300 HAND TOOL 001-107-0000-4300	135.48 84.13 67.12 152.35 242.42 73.01 241.43 1,453.71
232678	9/5/2023	894052 THE LANGUAGE PROS, INC.	1548 1549 1561 1563 1568	12998 12998 12998 12998 12998	LANGUAGE ACCESS PROGRAM - ONSI 001-101-0000-4270 LANGUAGE ACCESS PROGRAM - ONSI 001-101-0000-4270 LANGUAGE ACCESS PROGRAM - ONSI 001-101-0000-4270 LANGUAGE ACCESS PROGRAM - ONSI 001-101-0000-4270 LANGUAGE ACCESS PROGRAM - ONSI 001-101-0000-4270	894.80 460.00 914.80 375.00 906.40 3,551.00
232679	9/5/2023	894286 THE SORAYA AT CSUN	201460		DEPOSIT-NOCHEBUENA TICKETSV FO 004-2383	1,015.20 1,015.20
232680	9/5/2023	894528 TORRES, PEDRO	1617757		BASKETBALL REFUND 017-3770-1328	45.00 45.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
232681	9/5/2023	103463 U.S. POSTMASTER	559055311		POSTAGE-AUG UTILITY BILLS	
					072-360-0000-4300	647.78
					070-382-0000-4300	647.78
					Total :	1,295.56
232682	9/5/2023	893746 UNISHIELD	14-002881		FIIRS AID KIT REFILL-CH	
					001-310-0000-4300	408.64
					Total :	408.64
232683	9/5/2023	893647 VALEO NETWORKS	22709		PO#12863-CANON COPIERS - VIRTUAL	
					121-135-3689-4260	1,964.25
					Total :	1,964.25
232684	9/5/2023	892794 VENEGAS, JULIAN	REIMB.		MATL'S TO REPAIR LITTLE LIBRARY BC	
					001-424-0000-4300	19.92
					Total :	19.92
232685	9/5/2023	893869 VEOCI INC	2306		EOC NOTIFICATION SYSTEM RENEWA	
					001-135-0000-4260	4,525.00
					Total :	4,525.00
232686	9/5/2023	889644 VERIZON BUSINESS	61495809		CITY HALL LONG DIST	
					001-190-0000-4220	53.81
			61495810		CITY YARD LONG DISTANCE	
					070-384-0000-4220	16.15
			61495811		CITY HALL LONG DISTANCE	
					001-190-0000-4220	26.91
			61495812		POLICE LONG DISTANCE	
					001-222-0000-4220	59.63
			61495813		CITY YARD LONG DISTANCE	
					070-384-0000-4220	10.76
			61495814		PARKS LONG DISTANCE	
					001-420-0000-4220	16.41
			61496351		PW LONG DISTANCE	
					001-310-0000-4220	5.39
			61496362		CITY HALL LONG DISTANCE	
					001-190-0000-4220	59.22

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
232686	9/5/2023	889644 889644 VERIZON BUSINESS	(Continued)		Total :	248.28
232687	9/5/2023	892081 VERIZON BUSINESS SERVICES	72667093		MPLS PORT ACCESS & ROUTER-PD	
					001-222-0000-4220	1,041.73
					Total :	1,041.73
232688	9/5/2023	100101 VERIZON WIRELESS-LA	9941630517		VARIOUS CELL PHONE PLANS	
					072-360-0000-4220	51.18
					001-105-0000-4220	56.83
					001-101-0108-4220	51.89
					Total :	159.90
232689	9/5/2023	103584 VIEJAS CASINO & RESORT	DEPOSIT		DEPOSIT-SR CLUB DAY TRIP ON 12/2/2	
					004-2383	1,100.00
					Total :	1,100.00
232690	9/5/2023	888390 WEST COAST ARBORISTS, INC.	199903		ANNUAL CITY TREE TRIMMING SERVIC	
				12788	110-346-0838-4270	1,290.00
			200595		ANNUAL CITY TREE TRIMMING SERVIC	
				12788	110-346-0838-4270	1,170.00
			201238		ANNUAL CITY TREE TRIMMING SERVIC	
				12788	110-346-0838-4270	1,167.00
			201758		ANNUAL CITY TREE TRIMMING SERVIC	
				12788	110-346-0838-4270	3,375.00
					Total :	7,002.00
232691	9/5/2023	891531 WILLDAN ENGINEERING	00337672		NPDES CONSULTING SERVICES	
				12724	023-311-0000-4270	11,928.50
			00337743		ON-CALL ENGINEERING SERVICES	
				12814	024-371-0562-4600	873.50
				12814	024-371-0510-4600	455.00
				12814	024-311-0551-4600	910.00
				12814	001-310-0000-4270	19,293.50
				12814	072-360-0000-4270	130.00
			00337744		ON-CALL ENGINEERING SERVICES	
				12814	070-384-0857-4260	9,600.00
			00337822A		ON-CALL ENGINEERING SERVICES	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
232691	9/5/2023	891531 WILLDAN ENGINEERING	(Continued)			
				12814	024-371-0562-4600	1,040.00
				12814	024-371-0510-4600	325.00
				12814	024-311-0551-4600	455.00
				12814	001-310-0000-4270	15,762.00
				12814	012-311-0182-4600	1,056.75
				12814	072-360-0000-4270	9,118.25
				12814	070-384-0000-4260	4,505.25
				12814	032-311-0866-4600	260.00
			00337822B		ON-CALL ENGINEERING SERVICES	
				12814	072-1236	4,468.75
			00337865		NPDES CONSULTING SERVICES	
				12724	023-311-0000-4270	13,327.75
			00625262		SF - HSIP CYCLE 8 TRAFFIC SIGNAL IW	
				11901	024-371-0562-4600	1,230.00
			00625453		SF - HSIP CYCLE 8 TRAFFIC SIGNAL IW	
				11901	024-371-0562-4600	820.00
					Total :	95,559.25
232692	9/5/2023	889491 WILLDAN FINANCIAL SERVICES	010-54767		COST ALLOCATION SERVICES	
				12993	001-190-0000-4270	2,950.00
			010-55331		COST ALLOCATION SERVICES	
				12993	001-190-0000-4270	800.00
					Total :	3,750.00
232693	9/5/2023	894164 YUNEX LLC	5610284333		TRAFFIC SAFETY MAINT & REPAIRS; T	
				13004	001-370-0301-4300	21,195.00
			5610284370		TRAFFIC SAFETY MAINT & REPAIRS; T	
				13004	001-370-0564-4300	18,995.00
			5610284375		TRAFFIC SAFETY MAINT & REPAIRS; T	
				13004	001-370-0564-4300	9,000.00
					Total :	49,190.00
112 Vouchers for bank code :		bank3			Bank total :	458,992.68
112 Vouchers in this report					Total vouchers :	458,992.68

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
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Voucher Registers are not final until approved by Council.

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

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

Date: September 5, 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 City Manager Nick Kimball as voting Delegate for the League of California Cities ("League") 2023 Annual Conference and Expo (Attachment "A"); and
- b. 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.

Consideration to Designate a Voting Delegate and Alternate(s) for the 2023 League of California Cities Annual Conference

Page 2 of 3

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.

Consideration to Designate a Voting Delegate and Alternate(s) for the 2023 League of California Cities Annual Conference

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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



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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.



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](https://calcities.org) 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



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 approved¹ 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.

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.

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.

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).

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.



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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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

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

Date: September 5, 2023

Subject: Consideration to Award a Professional Services Agreement to A & M Catering for Catering Services for the City's Las Palmas Senior Citizens Club Dinner Dances

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Professional Services Agreement (Attachment "A" – Contract No. 2195) with A & M Catering, in an amount not to exceed \$50,000, to provide onsite catering at the Senior Club's dinner dances held in Fiscal Year (FY) 2023-2024; and
- b. Authorize the City Manager to make non-substantive changes and execute all related documents.

BACKGROUND:

1. Since 1974, the Las Palmas Senior Citizens Club (Club) has hosted a variety of activities for senior citizens at Las Palmas Park. These activities include dinner dances held in conjunction with annual holidays and the Club's anniversary (July). The holiday dinner dances are hosted in May (Mother's Day), June (Father's Day), November (Thanksgiving), and December (Christmas and New Year's dances).
2. On August 7, 2016, Club members voted to have the City assume the financial management of the Club. The Recreation and Community Services (RCS) Department implemented the City's procurement policies to obtain the good and services the Club needed to conduct the Club's activities.
3. In support of the Club, RCS staff prepared a Request for Proposals (RFP) (Attachment "A", Exhibit "A") for on-site catering services for the aforementioned dinner dances.

Consideration to Award a Professional Services Agreement to A & M Catering for Catering Services for the City's Las Palmas Park Senior Club Dinner Dances

Page 2 of 3

4. On July 20, 2023, RCS staff circulated the RFP soliciting on-site catering for the Club's special dinner dances, with a due date of August 11, 2023.

ANALYSIS:

The Las Palmas Senior Citizens Club (Club) is a community program comprised of over 500 seniors in the Northeast San Fernando Valley. The Club offers a variety of engaging activities to promote social interaction among its members, such as monthly meetings, dances, holiday celebrations, day trips, multi-day excursions, and other similar activities. For nearly 50 years, the Club has hosted dinner dances for members and guests on special occasions such as Mother's Day, Father's Day, the Club's anniversary, Thanksgiving, and Christmas.

Since 2016, the City has taken over the financial operation of the Club and its purchasing needs. This means that any goods or services for the Club must follow the City's purchasing policies and procedures. In recent years, the cost of hiring certified catering services for the Club's dinner dances has exceeded the approval threshold of the City Manager. Therefore, staff prepared a Notice Inviting Bids to request proposals for qualified and certified vendors to provide catering services for rest of Fiscal Year (FY) 2023-2024. The Scope of Work includes, but is not limited to, preparing the dinner menu, cooking food on-site, serving food, and cleaning the catering area.

Proposal Solicitation.

RCS staff posted a RFP on the City's website on July 20, 2023 seeking qualified and certified vendors that would be able to meet the scope of work. Staff also shared the RFP with three local vendors: A & M Catering, CASA Torres, and Silver Spoons Catering. The proposal due date was August 11, 2023. The City received one proposal by the deadline from A & M Catering, which met all the RFP criteria.

A & M Catering has extensive experience providing meals for the Club's dinner dances. The company has been providing on-site catering for the Club for over 10 years, and the Club members are very satisfied with the quality of the food and the services A & M Catering provides. The Professional Service Agreement will cover the remainder of FY 2023-2024 (September 2023 – June 2024), if awarded by the City Council, with an option to extend for one more year with the same terms, conditions, and costs for FY 2024-2025.

BUDGET IMPACT:

The Club is a self-sustaining program. As such, revenues and expenses are managed by RCS via the Las Palmas Senior Club fiduciary account (Account: 004-2380). Revenue is generated monthly through membership fees, dance ticket sales, and general meeting raffles. Annually, these activities generate over \$80,000 for the Club. In addition, the City Council allocates \$3,000 from

Consideration to Award a Professional Services Agreement to A & M Catering for Catering Services for the City's Las Palmas Park Senior Club Dinner Dances

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the Non-Departmental Appropriated Reserve Fund (Account: 001-190-0000-4267) to assist the Club with the Mothers and Fathers Dances.

The Club's Advisory Board, in conjunction with RCS staff, budgets to ensure vendors are contracted and paid for services to ensure expenses do not exceed revenue. A & M Catering fees will be a budgeted expense of the Club.

CONCLUSION:

It is recommended that the City Council approve a Professional Services Agreement (Attachment "A"- Contract No. 2195) with A & M Catering to provide catering services for the Las Palmas Senior Citizens Club dinner dances at an annual amount not to exceed \$50,000, and authorize the City Manager to make non-substantive changes and execute all related documents.

ATTACHMENT:

- A. Contract No. 2195, including:
 - Exhibit A: Request for Proposals
 - Exhibit B: A & M Proposal



2023

CONTRACT SERVICES AGREEMENT

(Contractor: A & M Catering)

(Nature of Engagement: On-site catering for Las Palmas Senior Club)

THIS CONTRACT SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this 5th day of September, 2023 by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and A & M CATERING (hereinafter, "CONTRACTOR"). For the purposes of this Agreement, CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

RECITALS

WHEREAS, CITY is a municipal corporation organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose; and

WHEREAS, CITY requires on-site catering for the Las Palmas Senior Club dances; and

WHEREAS, CITY staff has determined that CONTRACTOR possesses the skills, experience, and expertise required to competently provide the services and tasks contemplated under this Agreement; and

WHEREAS, the execution of this Agreement was approved by the San Fernando City Council at its Regular Meeting of September 5, 2023 under Agenda Item No. **XX**.

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

SECTION 1. SCOPE OF WORK.

- A. Subject to the terms and conditions of this Agreement, CONTRACTOR agrees to provide CITY on-site catering services. The various tasks and related services to be performed by CONTRACTOR are more specifically described in the CITY's "Notice Inviting Bids" (hereinafter the "CITY REQUIREMENTS") and the written proposal of CONTRACTOR entitled "Proposal Senior Club Events" (hereinafter, the "CONTRACTOR PROPOSAL") dated August 8, 2023. The CITY REQUIREMENTS and the CONTRACTOR PROPOSAL are attached and incorporated hereto as **Exhibits "A" and "B"** respectively. The term "Scope of Work" shall be a collective reference to the CITY REQUIREMENTS and the CONTRACTOR PROPOSAL. The capitalized term "Work" shall be a collective reference to all the various services and tasks referenced in the Scope of Work. In the event of any conflict or inconsistency between the provisions of the document entitled CITY REQUIREMENTS and

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the provisions of the document entitled CONTRACTOR PROPOSAL, the requirements of the document entitled CITY REQUIREMENTS shall govern and control but only to the extent of the conflict or inconsistency and no further. In the event of any conflict or inconsistency between the provisions of the Scope of Work and the provisions of this Agreement to which the Scope of Work is attached, the provisions of this Agreement shall govern and control.

- B. CONTRACTOR shall provide all labor, materials, tools, supplies, equipment, services, tasks, and incidental and customary work necessary to competently perform and timely complete the Work. CONTRACTOR shall perform the Work in accordance with the terms and conditions of this Agreement and in accordance with such other written or verbal directives as may be issued by CITY.
- C. By executing this Agreement, CONTRACTOR warrants that CONTRACTOR: (i) has thoroughly investigated and considered the nature of the work, services, and tasks to be performed under this Agreement; (ii) has carefully considered how the Work should be performed; and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement. CONTRACTOR warrants that CONTRACTOR has or will investigate any location where the Work is to be performed and is or will be fully acquainted with the conditions there existing, prior to undertaking any service or task requested by CITY in the manner described under Section 3, below. Should the CONTRACTOR discover any latent or unknown conditions which will materially affect the performance of the services hereunder, CONTRACTOR shall immediately inform the CITY of such fact and shall not proceed, except at CONTRACTOR's risk until written instructions are received from the City Representative as defined herein.
- D. In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons any undertaking contemplated herein prior to completion and acceptance of the Work, CONTRACTOR shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONTRACTOR's cessation or abandonment.

SECTION 2. TERM.

- A. This Agreement shall have a term beginning September 5, 2023 through June 30, 2024 (hereinafter, the "Term"). The Agreement may be extended by the CITY subject to its same terms and conditions for a maximum of one additional Fiscal Year (July 1, 2024 through June 30, 2025), provided the CITY issues written notice of its intent to extend the

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Term of the Agreement prior to the expiration of the initial Term.

- B. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.
- C. CONTRACTOR shall perform the Work continuously and with due diligence. CONTRACTOR shall cooperate with CITY and in no manner interfere with the Work of CITY, its employees or other consultants, contractors or agents.
- D. CONTRACTOR shall not claim or be entitled to receive any compensation or damage because of the failure of CONTRACTOR, or its subcontractors, to have related services or tasks completed in a timely manner.
- E. CONTRACTOR shall at all times enforce strict discipline and good order among CONTRACTOR's employees.
- F. CONTRACTOR, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.
- G. CONTRACTOR shall complete the services within the term of this Agreement, and shall meet any other established schedules and deadlines.

SECTION 3. PROSECUTION OF WORK.

- A. CONTRACTOR shall perform the Work contemplated under this Agreement on an as-needed, as requested basis. Nothing in this Agreement shall be construed to grant CONTRACTOR the exclusive right to perform any of the types of services or tasks contemplated under this Agreement nor shall anything in this Agreement be construed to entitle CONTRACTOR to the receipt of any sums under this Agreement, except to the extent CITY requests the performance of any Work in the manner described below and such Work is in fact performed and completed by CONTRACTOR and accepted by CITY. CITY requests for the performance of specific services or tasks contemplated under this Agreement shall be made in the form of a written work order(s) issued by the City Representative (each such written request hereinafter referred to as a "Work Order"). Each Work Order shall include the following information:
 - 1. A detailed description of the specific services or tasks requested;
 - 2. The location of where the particular services or tasks are to be performed, if applicable;
 - 3. A not-to-exceed budget for performing the services or tasks;
 - 4. A timeline for completing the requested services or tasks;
 - 5. Any other information CITY deems necessary and relevant to the requested

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services or tasks; and

6. The signature of the City Representative, concatenating that the City Representative has authorized the services or tasks.

- B. CONTRACTOR shall perform no Work under this Agreement without a written request from the City Representative, containing the information set forth in Section 3(A), above.
- C. Time is of the essence in the performance of Work under this Agreement, and in the absence of a specific schedule or other instructions from the City Representative, CONTRACTOR shall begin and complete performance of the Work to completion in a timely and a diligently manner as possible.

SECTION 4. COMPENSATION.

- A. CONTRACTOR shall perform all the Work in accordance with the rates set forth in CONTRACTOR's August 8, 2023 quote (hereinafter "CONTRACTOR QUOTE"), which is attached and incorporated hereto as **Exhibit "B"**.
- B. CONTRACTOR's total compensation during the Term of this Agreement shall not exceed the annual sum of **FIFTY THOUSAND DOLLARS (\$50,000)** (hereinafter, the "Annual Not-to-Exceed Sum"). CONTRACTOR further agrees that the Annual Not-to-Exceed Sum is inclusive of compensation for all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the Work. CONTRACTOR shall have no right or entitlement to any overage contingency sums authorized by the City Council as part of the approval of this Agreement, unless the City Representative authorizes the expenditure of such overage contingency funds in writing in the City Representative's sole and absolute discretion.

The Annual Not-to-Exceed Sum will be paid to CONSULTANT in monthly increments as the Work is completed. 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

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- C. The Annual Not-to-Exceed Sum of \$50,000 will be paid to CONTRACTOR based on the number of meals ordered per dance. Payment will be available on the event date of three days prior if warrant is available. An invoice for the catered meals must be submitted within two weeks before the event date. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

SECTION 5. STANDARD OF CARE.

CONTRACTOR represents, acknowledges and agrees as follows:

- A. CONTRACTOR shall perform all work skillfully, competently and to the highest standards applicable to the CONTRACTOR's field;
- B. CONTRACTOR represents and maintains that it is skilled in the professional calling necessary to perform the Services;
- C. CONTRACTOR shall perform all work in a manner reasonably satisfactory to the CITY;
- D. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*). CONTRACTOR's compliance with applicable laws will include, without limitation, compliance with all applicable Cal/OSHA requirements and applicable regulations of the Federal Department of Housing and Urbanization;
- E. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- F. All of CONTRACTOR's employees and agents (including but not limited to CONTRACTOR's subcontractors and subconsultants) possess sufficient skill, knowledge, training and experience to perform those services and tasks contemplated under this Agreement;
- G. All of CONTRACTOR's employees and agents (including but not limited to CONTRACTOR's subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement; and
- H. CONTRACTOR shall at all times employ such force, plant, materials, and tools as will be sufficient in the opinion of the CITY to perform the Services within the time limits established, and as provided herein. It is understood and agreed that said tools,

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equipment, apparatus, facilities, labor, and material shall be furnished and said Services performed and completed as required by the Agreement, and subject to the approval of the CITY's authorized representative. The quality of Services shall meet or exceed those standards established by the CITY or County of jurisdiction.

The Parties acknowledge and agree that CONTRACTOR shall perform, at CONTRACTOR's own cost and expense and without any reimbursement from CITY, any services or tasks necessary to correct any errors or omissions caused by CONTRACTOR's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONTRACTOR's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the City Representative in writing and absolute discretion. The Parties acknowledge and agree that CONTRACTOR's acceptance of any work performed by CONTRACTOR or on CONTRACTOR's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CONTRACTOR has relied upon the foregoing representations of CONTRACTOR, including but not limited to the representation that CONTRACTOR possesses the skills, training, knowledge and experience necessary to perform the Work in a skillful and competent manner equivalent to, the standard of performance generally recognized as being employed by professionals performing the same type of work and services in the State of California.

SECTION 6. REPRESENTATIVES.

- A. City Representative. For the purposes of this Agreement, the contract administrator and CITY's representative shall be the Director of Recreation and Community Services (hereinafter, the "City Representative"). It shall be CONTRACTOR's responsibility to assure that the City Representative is kept informed of the progress of the performance of the services, and CONTRACTOR shall refer any decisions which must be made by CITY to the City Representative. Unless otherwise specified herein, any approval of CITY required hereunder shall mean the approval of the City Representative.
- B. Contractor Representative. For the purposes of this Agreement, Cynthia Deleon, is hereby designated as the principal and representative of CONTRACTOR authorized to act on its behalf with respect to CONTRACTOR's performance under this Agreement and to make all decisions in connection therewith (hereinafter, the "Contractor Representative"). Notice to the Contractor Representative whether written or verbal shall constitute notice to CONTRACTOR. The Contractor's Representative shall supervise and direct the Services, using their best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

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SECTION 7. CONTRACTOR'S PERSONNEL.

- A. CONTRACTOR represents that it has, or will secure at its own expense, all personnel required to perform the Work and all other services and tasks necessary for CONTRACTOR to competently and timely complete the improvements contemplated under this Agreement. All Work, services and tasks will be performed under CONTRACTOR's supervision, and CONTRACTOR's personnel engaged in the performance of the work, services and tasks contemplated under this Agreement shall possess the qualifications, permits and licenses required by applicable law to perform such work, services and tasks.
- B. CONTRACTOR shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the Work. CONTRACTOR shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the CONTRACTOR's performance of the Work, and shall indemnify, defend and hold harmless CITY against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against CITY hereunder.
- C. CONTRACTOR shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the Work.
- D. In the event that CITY, in its sole reasonable discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.
- E. CONTRACTOR shall be responsible for payment of all employees' and subconsultants' wages and benefits and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.
- F. CONTRACTOR shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the performance of the Work contemplated under this Agreement.

SECTION 8. SUBSTITUTION OF KEY PERSONNEL.

CONTRACTOR has represented to CITY that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, CONTRACTOR may substitute other personnel of at least equal competence upon written approval of CITY. In the event that CITY and CONTRACTOR cannot agree as to the substitution of key personnel, CITY shall be entitled to terminate this Agreement for cause. As discussed below,

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any personnel who fail or refuse to perform the Services in a manner acceptable to the CITY, or who are determined by the CITY to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the CONTRACTOR at the request of the CITY. The key personnel for performance of this Agreement are as follows:

- Alex Deleon & Cynthia DeLeon – Owners
- Martin Montano - Head Chef
- Paloma Deleon - Assistant Head Chef
- Gonzalo Durant - Assistant Head Chef
- Esmeralda Bernal - Salad Chef
- Cienna Guzman - Food Runner
- Jacob Esparza - Food Handler
- Ruby Guzman - Pastry Chef/ Desserts
- Mike Guzman - Food Handler

SECTION 9. PREVAILING WAGES AND GENERAL LABOR COMPLIANCE AND REPORTING.

A. CONTRACTOR and any subcontractor performing or contracting any portion of the Work shall comply with all applicable provisions of the California Labor Code for all workers, laborers and mechanics of all crafts, classifications or types, including, but necessarily limited to the following:

1. In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the Work shall constitute a legal day's work under this Contract. CONTRACTOR and any subcontractor shall pay workers overtime pay (not less than 1 1/2 times the base rate of pay) as required by California Labor Code Section 1815. CONTRACTOR and any subcontractor shall, as a penalty to the CITY, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation to the provisions of Article 3 of Chapter 1 of Part 7, Division 2 of the California Labor Code, which is incorporated by this reference as though fully set forth herein.
2. Pursuant to the provisions of California Labor Code, Sections 1770 et. seq., CONTRACTOR and any subcontractor under CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Pursuant to the provisions of California Labor Code Section 1773.2, CONTRACTOR is hereby advised that copies of the prevailing rate of per diem wages and a general prevailing rate for holidays, Saturdays and Sundays and overtime work in the locality in which the work is to be performed for

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each craft, classification, or type of worker required to execute the Contract, are on file in the office of the District Secretary, which copies shall be made available to any interested party on request. CONTRACTOR shall post a copy of said prevailing rate of per diem wages at each job site.

- B. As required by Section 1773.1 of the California Labor Code, CONTRACTOR shall pay travel and subsistence payments to each worker needed to execute the Work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with this Section.
- C. To establish such travel and subsistence payments, the representative of any craft, classification, or type of workman needed to execute the contracts shall file with the Department of Industrial Relations fully executed copies of collective bargaining agreements for the particular craft, classification or type of work involved. Such agreements shall be filed within ten (10) days after their execution and thereafter shall establish such travel and payments.
- D. CONTRACTOR shall comply with the provisions of Section 1775 of the California Labor Code and shall, as a penalty to CITY, forfeit up to fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of per diem wages for each craft, classification, or type of worker needed to execute the contract. CONTRACTOR shall pay each worker an amount equal to the difference between the prevailing wage rates and the amount paid worker for each calendar day or portion thereof for which a worker was paid less than the prevailing wage rate. CONTRACTOR is required to pay all applicable penalties and back wages in the event of violation of prevailing wage law, and CONTRACTOR and any subcontractor shall fully comply with California Labor Code Section 1775, which is incorporated by this reference as though fully set forth herein.
- E. CONTRACTOR and any subcontractor shall maintain and make available for inspection payroll records as required by Labor Code Section 1776, which is incorporated by this reference as though fully set forth herein. CONTRACTOR is responsible for ensuring compliance with Labor Code Section 1776 and shall keep accurate payroll records containing all such information as maybe called for under Labor Code Section 1776 and other applicable provisions of State law.
- F. CONTRACTOR and any subcontractors shall, when they employ any person in any apprenticeable craft or trade, apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the work site for a certificate approving CONTRACTOR or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected; and shall comply with all other requirements of Section 1777.5 of the California Labor Code, which

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is incorporated by this reference as though fully set forth herein. The responsibility of compliance with California Labor Code Section 1777.5 during the performance of this contract rests with CONTRACTOR. Pursuant to California Labor Code Section 1777.7, in the event CONTRACTOR willfully fails to comply with the provisions of California Labor Code Section 1777.5, CONTRACTOR shall be denied the right to bid on any public works contract for up to three (3) years from the date noncompliance is determined and be assessed civil penalties.

- G. In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the California Labor Code, CONTRACTOR is required to secure the payment of compensation to its employees and for that purpose obtain and keep in effect adequate Workers' Compensation Insurance and Employers Liability Insurance. If CONTRACTOR, in the sole discretion of the CITY satisfies the CITY of the responsibility and capacity under the applicable Workers' Compensation Laws, if any, to act as self-insurer, CONTRACTOR may so act, and in such case, the insurance required by this paragraph need not be provided. CONTRACTOR is advised of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code and shall comply with such provisions and have Employer's General Liability limits of \$1,000,000 per accident before commencing the performance of the Work of this Contract. The Notice to Proceed with the Work under this Contract will not be issued, and CONTRACTOR shall not commence the Work, until CONTRACTOR submits written evidence that it has obtained full Workers' Compensation Insurance coverage for all persons whom it employs or may employ in carrying out the Work under this Contract. This insurance shall be in accordance with the requirements of the most current and applicable state Workers' Compensation Insurance Laws. In accordance with the provisions of Section 1861 of the California Labor Code, CONTRACTOR in signing this Contract certifies to the CITY as true the following statement: "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this contract." A subcontractor is not allowed to commence the Work on the project until verification of Workers' Compensation Insurance coverage has been obtained and verified by CONTRACTOR and submitted to the City Engineer for the CITY's review and records.
- H. In accordance with the provisions of Section 1727 of the California Labor Code, the CITY, before making payment to CONTRACTOR of money due under a contract for public works, shall withhold and retain therefrom all wages and penalties which have been forfeited pursuant to any stipulation in the contract, and the terms of Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with Section 1720). But no sum shall be

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withheld, retained or forfeited, except from the final payment, without a full investigation by either the Division of Labor Standards Enforcement or by the CITY.

SECTION 10. PROHIBITED INTERESTS.

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

SECTION 11. INDEPENDENT CONTRACTOR.

- A. All acts of CONTRACTOR, its agents, officers, subcontractors and employees and all others acting on behalf of CONTRACTOR relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of CITY. CONTRACTOR, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of CITY. CONTRACTOR has no authority or responsibility to exercise any rights or power vested in CITY. No agent, officer, or employee of CITY is to be considered an employee of CONTRACTOR. It is understood by both CONTRACTOR and CITY that this Agreement shall not, under any circumstances, be construed or considered to create an employer-employee relationship or a joint venture.
- B. CONTRACTOR, its agents, officers, subcontractors and employees are and, at all times during the Term of this Agreement, shall represent and conduct themselves as independent contractors and not as employees of CITY.
- C. CONTRACTOR shall determine the method, details and means of performing the Work. CONTRACTOR shall be responsible to CITY only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to CITY's control with respect to the physical action or activities of the CONTRACTOR in fulfillment of this Agreement. CONTRACTOR has control over the manner and means of performing the services under this Agreement. CONTRACTOR is permitted to provide services to others during the same period as it provides services to CITY under this Agreement. If necessary, CONTRACTOR has the responsibility for employing other persons or caterers to assist CONTRACTOR in fulfilling the terms and obligations under this Agreement.

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- D. If in the performance of this Agreement any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by the CONTRACTOR.
- E. It is understood and agreed that as an independent contractor and not an employee of CITY neither the CONTRACTOR nor CONTRACTOR'S assigned personnel shall have any entitlement as a CITY employee, right to act on behalf of CITY in any capacity whatsoever as an agent, or to bind CITY to any obligation whatsoever.
- F. As an independent contractor, CONTRACTOR hereby indemnifies and holds CITY harmless from any and all claims that may be made against CITY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

SECTION 12. CONFLICTS OF INTEREST. CONTRACTOR hereby warrants for itself, its employees, and subcontractors that those persons presently have no interest and shall not obtain any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having such conflicting interest shall be employed by or associated with CONTRACTOR in connection with this project. CONTRACTOR hereby warrants for itself, its employees, and subcontractors that no such person shall engage in any conduct which would constitute a conflict of interest under any CITY ordinance, state law or federal statute. CONTRACTOR agrees that a clause substantially similar to this Section shall be incorporated into any sub-contract that CONTRACTOR executes in connection with the performance of this Agreement.

SECTION 13. NON-DISCRIMINATION. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. CONTRACTOR and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, Section 12990 et seq.) and the applicable regulations promulgated hereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform the

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Work under this Agreement.

SECTION. 14. INDEMNIFICATION.

- A. To the fullest extent permitted by law, CONTRACTOR hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless CITY and CITY's elected and appointed officials, officers, attorneys, agents, employees, volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of CONTRACTOR or any of CONTRACTOR's officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to this Agreement and the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by CONTRACTOR and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law or elsewhere under this Agreement. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against any one or more of the Indemnitees shall be conclusive in favor of the Indemnitees' right to recover under this indemnity provision. CONTRACTOR shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverage(s) which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees. Accountants, attorneys, or other professionals employed by Indemnitor to defend Indemnitees shall be selected by Indemnitees. CONTRACTOR, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent active or passive negligence by the Indemnitees.

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- B. CONTRACTOR's obligations under this or any other provision of this Agreement will not be limited by the provisions of any workers compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to the Indemnities.
- C. CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations for the benefit of CITY, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend CITY, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged, intentional, reckless, negligent or otherwise wrongful acts, errors or omissions of CONTRACTOR or any of its officers, employees, servants, agents, subcontractors, volunteers or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- D. CITY does not, and shall not; waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense. CONTRACTOR agrees that CONTRACTOR's covenant under this Section shall survive the termination of this Agreement.
- E. CONTRACTOR shall fully comply with the workers' compensation laws regarding CONTRACTOR and CONTRACTOR's employees. CONTRACTOR further agrees to indemnify and hold CITY harmless from any failure of CONTRACTOR to comply with applicable workers' compensation laws. CITY shall have the right to offset against the amount of any fees due to CONTRACTOR under this Agreement any amount due to CITY from CONTRACTOR as a result of CONTRACTOR's failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

SECTION 15. INSURANCE.

- A. CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:
 - 1. Commercial General Liability Insurance with minimum limits of One Million Dollars

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(\$1,000,000) for each occurrence and in the aggregate for any personal injury, death, loss or damage.

2. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
 3. Worker's Compensation insurance as required by the State of California.
- B. CONTRACTOR shall require each of its sub-consultants or sub-contractors to maintain insurance coverage that meets all of the requirements of this Agreement.
 - C. The policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
 - D. CONTRACTOR agrees that if it does not keep the insurance required in this Agreement in full force and effect, CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONTRACTOR'S expense, the premium thereon.
 - E. Prior to commencement of Work under this Agreement, CONTRACTOR shall file with CITY's Risk Manager a certificate or certificates of insurance showing that the insurance policies are in effect and satisfy the required amounts and specifications required pursuant to this Agreement.
 - F. CONTRACTOR shall provide proof that policies of insurance expiring during the Term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
 - G. The general liability and automobile policies of insurance shall contain an endorsement naming CITY, its elected officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns as additional insureds. All of the policies shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to CITY. CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
 - H. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the CITY, its

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officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

- I. All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR, and CONTRACTOR's employees, agents, subcontractors, or volunteers from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY, its officials, officers, employees, agents and volunteers.
- J. Any deductibles or self-insured retentions must be approved by CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.
- K. If CONTRACTOR is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its managers, affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds.
- L. Procurement of insurance by CONTRACTOR shall not be construed as a limitation of CONTRACTOR's liability or as full performance of CONTRACTOR's duties to indemnify, hold harmless and defend under Section 15 of this Agreement.
- M. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from CONTRACTOR payments. In the alternative, CITY may cancel this Agreement effective upon notice.
- N. CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

SECTION 16. RECORDS AND INSPECTION. CONTRACTOR shall keep, and require subcontractors to keep, such books and records as shall be necessary to document the performance of the Work and enable the CITY to evaluate the performance of the Work. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of CITY, including the right to inspect, copy, audit, and make records and transcripts from such records. Such records shall be maintained for a period of four (4) years following completion of the services hereunder, and the CITY shall have access to such records in the event any audit is required.

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SECTION 17. TERMINATION.

- A. Termination for Convenience. CITY may immediately terminate this Agreement for convenience, without cause and without penalty or liability at any time upon the issuance of written notice to CONTRACTOR specifying the effective date of such termination. Such termination for convenience shall be made in writing signed by either the City Representative, the City Manager or the Assistant City Manager. CONTRACTOR may only terminate this Agreement for cause.
- B. Termination for Cause. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth in this Section or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement. An Event of Default shall include, but shall not be limited to the following: (i) CONTRACTOR's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (ii) CONTRACTOR's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iii) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary or involuntary; (iv) CONTRACTOR's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (v) CITY's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false or erroneous in any material respect, including any statement, representation or warranty set forth in the Equipment Specifications.
1. CONTRACTOR shall cure the following Event of Default within the following time periods:
 - i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the

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Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this subsection that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or

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

If an Event of Default relates to a material falsehood or misrepresentation set forth in **Exhibit "B"** that is not susceptible to a cure, CITY in its sole and absolute discretion may elect to treat the falsehood or misrepresentation as a breach of this Agreement or waive the falsehood or misrepresentation. The foregoing notwithstanding, the prior waiver of a falsehood or misrepresentation as an Event of Default shall not operate as a waiver or any other falsehood or misrepresentation later discovered by CITY.

2. Except as otherwise specified in this Agreement, CITY shall cure any Event of Default asserted by CONTRACTOR within thirty (30) calendar days of CONTRACTOR's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 30-day cure period. Prior to the expiration of the 30-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONTRACTOR shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR's Default Notice to CITY.
3. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR's performance under this Agreement (or the performance of any specific task or function performed by CONTRACTOR under this Agreement) pending CONTRACTOR's cure of any Event of Default by giving CONTRACTOR written notice of CITY's intent to suspend CONTRACTOR's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of

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an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.

4. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
5. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to CONTRACTOR, the CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONTRACTOR, the CITY may extend the time of performance;
 - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR's breach of the Agreement or to terminate the Agreement; or
 - iv. The CITY may exercise any other available and lawful right or remedy.

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

6. In the event CITY is in breach of this Agreement, CONTRACTOR's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the services required by this Agreement.

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

SECTION 18. FORCE MAJEURE. The Completion Date shall be extended in the event of any delays due to unforeseeable causes beyond the control of CONTRACTOR and without the fault or negligence of CONTRACTOR, including but not limited to severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the CITY, if the CONTRACTOR shall within three (3) calendar days of the commencement of such delay notify the City Representative in writing of the causes of the delay. The City Representative shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the City Representative such delay is justified. The City Representative's determination shall be final and conclusive upon the parties to this Agreement. In no event shall CONTRACTOR be entitled to recover damages against the CITY for any delay in the performance of this Agreement, however caused, CONTRACTOR'S sole remedy being extension of the Agreement pursuant to this Section.

SECTION 19. NOTICES. Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during CONTRACTOR's and CITY's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing.

If to CITY:

City of San Fernando
117 Macneil Street
San Fernando, CA 91340
Attn: RCS Department
Phone: (818) 898-1290

If to CONTRACTOR:

A&M Catering
13158 Bradley Ave, Sylmar CA
Attn: Cynthia Deleon
Phone: (818) 709-5385

SECTION 20. PROHIBITION. CONTRACTOR shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without CITY's prior written consent, and any attempt to do so shall be void and of no effect. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

SECTION 21. ATTORNEY FEES. In the event that CITY or CONTRACTOR commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party

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shall be entitled to recover its costs of suit, including reasonable attorney's fees.

SECTION 22. ENTIRE AGREEMENT. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. Except as expressly provided in this Agreement or its Exhibits, in the event of any conflict or inconsistency between the express provisions of this Agreement and provisions of any document incorporated by reference, the provisions of this Agreement shall prevail and control. This instrument contains the entire Agreement between CITY and CONTRACTOR with respect to the subject matter herein. No other prior oral or written agreements are binding on the parties. Any modification of this Agreement will be effective only if it is in writing and executed by both CITY and CONTRACTOR.

SECTION 23. GOVERNING LAW; JURISDICTION. This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

SECTION 24. SEVERABILITY. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

SECTION 25. CAPTIONS. The captions used in this Agreement are solely for reference and the convenience of the Parties. The captions are not a part of the Agreement, in no way bind, limit, or describe the scope or intent of any provision, and shall have no effect upon the construction or interpretation of any provision herein.

SECTION 26. EXECUTION. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

(Signature Page to Follow)

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

CITY OF SAN FERNANDO

A & M CATERING:

By: _____
Nick Kimball, City Manager

By: _____

Date: _____

Name: _____

Title: _____

APPROVED AS TO FORM

Date: _____

By: _____
Richard Padilla, Assistant City Attorney

Date: _____

NOTICE INVITING BIDS

Notice is hereby given that sealed proposals will be received by the City of San Fernando, California, for furnishing the following:

On-Site catering for Las Palmas Senior Club

in strict accordance with the Specifications on file in the office of the SAN FERNANDO FINANCE DEPARTMENT, 117 Macneil Street, San Fernando, California, 91340. Copies of specifications and proposal documents may be obtained from the City's website at SFCITY.ORG/rfps-rfqs-nibs-nois/.

One original and one electronic copy of the proposal must be submitted to the RECREATION AND COMMUNITY SERVICES DEPARTMENT in a sealed envelope at CITY HALL, 117 Macneil Street, San Fernando, California, 91340, not later than **5:30 p.m. on Friday, August 11, 2023**. In lieu of providing an original copy, proposals will also be accepted electronically via email and must be received prior to the deadline indicated above. Any bidder may withdraw their proposal, without obligation, at any time prior to the scheduled closing time for receipt of proposals. A withdrawal will not be effective unless made personally or by telephonic notification received prior to the closing date. Proposals may later be referred to the City Council for appropriate action. The City reserves the right to reject any or all proposals as the best interests of the City may dictate.

By: _____
Julia Fritz, City Clerk

Published in **The San Fernando Sun** on **July 20, 2023**.

REQUEST FOR PROPOSALS



The Recreation and Community Services Department is requesting proposals
for:

On-site catering for Las Palmas Senior Club

RELEASE DATE: July 20, 2023

RESPONSE DUE: August 11, 2023

GENERAL INFORMATION

The City of San Fernando is interested in contracting with an experienced and specialized caterer to provide on-site catering through the remainder of Fiscal Year 2023-2024 (September 5, 2023 – June 30, 2024) with the option of extending the agreement for an additional Fiscal Year (July 1, 2024 – June 30, 2025). The City will notify the caterer in writing within 60 days of expiration should the agreement be extended. The services, conditions, and cost of the original agreement will remain in force. The Scope of Work describes the services and conditions required in this Request for Proposals (RFP).

BACKGROUND

The Recreation and Community Services Department (RCS) oversees the Las Palmas Senior Citizens Club. The Club hosts monthly dances and some of the dances include a sit down dinner. This RFP is for catering services for those dances that provide a dinner, which attract approximately 300 guests (plus or minus 20 guests). The Scope of Work below lists the dances that will require catered meal services. Each dance is held at Las Palmas Park- 505 S. Huntington Street. Parking is reserved for catering truck(s) to park next to the dance venue entrance. The menu for each dance meal will be selected by the Club's Advisory Board and approved by the RCS Supervisor.

The City believes that the open competition for services and products provides the City with the best results for its public dollars. The City is seeking responsive and competitive proposals from experienced and qualified caterers to provide catered meals for the Las Palmas Senior Club dances. Interested caterers submitting a proposal should become familiar with the Scope of Work detailed in this RFP. What follows is a description of the technical environment, contractor staffing, qualifications, and performance expectations.

INSTRUCTIONS TO SUBMITTING CATERERS

A. Examination of Proposal Documents

By submitting a proposal, the prospective caterer 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 a creative, cost-effective & service-oriented manner.

B. Questions/Clarifications

Please direct any questions regarding this RFP to Julian Venegas, Recreation and Community Services Director, via e-mail at jvenegas@scfcity.org. Questions must be received by 5:30 p.m. on **Friday, July 28, 2023**. All questions received prior to the deadline will be collected and responses to all questions will be posted to the city's website/Business at <http://ci.san-fernando.ca.us/rfps-rfq-s-nibs-nois> by **Friday, August 4, 2023**.

C. Submission of Bid Proposals

All bid proposals can be submitted via mail or email. Mail proposals to 117 Macneil Street, San Fernando CA 91340 c/o Recreation and Community Services Department Proposal must be marked to read "City of San Fernando On-Site Catering". The electronic submission shall be sent to Julian Venegas at jvenegas@sfcity.org and the subject line of the email shall read, "City of San Fernando RFP – On-site Catering". Proposals must be received no later than Friday, **August 11, 2023, at 5:30 p.m.** All proposals received after that time will not be accepted.

D. Withdrawal of Proposals

A caterer 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 caterer.

E. Rights of the City of San Fernando

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

The City reserves the right to:

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

F. Contract Type

It is anticipated that a standard form Professional Services Agreement contract will be signed subsequent to the City Council review and approval of the recommended caterer. A sample of said contract is included in this RFP as Exhibit "A".

G. Collusion

By submitting a proposal, each prospective caterer 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 caterer 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 caterer has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal.

SCOPE OF WORK

The following section describes the specific services requested by this Request for Proposal. The City of San Fernando is requesting on-site catering services from qualified and experienced caterers to support the City's Las Palmas Senior Citizens Club dinner dances. The catering service takes place on-site adjacent to the Las Palmas Park Gymnasium located at 505 S. Huntington St. San Fernando, CA 91340.

The selected Caterer will work closely with RCS staff to ensure that the menu, set-up, food served, and cleanup is completed in an efficient manner. The caterer's proposed cost shall include all labor, food and supplies needed to service 300 guest (+/- 20) at the following dances:

Special Dinner Dance Calendar

Event: Thanksgiving Dance- November 18, 2023

- Time: 5:00 pm – 7:00 pm
- Attendance: 300 people

Event: Christmas Dance- December 16, 2023

- Time: 5:00 pm – 7:00 pm
- Attendance: 300 people
- Date will either be the first, second, or third Saturday in December

Event: Mother's Day Dance- May 2024 (date to be determined)

- Time: 5:00 pm – 7:00 pm
- Attendance: 320 people

Event: Father's Day Dance- June 2024 (date to be determined)

- Time: 5:00 pm – 7:00 pm
- Attendance: 320 people

Additional requirements such as order placement, staffing, on-site cooking, and problem resolution are required in this RFP. The caterer will be asked to provide these services as described of below.

Description of on-site catering needs:

Order Placement Process

- Catering orders will be placed at least one month in advance.
- Menu selection will be made at least one month in advance.
- Meals for 300 people will be ordered for each dance, with Mother's Day and Father's Day having potentially up to 320 meals per dance.
- Menu must be approved by City staff.

Staffing

- The caterer shall not take direction with any non-authorized personnel, and the City will not be financially responsible for orders the caterer accepts by non-authorized personnel.
- The caterer shall provide enough staffing to cook meals on time and replenish food as it runs out. Normally this includes but not limited to: A head chef, 2 cooks, 2 runners, 2 dessert/salad, and 2 meat cutters
- The caterer will communicate with the City when they will be arriving, cooking/prepping meals, and must be ready to serve no later than 5 p.m. and finish serving all meals by 6:40 p.m.
- The City will work the selected caterer's staff so they understand the meal distribution plan.

On-site cooking, Set-up and clean up

- 200 feet of street parking will be reserved for the food truck(s) and staff parking in front of the gym doors on Huntington Street.
- The caterer will arrive with enough time needed to prepare and cook the dinner.
- All meals must be fully prepared and ready to serve no later than 5 p.m.
- Side dishes shall be delivered by aluminum trays and on chafing dishes.
- Meats shall be delivered to the gym and be hand cut and placed on people's plates.
- The caterer shall provide all of the plates, utensils, napkins, serving utensils, condiments, and other items needed dependent on the menu.
- The caterer will ensure that all chafing dishes, serving utensils, and other belongings are cleared out no later than 7:00 p.m.
- The caterer will be responsible for removal of all trash generated by the meal preparation.
- The City will provide tables and tablecloths.

Problem Resolution

- The City requires direct access to the caterer's management representative in order to have direct and accurate information regarding a problem.
- The caterer will ensure prompt problem resolution, with appropriate and concise follow-up to the City's RCS Supervisor within 7 business days of receiving the request for problem resolution.

The proposed term of the contract is one year, starting July 1, 2023, and ending June 30, 2024 with the option to extend the agreement for an addition Fiscal Year (July 1, 2024 – June 30, 2025).

SCHEDULE FOR SELECTION

RFP Available:	July 20, 2023
Deadline for submittal of Questions:	July 28, 2023
Response to Questions:	August 4, 2023
Deadline for submittal of Proposal:	August 11, 2023
Agreement Presented to Council for Review & Approval:	September 5, 2023

METHOD OF SELECTION AND NOTICES

The Recreation and Community Services Director will evaluate the information provided in the submitted proposals using the following criteria as a guideline:

- Completeness and Comprehensiveness
- Ability to work effectively and in close collaboration with the City
- Responsiveness to City's issues
- Experience of the caterer providing similar services to other municipalities
- Cost-effectiveness
- Quality of proposed staff

INFORMATION TO BE SUBMITTED

1. Prospective Caterers must submit one digital copy of their proposal via email.
2. Include a *Proposal Summary* Section

This section shall discuss the highlights, key features, and distinguishing points of the Proposal. A separate sheet shall include all the contact people on the Proposal and how to communicate with them.

3. Include a *Profile of the Proposing Caterer(s)* Section

This section shall include a brief description of the Caterer, including size, location of office(s), number of years providing service, the organizational structure of the responsible division, etc.

Additionally, this section shall include a listing of any lawsuit and the result of that action resulting from (a) any public project undertaken by the Caterer where litigation is still pending or has occurred within the last five years or (b) any type of project where claims or settlements were paid by the Caterer or its insurers within the last five years.

2. Include a *Qualifications of the Caterer* Section

EXHIBIT "A"
CONTRACT NO. 2195

This section shall include a brief description of the Caterer's qualifications and previous experience on similar or related projects. Provide a description of pertinent project experience with other public municipalities (maximum of four), if any, that includes a summary of the work performed, the total project cost, the period over which the work was completed, and the name, title, and phone number of clients to be contacted for references. Give a brief statement of the Caterer's adherence to the schedule and budget for each project.

3. Include a *Work Plan* Section

In this section, present a well-conceived service plan. This section of the proposal shall establish the Caterer's understanding of the City's objectives and work requirements and the Caterer's ability to satisfy those objectives and requirements. Describe the proposed approach for addressing the scope of service, outlining the approach that would be undertaken in providing the requested services. Include a timetable for providing the service. Describe related service experience by the Caterer in similar work. Please describe the role, extent of services (number of people used, engagement duration, and contract value).

4. Include a *Project Staffing* Section

In this section, discuss how the Caterer would propose to staff this project(s). Caterer's key project team members shall be identified by name, specific responsibilities on the project and their qualifications. An organizational chart for the project team and resumes for key Caterer personnel shall be included. Key Caterer personnel will be an important factor considered by the RCS Director. **There can be no change of key personnel once the proposal is submitted, without prior approval of City.**

5. Include a *Proposal Costs Sheet and Rates* Section

In this section, include the proposed costs to provide the services desired. Include any other cost and price information that would be contained in a potential agreement with the City.

In addition, include the costs for any other services that are considered optional additions. This includes menu options at various price points.

A&M Catering 13158 Bradley Ave, Sylmar CA Proposal Senior Club Events

Founded in 1980 by Antonio Deleon, is a family-owned culinary business headquartered in Sylmar. The company has been committed to delivering culinary excellence and exceptional dining experiences to its clients. With 10 employees, A&M Catering has served thousands of meals throughout Southern California.

In 2020, Antonio's children, Alex and Cynthia, took ownership of the company and continued the family tradition of providing top-notch catering services. They bring together a harmonious blend of treasured family recipes passed down through generations and modern culinary flair, resulting in unique and unforgettable culinary offerings. A&M Catering has had the privilege of serving their delectable creations at various prestigious venues across Los Angeles.

These venues include major movie studios such as Fox, CBS, Sony, Disney, and Paramount Pictures, where they have left a lasting impression on their clients with their exceptional culinary delights. A&M is fully insured with liability and has a valid LA County Health permit and is inspected every year and has never received a violation in the company's history. All staff working in the kitchen have California Safe Serve Permit and other certifications.

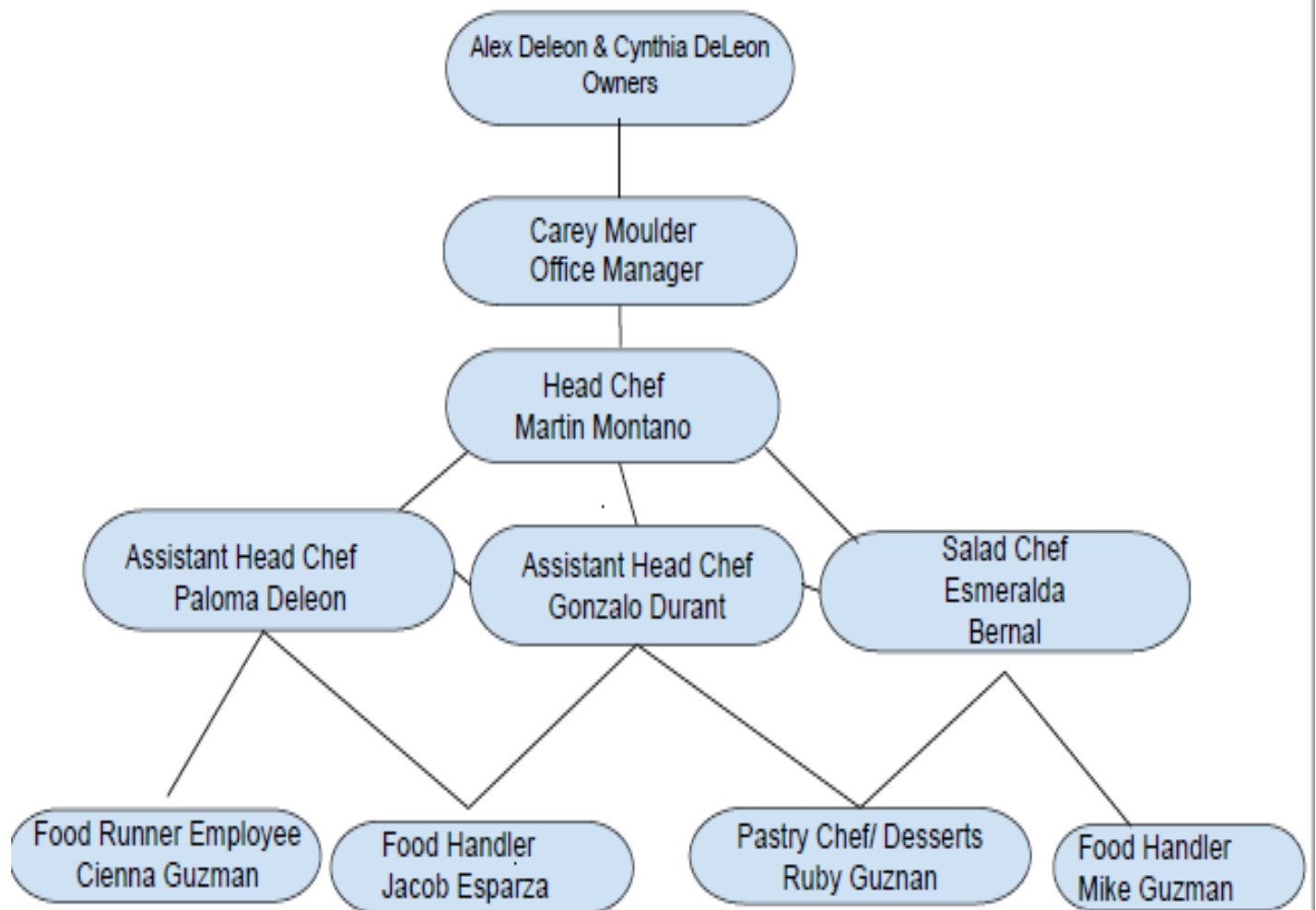
In addition to serving Hollywood's elite, A&M Catering has also been a dedicated partner to various local organizations and community events. For the past ten years, they have proudly provided catering services to the Las Palmas Senior Club in San Fernando, creating delightful culinary experiences for the seniors in the community.

They have also supported the St. Ferdinand Church, a non-profit organization, with their exceptional catering services for various events and gatherings.

Furthermore, A&M Catering has been a valuable contributor to the Sun Valley Falcons Football Program and the Northridge Knights Football Program, enhancing the experiences of players, coaches, and supporters during their events.

Their dedication to community involvement extends to the Alemany High School Baseball Program, where A&M Catering enriches the experiences of the baseball players and their families with their expertise and delicious dishes. Over the years, A&M Catering has become a beloved and cherished part of Los Angeles' culinary landscape, uniting hearts and palates with each exceptional dish they serve.

Their commitment to quality, passion for food, and active involvement in various community initiatives have solidified their reputation as a respected and sought-after catering service in the city.



Organization Chart:

Owners: Alex Deleon & Cynthia DeLeon

Alex Deleon: Alex has over 15 years of experience in the restaurant industry, having worked in various roles from line cook to head chef in esteemed establishments. With a passion for culinary arts and business acumen, Alex co-founded the restaurant to bring unique flavors and experiences to their customers.

Cynthia DeLeon: Cynthia holds a degree in business management and has extensive experience in restaurant operations and customer service. Together with Alex, she co-founded the restaurant to create a warm and welcoming atmosphere for guests.

Carey Moulder - Office Manager Carey has a background in hospitality management and administration. With several years of experience in managing office operations and customer relations, Carey plays a crucial role in ensuring smooth day-to-day functioning of the restaurant. They handle reservations, employee schedules, and oversee general administrative tasks.

Head Chef: Martin Montano

Martin Montano is a seasoned chef with over 20 years of experience in the culinary world. Having worked in renowned restaurants and earned accolades for his innovative dishes, he brings creativity and leadership to the kitchen. Martin oversees menu development, kitchen operations, and ensures the highest quality of food preparation.

Assistant Head Chef:

Paloma Deleon Paloma is the Wife of Alex Deleon and a talented chef in her own right. She has worked alongside Martin for many years, learning the intricacies of the culinary arts. With her dedication and expertise, Paloma assists Martin in menu planning, training kitchen staff, and maintaining the restaurant's high standards.

Assistant Head Chef:

Gonzalo Durant Gonzalo is an experienced chef with a specialization in salads and cold dishes. He brings over a decade of expertise in preparing refreshing and healthy salads that complement the restaurant's offerings.

Gonzalo works closely with Martin and Paloma to ensure a diverse and delightful menu.

Salad Chef:

Esmeralda Bernal Esmeralda is a skilled salad chef with a passion for fresh and vibrant ingredients. She has worked in reputable restaurants, honing her skills in salad preparation and presentation. Esmeralda takes care

of crafting delicious salads and maintaining the salad station in the kitchen. Food Runner Employee: Cienna Guzman Cienna is a dedicated food runner with a keen eye for detail and exceptional organizational skills. She ensures that dishes leave the kitchen promptly and reach the correct tables, providing seamless service to

diners.

Pastry Chef/Desserts:

Jacob Esparza Jacob is a talented pastry chef with a flair for creating delectable desserts. Trained in classic and contemporary dessert techniques, he curates a delightful dessert menu that complements the savory offerings. Jacob's desserts are a highlight of the restaurant's dining experience.

Food Handler:

Ruby Guzman Ruby is a skilled food handler responsible for assisting in food preparation and maintaining a clean and organized kitchen. She follows all food safety standards and works diligently to support the kitchen team.

Food Handler: Mike Guzman Mike is another valuable food handler on the team. He brings enthusiasm and a strong work ethic to the kitchen, ensuring that ingredients are well-prepared and the kitchen area is kept tidy

. Each member of the staff brings unique skills and experiences that contribute to the success of the restaurant, making it a cherished dining destination for its patrons.

Work Plan

A&M Catering is committed to providing a seamless and exceptional catering experience for the upcoming event. To ensure a successful outcome, we have meticulously designed a comprehensive work plan, outlining the activities we will undertake before, during, and after the catered meal. Our work plan aligns with the City's needs, as detailed on page 6, and incorporates specific timelines to guarantee timely execution.

One Month Before the Event:

- Review City's Requirements: A&M will thoroughly examine the City's needs, as outlined on page 6, to understand the specific event requirements and expectations.
- Initial Consultation: A&M's catering team will meet with the City's representatives to discuss event details, such as the theme, dietary preferences, and any customizations needed.
- Share Menu Selections: A&M will present a diverse range of menu options tailored to the City's needs and preferences. We will finalize the menu after incorporating feedback and suggestions from the City.

Three Weeks Before the Event:

- Finalize Contract and Logistics: A&M will ensure that all contractual agreements are in place and double-check logistics, such as the event venue, setup arrangements, and equipment requirements.
- Coordinate with Suppliers: We will communicate with our trusted suppliers to guarantee the availability of the highest quality and freshest ingredients for the menu.

Two Weeks Before the Event:

- Confirm Attendee Count: A&M will request a final headcount from the City to ensure sufficient portions are prepared to accommodate all attendees.
- Prepare Schedule: A detailed event schedule will be created, including the timeline for food preparation, setup, and service.

One Week Before the Event:

- Purchase Food and Ingredients: A&M's culinary team will procure all necessary ingredients and food items, adhering to our commitment to fresh and locally sourced produce.
- Organize Staffing: We will assemble a skilled and experienced catering team, including chefs, servers, and event coordinators, to ensure a seamless execution on the day of the event.

Day Before the Event:

- Preparations: A&M will commence food preparation, ensuring that all dishes are made with precision and attention to detail.
- Equipment Check: Our team will inspect and test all catering equipment to avoid any last-minute technical issues during the event.

Day of the Event:

- Set-Up: A&M will arrive at the venue early to set up the catering stations, ensuring an aesthetically pleasing presentation that complements the event's theme.
- Coordination: Our event coordinators will liaise with the City's representatives to ensure everything runs smoothly, from the start of the event until its conclusion.

After the Event:

- Clean-Up: A&M will efficiently clean up the event area, leaving it in the same condition as when we arrived.
- Feedback Collection: We value feedback and will seek the City's input to further improve our services for future events.

By adhering to this work plan, A&M Catering is dedicated to surpassing the City's expectations and creating an unforgettable catered meal experience for all attendees.

DATE Tenative Dates	Time	HEAD COUNT	TWO PROTEIN OPTIONS Sides Salads and Deserts	SUB. TOTAL	Labor for 6 Emplepoy
Nov 2023	5-7pm	300	\$30.00	\$9,000.00	Included in Price
Dec 2023	5-7pm	300	\$30.00	\$9,000.00	Included in Price
May 2024	5-7pm	300	\$30.00	\$9,000.00	Included in Price
June 2024	5-7pm	300	\$30.00	\$9,000.00	Included in Price
July 2024	5-7pm	300	\$30.00	\$9,000.00	Included in Price

	Meal Count	Meals	Drinks
TOTALS	1500	\$45,000.00	\$0.00

CATERING SUPPLIES, Exlample's Cup, Plates, Napikins, Untencles, Togo box's	GAS & PROPANE & STERNOS CHARCOAL & WOOD (3 Trucks) 1 (Catering truck) 1 (Support Truck) 1 (Support Van)	10.50% TAX	Sub-Total
Included in Price	Included in Price	\$945.00	\$9,945.00
Included in Price	Included in Price	\$945.00	\$9,945.00
Included in Price	Included in Price	\$945.00	\$9,945.00
Included in Price	Included in Price	\$945.00	\$9,945.00
Included in Price	Included in Price	\$945.00	\$9,945.00

Utenilzs	Gas and transpo	Taxs	Grand Total
\$0.00	\$0.00	\$4,725.00	\$49,725.00

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Alejandro Mendez, Water Superintendent

Date: September 5, 2023

Subject: Consideration to Approve a Contract Amendment with FS Contractors, Inc. for Reservoir No. 2A/5 Site Improvement Project, Job No. 7611, Plan No. P-738

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a contract amendment (Attachment “A” – Contract No. 2092(b)) and necessary change orders with FS Contractors, Inc. (FS Contractors); and
- b. Authorize the City Manager to execute the contract amendment and the change orders.

BACKGROUND:

1. On June 23, 2022, a Notice Inviting Bids for the Reservoir No. 2A/5 Site Improvements Project was released.
2. On July 14, 2022, the City Clerk Department received one (1) bid for Reservoir No. 2A/5 Site Improvements. Staff analyzed the bid and determined that the bid from FS Contractors was the lowest responsive bid.
3. On August 1, 2022, the City Council awarded Contract No. 2092 (Attachment “B”) to FS Contractors (Contractor) in the amount of \$364,125 and authorized the City Manager to approve change orders not to exceed 10% of contract amount.
4. On September 20, 2022, a Notice to Proceed was issued to the Contractor.
5. On June 9, 2023, work was completed by the Contractor.

Consideration to Approve a Contract Amendment with FS Contractors, Inc. for Reservoir No. 2A/5 Site Improvement Project, Job No. 7611, Plan No. P-738

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ANALYSIS:

In November 2009, Groundwater Well No. 3 was taken offline due to elevated nitrate levels and it has remained inactive to date. The increased nitrate levels also impacted the productivity of Groundwater Well No. 2A. In April 2022, high nitrate levels prompted the shutdown of Well No. 2A. Consequently, the City had to import water from Metropolitan Water District (MWD) to meet its needs until an effective nitrate treatment system could be established for the City's groundwater wells.

To reactivate Groundwater Well No. 3, the City procured the treatment system from Envirogen Technologies in late 2022. This system mirrored the treatment technology utilized for Well No. 7A. During the four-year span following the purchase of the Well No. 7A system, Envirogen Technologies had innovated and refined their original treatment systems. This development necessitated infrastructure enhancements at the 12900 Dronfield Avenue site. These enhancements were vital to interconnect treatment systems, rendering them functional in tandem.

Expanded Scope of Work.

The initial scope of the work included site improvements required to install the second nitrate treatment system at 12900 Dronfield Avenue. Despite an existing foundation pad and underground piping prepared for the second unit, additional modifications to the site were necessary to accommodate the new treatment unit because Envirogen Technologies, Inc. revised the configuration of the treatment units, following the procurement of the system. Site modifications included extending the current foundation pad to house the new unit and rerouting the underground piping for seamless integration with the new treatment unit. Additional work included the installation of a new electrical panel and conduits to power the new treatment unit. Envirogen Technologies, Inc. also recommended upgrading existing electrical components to be compatible with the new unit. Unforeseen work and weather-related delays collectively extended the project's duration beyond its initial estimate.

As part of the proposal and agreement with Envirogen Technologies, Inc., the City was responsible for installing various components to the system. These tasks included installation of the necessary electrical supply to power the control system, all on-site piping, connection and interface to the Supervisory Control and Data Acquisition (SCADA) system, and waste connection. While staff was initially scheduled to construct some of these components in-house, due to staff shortages and the urgency of the timeline, FS Contractors undertook the work. As a result, the scope of work expanded resulting in a need for change orders to ensure its successful completion. Additionally, the City Electrician does not handle high voltage installations, which were a critical part of the installations required for the treatment unit.

Pursuant to Section 2-826.5.b. of San Fernando City Code (SFCC), in urgency situations where stopping the work will result in severe repair or replacement delays and subject the City to

Consideration to Approve a Contract Amendment with FS Contractors, Inc. for Reservoir No. 2A/5 Site Improvement Project, Job No. 7611, Plan No. P-738

Page 3 of 3

excessive additional costs due to the delay in the project, the City Manager may approve such change order and shall give notice to the City Council at the next City Council meeting. The project design engineer, CWE, designed the plans to the best of their ability based on information provided by Envirogen Technologies, Inc. However, during construction phase, certain unforeseen items surfaced that necessitated installation, yet were not initially accounted for in the project original scope. This situation was compounded by weather-related delays, further impacting the project's timeline.

These change order increases were imperative for the treatment systems to be fully operational in order to avoid substantial costs from further project delays, including the purchase of MWD imported water. The City has been importing MWD water since April 2022 at an average cost of \$250,000 per month due to the City's groundwater wells having elevated nitrates causing them to be offline. The City had an inspection scheduled with the Department of Drinking Water (DDW) that created a deadline to have the project completed by a certain date. The City was able to meet the deadline for the DDW inspection and are now awaiting operational approval contingent on clean sample results, which generally takes 15-20 days to receive.

BUDGET IMPACT:

Six change orders totaling \$74,496 were issued in order to complete the work. The change orders covered electrical and plumbing work pertinent to have a fully operational system. This amount exceeded the contingency amount available for the project.

The original appropriation for this project from Water Funds was \$400,538. The original contract amount, excluding contingency was \$364,125. The additional work assigned to the contractor caused an increase to the contract with FS Contractors with a new contract amount of \$441,371 resulting in an additional funding need of \$40,834. Sufficient funding is included in the Fiscal Year 2022-2023 Adopted Budget for the Water Fund to cover this overage.

The project has been completed and no further funding is expected for this project.

CONCLUSION:

It is recommended that the City Council approve a contract amendment and necessary change orders with FS Contractors, and authorize the City Manager to execute the contract amendment and change orders.

Consideration to Approve a Contract Amendment with FS Contractors, Inc. for Reservoir No. 2A/5 Site Improvement Project, Job No. 7611, Plan No. P-738

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ATTACHMENTS:

- A. Contract No. 2092(b)
- B. Contract No. 2092, including:
 - Exhibit A: Contractor's Proposal
 - Exhibit B: List of Subcontractors
 - Exhibit C: Bidder's Bond
 - Exhibit D: Warranty Performance and Payment Bond
 - Exhibit E: Performance Bond

2023
SECOND AMENDMENT TO CONSTRUCTION CONTRACT
(FS Contractors, Inc. – Reservoir 2A/5 – Site Improvement,
12900 Dronfield Avenue Plans (P-738) and Specifications (Job No. 7611))

THIS 2023 SECOND AMENDMENT ("Second Amendment") to that certain agreement entitled "Construction Contract – FS Contractors, Inc. Reservoir 2A/5 – Site Improvement, 12900 Dronfield Avenue Plans (P-738) And Specifications (Job No. 7611)" originally executed the 18th day of August 2022 by and between the CITY OF SAN FERNANDO, a municipal corporation and general law city ("CITY") and FS CONTRACTORS, INC., a California corporation (hereinafter, "CONTRACTOR" is made and entered into this 5th day of September 2023 ("Effective Date"). For purposes of this Second Amendment, the capitalized term "Parties" shall be a collective reference to both CITY and CONTRACTOR. The capitalized term "Party" may refer to either CITY or CONTRACTOR interchangeably as appropriate.

RECITALS

WHEREAS, the Parties executed and entered into a Construction Contract dated August 1, 2022 and entitled "Professional Services Agreement – FS Contractors, Inc. – Reservoir 2A/5 – Site Improvement, 12900 Dronfield Avenue Plans (P-738) And Specifications (Job No. 7611)," Contract No. 2092 (hereinafter, the "Master Agreement"); and

WHEREAS, the work contemplated under the Master Agreement could not be completed within the Term of the Master Agreement for reasons not completely within the control of the Parties; and

WHEREAS, the Parties now wish to modify the Master Agreement further for purposes of modifying the Master Agreement's compensation terms; and

WHEREAS, execution of the First Amendment was approved by the City Manager on November 15, 2022.

WHEREAS, execution of this Second Amendment was approved by the San Fernando City Council ("City Council") at its Regular Meeting of September 5, 2023.

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 as defined under Section 4.1 of the Master Agreement is hereby amended to terminate on June 30, 2023.

The Not-to-Exceed Sum as defined under Section 3.1 of the Master Agreement is hereby amended to mean and refer to the sum of Four Hundred Forty-One Thousand Three Hundred Seventy Dollars and Ninety-Eight Cents (\$441,370.98).

SECTION 2. Except as otherwise set forth in this Second Amendment, the Master Agreement shall remain binding, controlling and in full force and effect. The provisions of this Second Amendment shall be deemed a part of the Master Agreement and except as otherwise provided under this Second 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 Second Amendment and the provisions of the Master Agreement, the provisions of this Second Amendment shall govern and control, but only in so far as such provisions conflict with the Master Agreement and no further.

SECTION 3. The Master Agreement as amended by way of this Second 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 CONTRACTOR prior to the execution of this Second 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 Second 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 Second Amendment to be executed on the day and year first appearing above.

CITY:

CONTRACTOR

City of San Fernando

FS Contractors, Inc.

By: _____

By: _____

Nick Kimball
City Manager

Name: _____

Date: _____

Title: _____

APPROVED AS TO FORM

Date: _____

By: _____

Richard Padilla
Assistant City Attorney

Date: _____



CONSTRUCTION CONTRACT

**FS CONTRACTORS, INC.
RESERVOIR 2A/5 – SITE IMPROVEMENT, 12900 DRONFIELD AVENUE
PLANS (P-738) AND SPECIFICATIONS (JOB NO. 7611)**

THIS CONSTRUCTION CONTRACT (hereinafter, the "Agreement") is made and entered into this 1st day of August 2022 (hereinafter, the "Effective Date") by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY" or "Owner") and FS CONTRACTORS, INC. (hereinafter, "CONTRACTOR" or "Contractor"). For the purposes of this Agreement, CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably as appropriate.

RECITALS

WHEREAS, CITY requires construction services for RESERVOIR 2A/5 – SITE IMPROVEMENT, 12900 DRONFIELD AVENUE PLANS (P-738) AND SPECIFICATIONS (JOB NO. 7611) (hereinafter, the "Project"); and

WHEREAS, CITY issued notice inviting competitive bids for the Project on June 23, 2022; and

WHEREAS, following the opening of bids on July 24, 2022, CONTRACTOR was determined to be the lowest responsive and responsible bidder for the Project; and

WHEREAS, the City Council of the City of San Fernando approved the award of this Contract to CONTRACTOR at its Regular Meeting of August 1, 2022, under Agenda Item No. 7.

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

I.

THE CONTRACT DOCUMENTS

- 1.1 The complete Contract consists of the following documents ("Contract Documents") which are incorporated in this Contract by their reference:
 - a) The competitive bids solicitation packet entitled "Reservoir 2A/5 – Site Improvement, 12900 Dronfield Avenue Plans (P-738) and Specifications (Job No. 7611)" issued June 23, 2022, inclusive of the Invitation to Bid entitled "Notice of Inviting Bids" dated, June 23, 2022 (hereinafter, the "Bid Solicitation Packet");
 - b) CONTRACTOR's submitted Bid Proposal, dated July 14, 2022, which is attached hereto as **Exhibit "A"**;

- c) CONTRACTOR's submitted List of Subcontractors, dated July 14, 2022, which is hereto as **Exhibit "B"**;
- d) This Contract (Contract No. 2092);
- e) CONTRACTOR's Bid Bond dated July 14, 2022, which is attached hereto as **Exhibit "C"**;
- f) CONTRACTOR's Payment Bond No. RCB0038996, dated August 9, 2022, a true and correct copy of which is attached hereto as **Exhibit "D"**;
- g) CONTRACTOR's Performance Bond No. RCB0038996, dated August 9, 2022, a true and correct copy of which is attached hereto as **Exhibit "E"**;
- h) All Drawings;
- i) Specifications set forth in the Bid Solicitation Packet;
- j) Supplementary and Special Conditions to the Bid Solicitation Packet, if any;
- k) All documents made a part of this Contract under the terms of the Bid Solicitation Packet; and
- l) All addenda;
- m) All Change Orders, if any, approved by CITY in compliance with terms of the Contract, the San Fernando Municipal Code and applicable State law.

II.

WORK TO BE PERFORMED

- 2.1 The CONTRACTOR agrees to furnish all tools, equipment, apparatus, facilities, labor, transportation, and material necessary to perform and complete in a good and workmanlike manner, RESERVOIR 2A/5 – SITE IMPROVEMENT, 12900 DRONFIELD AVENUE PLANS (P-738) AND SPECIFICATIONS (JOB NO. 7611) as called for, and in the manner designated in, and in strict conformity with the Contract Documents. It is understood and agreed that the tools, equipment, apparatus, facilities, labor, transportation, and material shall be furnished and the Work performed and completed as required in the Contract Documents under the sole direction and control of the CONTRACTOR, and subject to inspection and approval of the CITY, or its representatives. The CITY hereby designates as its representative for the purpose of this Contract the following named person: The Director of Public Works and Utilities.

The Work is generally described as follows:

The site improvements to Reservoir 2A/5, 12900 Dronfield Avenue, as shown in the Drawings and more fully described in Notice of Inviting Bids.

The Contract Documents which define the Work covered by this Agreement are those prepared by the Design Engineer CWE and filed in the office of the City Clerk and identified by the signatures of the parties to this Agreement.

The Work was designed by and the Contract Documents were prepared by CWE herein referred to as the Design Engineer.

III.

CONTRACT PRICE

- 3.1 The CITY agrees to pay, and the CONTRACTOR agrees to accept, in full payment for the work, above agreed to be done, the sum of **THREE HUNDRED SIXTY-FOUR THOUSAND ONE HUNDRED TWENTY-FIVE DOLLARS (\$364,125.00)** for the Project (hereinafter, the "Bid Price" or "Contract Price").

IV.

COMPLETION DATE

- 4.1 The Project shall be commenced on the date specified in the Notice to Proceed. The total project shall be completed THIRTY FIVE (35) working days after the date of the Notice to Proceed. The terms "workday" or "working day" mean any day of the week excluding Saturday, Sunday or any federal holiday.

V

NOTICE AND SERVICE THEREOF

- 5.1 Any notice from one party to the other under the Contract shall be in writing and shall be dated and signed by the Party giving such notice or by a duly authorized representative of such Party. Any such notice shall not be effective for any purpose whatsoever unless served in the following manner, namely:

- a) If the notice is given to the CITY, by personal delivery thereof, or by depositing the same in the United States mail, enclosed in a sealed envelope, postage prepaid, and certified; addressed to the CITY at:

City of San Fernando Public Works Department
Attn: Director of Public Works
City of San Fernando City Hall
117 Macneil Street
San Fernando, CA 91340

- b) If the notice is given to the CONTRACTOR, by personal delivery thereof to said CONTRACTOR or to its duly authorized representative at the site of the project, or by depositing the same in the United States mail, enclosed in a sealed envelope, postage prepaid, and certified; addressed to the CONTRACTOR at:

FS Contractors, Inc.
Attn: Angel Fierros
14838 Bledsoe Street
Sylmar, CA 91342
818-838-6040

- c) If the notice is given to the surety or any other person, by personal delivery to such surety or other person, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to such surety or other person, as the case may be, at the address of such surety or person last communicated by it to the party giving the notice, postage prepaid and certified.

VI.

LIQUIDATED DAMAGES

- 6.1 Liquidated damages as provided for in the General Conditions of the Contract shall be in the sum of Ten Thousand Dollars (\$10,000) for each and every day as defined therein for each different scope of work as defined by the Base Bid and each change order except as otherwise specified in the General Conditions.
- 6.2 It is agreed by the parties to this Contract that time is of the essence. In the event all the Work is not completed before or upon the expiration of the time limit as set in the Contract Documents, or within any time extensions that may have been granted, damage will be sustained by the City; and that it may be impracticable to determine the actual amount of damage by reason of such delay. Accordingly, it is agreed that the Contractor shall pay to the City as damages the amount set forth for each and every day's delay in finishing the Work in excess of the number of days specified. Liquidated damages shall be paid at a rate of ten thousand dollars (\$10,000) per day unless otherwise stated in the Contract Documents. The parties expressly agree that the liquidated damage clause found in the Contract Documents is reasonable under the circumstances existing at the time the Contract was made. The City shall have the right to deduct the amount of liquidated damages from any money due or to become due the Contractor.
- 6.3 In addition, the City shall have the right to charge to the Contractor and to deduct from the final or progress payments for the Work the actual cost to the City of legal, engineering, inspection, superintendence, and other expenses, which are directly chargeable to the Contract and which accrue during the period of such delay, except that the cost of final inspection and preparation of the final estimate shall not be included in the charges.
- 6.4 Exclusions: The Contractor shall not be liable for liquidated damages or delays caused by the removal or relocation of utilities when such removal or relocation is the responsibility of the City or the owner of the utility under Government Code section 4215.

VII.

PREVAILING WAGE

- 7.1 Copies of the prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations in accordance with Labor Code Section 1773 are on file at the CITY, and copies are available for inspection at that office to any interested party on request. Bidders shall be responsible for verifying with the Director of the Department of Industrial Relations that all such copies of the prevailing rate provided

by the CITY are current and accurate. The requirement to pay the wage rate so specified is further detailed in the General Conditions. Copies of the prevailing rate of per diem wages may also be obtained from the Department of Industrial Relations, P.O. Box 420603, San Francisco, CA 94142-0603, Attn: Chief, Division of Labor Statistics and Research or online at: <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>.

- 7.2 Hours of Labor: Eight-hour labor constitutes a legal day's work. The Contractor shall forfeit, as penalty to the Owner, twenty-five dollars (\$25.00) for each worker employed in the execution of the contract by him or by any subcontractor, for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except as permitted by the provisions of Article 3, Chapter 1, Part 7, Division 2 (commencing with Section 1810) of the Labor Code of the State of California.
- 7.3 Apprentices: In accordance with the provisions of Section 1777.5 of the Labor Code, and in accordance with the regulations of the California Apprenticeship Council, properly registered, apprentices may be employed in the prosecution of the work.

Information relative to number of apprentices, identifications, wages, hours of employment and standards of working conditions shall be obtained from the Director of the Department of Industrial Relations, who is the Administrative Officer of the California Apprenticeship Council.

- 7.4 Prohibited Employment Discrimination: Attention is directed to Section 1735 of the California Labor Code, which reads as follows:

"A contractor shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every contractor for public works who violates this section is subject to all the penalties imposed for a violation of this chapter."

- 7.5 Workers' Compensation Insurance: In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860) and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the California Labor Code, the Contractor is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Workers' Compensation Insurance.

The undersigned Contractor is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation claims or to undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the Work in this contract.

- 7.6 Security for Compensation: The Contractor hereby stipulates that the provisions of Section 1775 of the California Labor Code will be complied with. The Contractor further agrees to secure the payment of compensation to his employees in accordance with the provisions of Section 3700 of the California Labor Code.

- 7.7 Contractor Claims Against the City: Effective January 1, 1991, the California Legislature enacted a requirement that all contract claims of \$375,000.00 or less on local government public works contracts must be submitted to mediation and judicial arbitration. Article 1.5 (Sections 20104 through 20104.6, inclusive) of Chapter 1 of Part 3 of the Public Contract Code concerning Resolution of Construction Claims, is hereby incorporated into this agreement. See Supplementary Conditions for a summary of the timing provisions in Section 20104 through 20104.6.
- 7.8 Contractor's License: The Contractor declares that it possesses a valid California Contractor's License of the required class at the time of signing this Agreement. The Contractor shall affirm its license number, classification and expiration date on this Agreement.

The following statement is included in accordance with Section 7030 of the California Business and Professions Code: "Contractors are required by law to be licensed and regulated by the Contractors State License Board. Any questions concerning a Contractor may be referred to the Registrar, Contractors State License Board, P.O. Box 26000, Sacramento, California 95826."

VIII.

CONTRACTOR REGISTRATION

- 8.1 By the execution of this Contract, CONTRACTOR hereby certifies that it is registered with the California Department of Industrial Relations as required pursuant to Labor Code section 1725.5 (contractor registration).

IX. MISCELLANEOUS

- 9.1 Terms used in this Contract, which are defined in Article 1 of the General Conditions, will have the meanings indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3 The Owner and the CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents

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:

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

Date: 08/18/2022 | 11:20 AM PDT

FS CONTRACTORS, INC.

DocuSigned by:
By: J. Angel Fierros
C8A462343390423...

Name: Jose Angel Fierros

APPROVED AS TO FORM:

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

Date: 08/18/2022 | 10:44 AM PDT

Title: President

Date: 08/15/2022 | 12:15 PM PDT

CONTRACTOR'S PROPOSAL

CITY OF SAN FERNANDO
117 MACNEIL STREET
SAN FERNANDO, CALIFORNIA 91340

HONORABLE MAYOR AND
MEMBERS OF THE CITY COUNCIL:

The undersigned declares that this proposal was prepared by carefully examining the location of the proposed work, the Plans, the Specifications, and the Contract Documents entitled:

**RESERVOIRS 2A/5 – SITE IMPROVEMENTS
12900 DRONFIELD AVENUE
PROJECT NO. 7611, PLAN NO. P-738**

The undersigned hereby proposes to furnish all labor, materials, equipment, tools, transportation, and services to perform all work required and to complete said work within **thirty-five (35)** working days after the commencement date stated in the Notice to Proceed. All work shall be performed in accordance with the Plans, Specifications, and Contract Documents, including the Special Provisions and Technical Provisions, for the prices set forth in the bid schedule.

7/14/22
Dated _____

FS Contractors, Inc.
Bidder _____

Signature *J. Angel Fierros* _____

Jose Angel Fierros
Name (Print/Type) _____

President
Title _____

BID SCHEDULE
RESERVOIR 2A/5 – SITE IMPROVEMENTS
PROJECT NO. 7611, PLAN NO. P-738

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
1	Mobilization	LS	1	\$ 35,000.00	\$ 35,000.00
2	Remove Existing AC Pavement	SF	1,500	\$ 4.00	\$ 6,000.00
3	Remove Existing PCC	CY	11	\$ 350.00	\$ 3,850.00
4	Remove Existing 8-in Ductile Iron Pipe	LF	18	\$ 60.00	\$ 1,080.00
5	Remove Existing 12-in Ductile Iron Pipe	LF	33	\$ 65.00	\$ 2,145.00
6	Remove Chain Link Fence	LF	7	\$ 80.00	\$ 560.00
7	Remove and Salvage Wrought Iron Fence	LF	14	\$ 75.00	\$ 1,050.00
8	Remove Existing Curb	LF	17	\$ 30.00	\$ 510.00
9	Remove Existing Block Wall	SF	45	\$ 30.00	\$ 1,350.00
10	8-inch Ductile Iron Pipe	LF	35	\$ 300.00	\$ 10,500.00
11	12-inch Ductile Iron Pipe	LF	32	\$ 400.00	\$ 12,800.00
12	3-feet wide AC V-Ditch	LF	26	\$ 75.00	\$ 1,950.00
13	Reinforced Concrete Slab	CY	50	\$ 750.00	\$ 37,500.00
14	AC Pavement with Base	LS	1	\$ 15,000.00	\$ 15,000.00
15	Block Wall	SF	33	\$ 150.00	\$ 4,950.00
16	Wrought Iron Fence	LF	14	\$ 420.00	\$ 5,880.00
17	Wrought Iron Man Gate	EA	1	\$ 12,000.00	\$ 12,000.00
18	8-inch Ductile Iron 90° Elbow	EA	5	\$ 1,500.00	\$ 7,500.00
19	8-inch Ductile Iron 45° Elbow	EA	1	\$ 1,500.00	\$ 1,500.00
20	12-inch x 12-inch x 8-inch Ductile Iron Reducing Tee	EA	1	\$ 3,500.00	\$ 3,500.00
21	6-inch x 9-inch long Ductile Iron Flg Pipe Spools	EA	2	\$ 2,500.00	\$ 5,000.00
22	12-inch x 16.5-inch long Ductile Iron Flg Pipe Spool	EA	1	\$ 3,500.00	\$ 3,500.00
23	8-inch Endress+Hauser Electromagnetic Flow Meter	EA	1	\$ 7,000.00	\$ 7,000.00
24	12-inch Cla-Val 658-01 Back Pressure and Solenoid Shut-off Valve	EA	1	\$ 10,000.00	\$ 10,000.00
25	12-inch Ductile Iron 45° Elbow	EA	2	\$ 2,500.00	\$ 5,000.00
26	12-inch Ductile Iron Pipe Coupling	EA	1	\$ 2,500.00	\$ 2,500.00
27	2-inch PVC Schedule 80 Pipe	LF	165	\$ 50.00	\$ 8,250.00
28	2-inch PVC Schedule 80 Pipe Fittings	LS	1	\$ 1,500.00	\$ 1,500.00
29	Unistrut Clamps and Anchors	LS	1	\$ 3,000.00	\$ 3,000.00
30	12-inch Gate Valve	EA	2	\$ 5,000.00	\$ 10,000.00
31	6-inch Gate Valve	EA	2	\$ 4,000.00	\$ 8,000.00
32	4-inch Removable Bollards	EA	13	\$ 2,750.00	\$ 35,750.00
33	1-inch Copper Pipe with Fittings	LS	1	\$ 3,500.00	\$ 3,500.00
34	1-inch PVC, Sch 80 Pipe with Fittings, EPDM Insulation and Pipe Protection Bumper Guard	LS	1	\$ 3,500.00	\$ 3,500.00
35	Electrical Improvements	LS	1	\$ 9,200.00	\$ 9,200.00
36	PCC for Access Road Widening	CY	2	\$ 500.00	\$ 1,000.00
BID TOTAL					\$ 364,125.00

In case of discrepancy between unit prices and item totals, the unit prices shall prevail. In case of a discrepancy between item totals and grand total, the item totals shall prevail. The grand total will be subject to adjustment by the City in the event of a discrepancy. The contract award shall be made on the basis of the grand total as described above from among the responsive and responsible bidders.

The City does not expressly or by implication agree that the actual amount of work will correspond with the foregoing quantities, but reserves the right to increase or decrease the amount of any class or portion of the work or to omit portions of the work as may be deemed necessary or advisable by the Engineer.

The bidder further agrees that in case of not executing the required contract with necessary bonds within ten (10) days, not including Sundays, after having received notice that the contract is ready for signature, the proceeds of the check or bond accompanying his bid shall become the property of the City of San Fernando.

By submission of the Contractor's Proposal, the bidder also certifies that the bid is a balanced bid.

The bidder acknowledges receipt of the following addendum issued for the above project. If no addendum has been received, write "None". FAILURE TO ACKNOWLEDGE RECEIPT OF ANY ADDENDA ISSUED WILL RENDER THE CONTRACTOR'S BID NON-RESPONSIVE.

List of Addendum Received: 1

LIST OF SUBCONTRACTORS

The bidder is required to fill in the following blanks in accordance with the provisions of Section 4100 to 4108, inclusive, of the Government Code of the State of California.

Name under which subcontractor is licensed: VENCO ELECTRIC, INC.

Address of office, mill or shop: 2360 Sturgis Road, Ste #D Oxnard, CA 93030

Specific description of subcontract: Electrical

License No.: 446770 Amount of Subcontract: 90,000

DIR Registration Number: 1000008330 Expiration Date: 6/30/23

Name under which subcontractor is licensed: _____

Address of office, mill or shop: _____

Specific description of subcontract: _____

License No.: _____ Amount of Subcontract: _____

DIR Registration Number: _____ Expiration Date: _____

Name under which subcontractor is licensed: _____

Address of office, mill or shop: _____

Specific description of subcontract: _____

License No.: _____ Amount of Subcontract: _____

DIR Registration Number: _____ Expiration Date: _____

Name under which subcontractor is licensed: _____

Address of office, mill or shop: _____

Specific description of subcontract: _____

License No.: _____ Amount of Subcontract: _____

DIR Registration Number: _____ Expiration Date: _____

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:
that we, FS Contractors, Inc. as Principal,
and RLI Insurance Company as Surety,
are held and firmly bound unto the City of San Fernando in the sum of Ten Percent of the Total Amount of the Bid (\$ 10%)
to be paid to the said City of its certain Attorney, its successors and assigns; for the payment of
which sum well and truly made, we bind ourselves, our heirs, executors and administrators,
successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the certain proposal of the
above bounden FS Constructors, Inc
to construct RESERVOIR 2A/5 - SITE IMPROVEMENT 12900 DRONFIELD AVENUE JOB NO. 7611, PLAN NO. P-738
(insert names of streets and limits to be improved) dated July 14th, 2022 is accepted
by the City of San Fernando, and if the above bounden his heirs, executors, administrators,
successors and assigns, shall duly enter into and execute a contract for such construction, and
shall execute and deliver the two bonds described within ten (10) days (not including Sunday)
from the date of the mailing of a notice to the above bounden FS Constructors, Inc
by and from the said City of San Fernando that said contract is ready for execution, then this
obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we hereunto set our hands and seals this 14th day of
July, 2022

Principal FS Contractors, Inc.

By J. Angel Fierro
Its President

By _____

Its _____

Surety RLI Insurance Company

By Pietro Micciche
Its Pietro Micciche, Attorney-in-Fact

By _____

Its _____

Surety signatures on this bond must be acknowledged before Notary Publics, and a sufficiently
power of attorney must be attached to the bond to verify the authority of any party signing on
behalf of a surety.

All notices and demands to the surety shall be delivered via first class mail to the following:

RLI Surety Company
9025 North Lindbergh Drive
Peoria, IL 61615

WARRANTY PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that FS Contractors, Inc. as Principal, hereinafter called Contractor, and RLI Insurance Company licensed and domiciled in the state of California as Surety, hereinafter called Surety, are held and firmly bound unto CITY OF SAN FERNANDO as Obligor, hereinafter called Owner, in the amount of Three Hundred Sixty-four Thousand One Hundred Twenty-five And No/100 (\$ 364,125.00) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, FS Contractors, Inc. as Contractor, has by written agreement dated August 1st, 2020, entered into a contract with Owner for in accordance with Drawings and Specifications contained in a written and executed contract, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

WHEREAS, said contract provides that the Principal shall furnish a bond which shall remain in force for a period of one year after the date of the notice of completion and which shall be conditioned to guarantee against all defects in workmanship and materials which shall become apparent during said period.

NOW THEREFORE, the condition of this obligation is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notices of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) Complete the Contract in accordance with its terms and conditions, or;
- (2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

The transaction of insurance as evidenced by this bond is agreed by all parties to have taken place in the State of California in conformance with the laws therein, the Surety hereby accepts jurisdiction for adjudication of all claims in the state wherein the claims have occurred.

This bond is for the protection of the owner and gives no protection to any claimant other than those provided for by statute in the state wherein the claim occurs. The owner hereby agrees that no payments shall be made in excess or advance of any work specifically performed under the contract without the express written consent of the Surety.

For claims regarding non-payment for services provided or materials supplied under the contract, a claimant is defined herein as one having a direct contract with the Principal and/or subcontractor of the Principal. No suit or action shall be commenced hereunder by any claimant unless claimant shall:

1. Notify the Surety of the direct contract with the Principal or Subcontractor of the Principal within 30 days of entering into such contract and;

2. Notify the Surety of any demands for payment under such direct contracts concurrently with the Principal and/or Subcontractor of the Principal and;
3. Notify the Surety by certified mail within 15 days of any payment not made when due, or within 30 days of demand.

As the purpose of this bond is to warrant work previously performed by the Principal in the contract specified herein, the Owner shall notify Surety immediately by certified mail upon demand for work to be performed under this bond.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals the 9th day of August, 2022, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by each party's undersigned representative, pursuant to authority of its governing body.

FS Contractors, Inc.

(Principal)

ATTEST:

14838 Bledsoe Street Sylmar, CA 91342

(Address)

(By)

RLI Insurance Company

ATTEST:

9025 N. Lindbergh Drive Peoria, IL 61615

(Address)

(By)

Pietro Micciche, Attorney-in-Fact

(Title)

(To be filled in by Surety)

Rate of premium on this bond is \$ Included on Performance Bond per thousand.

Total amount of premium charge is \$ Included on Performance Bond

Surety signatures on this bond must be acknowledged before Notary Publics, and a sufficiently power of attorney must be attached to the bond to verify the authority of any party signing on behalf of a surety.

All notices and demands to the surety shall be delivered via first class mail to the following:

RLI Insurance Company

9025 N. Lindbergh Drive

Peoria, IL 61615

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

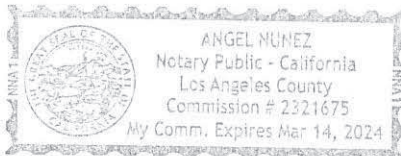
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)
On 1 AUG 09 2022 before me, Angel Nunez, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Pietro Micciche
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(x) whose name(x) 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(x), 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

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Patricia Zenizo, Pietro Micciche, Elisabete Salazar, jointly or severally

in the City of Glendale, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 25th day of April, 2022.



**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

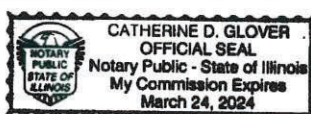
On this 25th day of April, 2022, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 9th day of August, 2022.

**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Jeffrey D. Fick Corporate Secretary

By: Catherine D. Glover Notary Public



Bond Number: RCB0038996

Premium: \$3,933.00

Premium Based on Final Contract Amount

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that we, FS Contractors, Inc.
as Principal, and RLI Insurance Company as Surety,
are held and firmly bound unto the CITY OF SAN FERNANDO, hereinafter called the
Owner, in the sum of Three Hundred Sixty-four Thousand One Hundred Twenty-five And No/100 (\$ 364,125.00)
for the payment of which sum well and truly to be made, we bind ourselves, our heirs,
executors, administrators and successors, jointly and severally, firmly by these
presents.

The conditions of this obligation are such that whereas the Principal entered into a
contract, attached hereto, with the Owner dated August 1st, 2022 for RESERVOIR 2A/5 - SITE IMPROVEMENT 12900 DRONFIELD AVENUE JOB NO. 7611, PLAN NO. P-738

NOW, THEREFORE, if the principal shall well and truly perform and fulfill all the
undertakings, covenants, terms, conditions and agreements of said contract during the
original term thereof, and any extensions thereof that may be granted by the Owner
with or without notice of the Surety, and during the life of any guaranty required under
the contract, and shall also well and truly perform and fulfill all the undertakings,
covenants, terms, conditions and agreements of any and all duly authorized
modifications of said contract that may hereafter be made, then this obligation shall be
void; otherwise this obligation shall remain in full force and virtue.

Further, the said Surety, for value received, hereby stipulates and agrees that no
change, extension of time, alteration or modification of the contract documents or of
the work to be performed thereunder shall in any way affect its obligations on this
bond; and it hereby waives notice of any and all such changes, extensions of time; and
alterations or modifications of the contract documents and/or of the work to be
performed thereunder.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument
under their several seals the 9th day of August, 2022, the name and
corporate seal of each corporate party being hereto affixed and these presents duly
signed by each party's undersigned representative, pursuant to authority of its
governing body.

ATTEST:

FS Contractors, Inc.
(Principal)

14838 Bledsoe Street Sylmar, CA 91342
(Address)


(By)

ATTEST:

RLI Insurance Company

9025 N. Lindbergh Drive Peoria, IL 61615
(Address)


(By)

Pietro Micciche, Attorney-in-Fact
(Title)

(To be filled in by Surety)

Rate of premium on this bond is \$ 10.80 per thousand.

Total amount of premium charge is \$ 3,933.00.

Premium Based on Final Contract Amount

Surety signatures on this bond must be acknowledged before Notary Publics, and a sufficiently power of attorney must be attached to the bond to verify the authority of any party signing on behalf of a surety.

All notices and demands to the surety shall be delivered via first class mail to the following:

RLI Insurance Company

9025 N. Lindbergh Drive

Peoria, IL 61615

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Los Angeles)

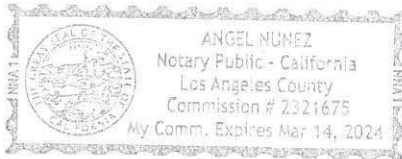
On **AUG 09 2022** before me, Angel Nunez, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Pietro Micciche
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(x) whose name(x) 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(x), 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 *[Handwritten Signature]*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☒ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Bond Number: RCB0038996
Premium Included on Performance Bond

PAYMENT (LABOR AND MATERIAL) BOND

KNOW ALL MEN BY THESE PRESENTS: that we, FS Contractors, Inc.
as Principal, and RLI Insurance Company as Surety,
are held and firmly bound unto the CITY OF SAN FERNANDO, hereinafter called the
Owner, in the sum of Three Hundred Sixty-four Thousand One Hundred Twenty-five And No/100 (\$ 364,125.00)
for the payment of which sum well and truly to be made, we bind ourselves, our heirs,
executors, administrators and successors, jointly and severally, firmly by these
presents.

The conditions of this obligation are such that whereas the Principal entered into a
contract, attached hereto, with the Owner dated August 1st, 2022 for RESERVOIR 2A/5 - SITE IMPROVEMENT 12900 DRONFIELD AVENUE JOB NO. 7611, PLAN NO. P-738

NOW, THEREFORE, if the Principal shall promptly make payment to all persons
supplying labor and material in the prosecution of the work provided for in said
contract, and any and all duly authorized modifications of each contract that may
hereafter be made, then this obligation shall be void, otherwise this obligation shall
remain in full force and virtue.

The condition of this obligation is such that, if said Principal or his or its subcontractors,
or the heirs, executors, administrators, successors or assigns thereof, shall fail to pay
any of the persons named in Section 3181 of the Civil Code of the State of California for
any materials, provisions, provender or other supplies used in, upon, for or about the
performance of the work or labor performed by any such claimant or any amounts
required to be deducted, withheld, and paid over to the Franchise Tax Board from the
wages of employees of the contractor and his subcontractors pursuant to Section 18806
of the Revenue and Taxation Code, with respect to such work and labor, then said
Surety will pay for the same, in the amount not exceeding the sum set forth
hereinabove and also, in case suit is brought upon the bond, will pay a reasonable
attorney's fee to be fixed by the court. This bond shall insure to the benefit of any and
all persons named in the aforesaid Civil Code Section 3131 so as to give a right of
action to them or their assigns in any suit brought upon the bond.

Further, the said Surety, for value received, hereby stipulates and agrees that no
change, extension of time, alteration or modification of the contract documents or of
the work to be performed thereunder shall in any way affect its obligations on this
bond; and it hereby waives notice of any and all such changes, extensions of time; and
alterations or modifications of the contract documents and/or of the work to be
performed thereunder.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals the 9th day of August, 2022, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by each party's undersigned representative, pursuant to authority of its governing body.

ATTEST:

FS Contractors, Inc.
(Principal)

14838 Bledsoe Street Sylmar, CA 91342
(Address)

J. Angel Fierro
(By)

ATTEST:

RLI Insurance Company
9025 N. Lindbergh Drive Peoria, IL 61615
(Address)

Pietro Micciche
(By)

Pietro Micciche, Attorney-in-Fact
(Title)

(To be filled in by Surety)

Rate of premium on this bond is \$ Included on Performance Bond per thousand.

Total amount of premium charge is \$ Included on Performance Bond.

Surety signatures on this bond must be acknowledged before Notary Publics, and a sufficiently power of attorney must be attached to the bond to verify the authority of any party signing on behalf of a surety.

All notices and demands to the surety shall be delivered via first class mail to the following:

RLI Insurance Company
9025 N. Lindbergh Drive
Peoria, IL 61615

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Los Angeles)

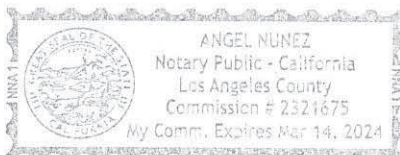
On **AUG 09 2022** before me, Angel Nunez, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Pietro Micciche
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(x) whose name(x) 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 _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager

Date: September 5, 2023

Subject: Consideration to Adopt a Resolution Renaming the Pacoima Wash Natural Park to Cindy Montañez Natural Park Located at 801 Eighth Street, in Honor of Her Achievements, Dedication and Contributions to the Community

RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 8259 (Attachment "A") approving renaming the Pacoima Wash Natural Park to Cindy Montañez Natural Park Located at 801 Eighth Street; and
- b. Provide additional direction to staff, as appropriate.

BACKGROUND:

1. On March 30, 2009, the City Council adopted Resolution No. 7305 establishing a policy for designating honorary names for public streets, buildings, parks, and other locations (Attachment "B").
2. On August 7, 2023, Councilmember Fajardo agendized, for City Council consideration, discussion regarding requirements and process for renaming the Pacoima Wash Natural Park, located at 801 Eighth Street, to honor Councilmember Montañez as a tribute to her work, dedication, and contributions to the community (Attachment "C"). City Council directed staff to work with the appropriate entities and move forward expeditiously with any actions required to rename the Park.
3. On August 14, 2023, per the request by the Executive Officer of the Mountains Recreation and Conservation Authority (MRCA), the City submitted a letter of request to rename Pacoima Wash Natural Park (Attachment "D") for consideration by the MRCA Board at their September meeting.

Consideration to Adopt a Resolution Renaming the Pacoima Wash Natural Park to Cindy Montañez Natural Park Located at 801 Eighth Street, in Honor of Her Achievements, Dedication and Contributions to the Community

Page 2 of 3

4. On August 10, 2023, the MRCA Director of Natural Resources and Planning gave the City MRCA's full permission to plant native milkweed at the Park, pursuant to the City's Ground Lease Agreement (Attachment "E").

ANALYSIS:

The Pacoima Wash Natural Park, located on the northerly side of the Pacoima Wash between Eighth Street and Foothill Boulevard, has transformed an otherwise underutilized and blighted piece of vacant land adjacent to the Pacoima Wash into a greenway project complete with a water infiltration basin, bio-swales, sediment traps, placitas, and walking trails. The Park's development was a result of a collaborative effort by multiple agencies, including the City of San Fernando, Mountains Recreation and Conservation Authority, Los Angeles County Flood Control District, and students in the Landscape Architecture Program at Cal Poly Pomona.

The City has an establish policy "Regarding the Designation of Honorary Names for Public Streets, Buildings, Parks and Other Locations" for individuals or groups that have "made significant contributions to the betterment of the City of San Fernando and/or the nation." Councilmember Montañez has demonstrated an unwavering commitment to the betterment of the San Fernando community and the protection of natural resources throughout her remarkable journey in public service.

From her tenure on the San Fernando City Council to her impactful role in the California State Assembly, Councilmember Montañez has consistently championed the causes of environmental sustainability and community well-being. Her dedication and tireless efforts have been evident in her leadership roles within the Los Angeles Department of Water and Power and as Chief Executive Officer (CEO) of TreePeople, an organization renowned for its commitment to promoting sustainable urban forestry, tree planting, and environmental education.

Councilmember Montañez's influence on the development and enhancement of Pacoima Wash Natural Park, and other greenspaces like it, were instrumental in bringing the Park to life.

BUDGET IMPACT:

There is minimal fiscal impact to renaming Pacoima Wash Natural Park to Cindy Montañez Natural Park. The cost to purchase and install new signs is less than \$1,500 and will be funded from the City Manager Appropriated Reserve account.

Consideration to Adopt a Resolution Renaming the Pacoima Wash Natural Park to Cindy Montañez Natural Park Located at 801 Eighth Street, in Honor of Her Achievements, Dedication and Contributions to the Community

Page 3 of 3

CONCLUSION:

It is recommended that City Council adopt Resolution No. 8259 to officially rename Pacoima Wash Natural Park to Cindy Montañez Natural Park in honor of her significant contributions to the betterment of the San Fernando community.

ATTACHMENTS:

- A. Resolution No. 8259
- B. Resolution No. 7305
- C. Request to Agendize an Item
- D. Request to Rename Pacoima Wash Natural Park
- E. Pacoima Wash Natural Park Ground Lease Agreement – Contract No. 1876

RESOLUTION NO. 8259

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, RENAMING THE PACOIMA WASH NATURAL PARK LOCATED AT 801 EIGHTH STREET TO CINDY MONTAÑEZ NATURAL PARK HONORING HER LIFE TIME ACHIEVEMENTS, DEDICATION AND CONTRIUBITONS TO THE COMMUNITY

WHEREAS, Cindy Montañez is a lifelong Angeleno raised in the City of San Fernando, California. Cindy is one of six children, a daughter of immigrants, her mother raised in a remote, mountainous region of Veracruz, Mexico, and her father in the dry border state of Chihuahua;

WHEREAS, her parents sparked Cindy's environmental passion at an early age by pointing out local injustices in their own neighborhood. At 12 years old, Cindy and her family volunteered with local organizations planting trees and ultimately was influential in fostering her environmental commitment;

WHEREAS, during her freshman year as a student at the University of California Los Angeles, Cindy participated in a 14-day hunger strike on campus that forced the university to start a Chicano studies department, which led to the creation of the César E. Chávez Center Department of Chicana and Chicano Studies. The department later became the second University of California campus to offer a doctorate degree in Chicana and Chicano Studies;

WHEREAS, at the age of 25, Cindy was elected as the youngest Councilmember and eventually became the Mayor of her hometown, the City of San Fernando, California. At 28 years old, she created history by becoming the youngest Latina woman elected to the California State Legislature as the Assemblywoman for the 39th District. In this role, she championed the environment, sustainable urban planning, and social justice. She authored Assembly Bill 68, known as the "Car Buyer's Bill of Rights," and successfully chaptered various other bills including statutes to improve the management of urban landfills, and a law to protect children from sexually abusive parent(s), earning a reputation as a passionate advocate for the environment, social justice, and sustainable urban planning;

WHEREAS, in February 2004, Cindy was named the chairperson of the Assembly Rules Committee. At 30 years old, she was the youngest democratic woman and first Latina woman in its history to chair the powerful committee;

WHEREAS, she joined the Los Angeles Department of Water and Power, as the Assistant General Manager where she was a core part of the team transitioning the nation's largest publicly-owned utility to cleaner energy and a more sustainable local water supply;

WHEREAS, in 2016, Cindy became the Chief Executive Officer (CEO) of TreePeople, a local nonprofit focused on protecting the environment and making her the first Latina CEO of an environmental organization in United States history. There, she has been a leading voice championing protection and restoration of the urban forest, she has implemented important measures to protect and improve open spaces and parks, she has planted countless trees, and she has helped to educate a new generation of students and teachers about their role in protecting ecosystems;

WHEREAS, in addition to her role as CEO of TreePeople, Cindy was elected to a second term on the City Council of the City of San Fernando in November 2020 and is currently a board member of the UCLA Institute of Environment and Sustainability;

WHEREAS, some of Cindy's favorite things to do included hiking our local mountains, exploring California, and giving back to the City of Los Angeles. She is inspired by the magic of California's ancient 2,000-year-old giant sequoia trees, the delectable taste of the fruit from her mother's trees, and the ability to live and work inside oak woodlands within a major metropolis; and

WHEREAS, Councilmember Cindy Montañez's influence on the development and enhancement of Pacoima Wash Natural Park, and other greenspaces like it, cannot be overstated. Her vision and leadership were instrumental in bringing the Park to life, a testament to her unwavering dedication to the preservation of our natural heritage.

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

SECTION 1: The representations set forth in the Recitals above, are true and correct.

SECTION 2: That by the adoption of this Resolution, the City of San Fernando recognizes that for over 30 years, Cindy Montanez has been a fearless, committed and effective advocate for the residents of the City of San Fernando, as a community organizer, and a public servant influencing positive change towards environmental justice and making a lasting impact.

SECTION 3: That by the adoption of this Resolution, the City Council of the City of San Fernando as a tribute to Cindy Montanez's many years of service to the community, including her leadership on environmental, consumer protection, and education issues.

SECTION 4: That by the adoption of this Resolution, the City Council of the City of San Fernando hereby approves the renaming of the Pacoima Wash Natural Park to Cindy Montañez Natural Park in honor of Councilmember Cindy Montañez's immense contributions to environmental stewardship. To also inspire future generations to take up the mantle of environmental responsibility and civic engagement, as well as a lasting reminder of the power of one individual to make a significant impact on our community.

PASSED, APPROVED, AND ADOPTED this 5th day of September, 2023.

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

ATTEST:

Julia Fritz, City Clerk

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 8259 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 5th 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 _____, ____.

Julia Fritz, City Clerk

RESOLUTION NO. 7305

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF SAN FERNANDO ADOPTING A POLICY REGARDING
DESIGNATION OF HONORARY NAMES FOR PUBLIC
STREETS, BUILDINGS, PARKS AND OTHER
LOCATIONS**

WHEREAS, the City Council of the City of San Fernando acknowledges that there is a practice among cities throughout the United States to designate streets with honorary names (often called "secondary" or "unofficial" names);

WHEREAS, the City Council of the City of San Fernando understands that the use of "honorary" names can serve various purposes, including recognition of historic figures or prominent individuals;

WHEREAS, the City Council of the City of San Fernando recognizes that designation of honorary names for public streets, buildings, parks and other public locations within the City of San Fernando provides an opportunity for the City to emphasize the contributions made by individuals whose names are utilized for designation;

WHEREAS, the City Council of the City of San Fernando recognizes that there are numerous individuals that have made significant contributions to the City of San Fernando and/or the nation as a whole and are deserving of recognition by the City of San Fernando;

WHEREAS, the City Council of the City of San Fernando desires to establish a policy for the designation of honorary street, building, park or other location names in order to ensure that the City recognizes deserving individuals and applies this practice in a uniform and consistent manner.


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

Section 1: The foregoing recitals are hereby found to be true and correct and are incorporated into this Resolution.

Section 2: The City Council of the City of San Fernando hereby establishes a policy regarding the designation of honorary names, entitled "Policy Regarding the Designation of Honorary Names for Public Streets, Buildings, Parks and Other Locations," attached as Attachment A.

Section 3: This Resolution shall go into effect immediately upon adoption.

PASSED, APPROVED, and ADOPTED this 30th day of March, 2009.


STEVEN VERES, MAYOR

ATTEST:


ELENA G. CHÁVEZ, CITY CLERK

APPROVED AS TO FORM:


MICHAEL ESTRADA, CITY ATTORNEY

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

I, ELENA G. CHÁVEZ, City Clerk of the City of San Fernando, do hereby certify that the foregoing Resolution was adopted at a special meeting of the City Council held on the 30th day of March, 2009 and was carried by the following roll call vote:

AYES: Veres, M. Hernández, E. Hernández, De La Torre - 4
NOES: None
ABSENT: Martinez - 1
ABSTAIN: None



ELENA G. CHÁVEZ, CITY CLERK

**Policy Regarding the Designation of Honorary Names
for Public Streets, Buildings, Parks and Other Locations
City of San Fernando**

Adopted: March 30, 2009

This policy sets forth guidelines regarding the designation of honorary names for public streets, buildings, parks, and other locations. The City shall follow these guidelines when considering a proposal to designate any public location with an honorary name:

- I. With approval by Resolution of the City Council, the City may designate "honorary names" for public streets, buildings, parks and other locations. Designation with an honorary name shall not change the official name of the street, however, and honorary street names will not be used for addressing purposes.
- II. The names of individuals, groups or entities will be considered for designation. The individuals may be living or deceased, and the individual, group or entity must have made significant contributions to the betterment of the City of San Fernando and/or the nation.
- III. A request to designate a public location with an honorary name may be initiated by the staff, City Council or any member of the general public. Members of the general public must make requests in writing and describe background regarding the named individual, group or entity, including a description of the contributions made to the City of San Fernando and/or the nation by the named individual, group or entity, and also include the location and exact wording of the proposed designation (i.e., exact name of street, building, park or other location).
- IV. Proposals to designate a public location with an honorary name will be heard by the City Council at a noticed public hearing.
- V. Appropriate signage will be displayed and maintained bearing the honorary name. City staff shall determine height, color, and other standards for signage. Staff will ensure that existing signage is not replaced and that signage bearing the honorary name is distinguishable from the existing signage in size, color and/or other aspect. Signage bearing the honorary name shall not distract from the wayfinding purposes of existing signage. The applicant will be responsible for the costs of the signage bearing the honorary name. City shall be responsible for costs of signage bearing the honorary name when staff or the City Council directs a proposal for designation with an honorary name. The Council in a separate action must approve the final design and placement of the signage bearing the honorary name.
- VI. The City shall identify, on the City's official website, the honorary names designated by the City for public streets, buildings, parks and other locations, including a description of the basis for designation with an honorary name.
- VII. Honorary designations may be permanent, or for an interim period designated by the City Council.

- IIX. City Council shall have the discretion to adopt additional guidelines in furtherance of these general policies.

REQUEST TO AGENDIZE AN ITEM FOR CITY COUNCIL DISCUSSION/CONSIDERATION

CITY COUNCILMEMBER INFORMATION

NAME Joel Fajardo	TITLE Councilmember
----------------------	------------------------

ITEM INFORMATION

SUBJECT *Title of the item you are requesting to be agendized.*
Naming of Cindy Montanez Community Park

PRIORITIES <i>Is this included in the current FY priorities?</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	BUDGET <i>Is this a budgeted item?</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	FISCAL IMPACT <i>Is there a fiscal impact? If yes, indicate amount.</i> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No \$ TBD
---	---	--

BACKGROUND/ANALYSIS *Provide the reason you are requesting this item be agendized.*

This is to discuss renaming the Pacoima Wash Natural Park to Cindy Montanez Community Park and to provide staff with direction.

ATTACHMENTS *Do you have any attachments to include?*

☐ Yes ☒ No

RECOMMENDATION *Indicate the direction you are recommending.*

It is recommended that the City Council give staff direction to rename the Pacoima Wash Natural Park to Cindy Montanez Community Park and to provide staff with direction.

THE CITY OF SAN FERNANDO

CITY COUNCIL

August 14, 2023

MAYOR
CELESTE T. RODRIGUEZ

VICE MAYOR
MARY MENDOZA

COUNCILMEMBER
JOEL FAJARDO

COUNCILMEMBER
CINDY MONTAÑEZ

COUNCILMEMBER
MARY SOLORIO

Joseph T. Edmiston, Executive Officer
Mountains Recreation & Conservation Authority
570 West Avenue 26, Suite 100
Los Angeles, CA 90065

SUBJECT: Request to Rename Pacoima Wash Natural Park

Dear Mr. Edmiston,

On behalf of the City Council for the City of San Fernando, I am writing to formally request your esteemed consideration of a matter of great significance to our community.

As you are well aware, the Pacoima Wash Natural Park has transformed an otherwise underutilized and blighted piece of vacant land adjacent to the Pacoima Wash into a greenway project complete with a water infiltration basin, bio-swales, sediment traps, Placitas, and walking trails. The Park's development was a result of a collaborative effort by leaders from multiple agencies, including students in the Landscape Architecture Program at Cal Poly Pomona, and a testament to the values of environmental stewardship and community engagement that lie at the core of our City's ethos.

It is with great enthusiasm and a strong belief in recognizing the contributions of remarkable individuals that the San Fernando City Council proposes renaming the Pacoima Wash Natural Park to the "Cindy Montañez Natural Park." Councilmember Montañez has demonstrated an unwavering commitment to the betterment of our community and the protection of our natural resources throughout her remarkable journey in public service.

From her dedicated tenure on the San Fernando City Council to her impactful role in the California State Assembly, Councilmember Montañez has consistently championed the causes of environmental sustainability and community well-being. Her dedication and tireless efforts have been evident in her leadership roles within the Los Angeles Department of Water and Power and as CEO of TreePeople, an organization renowned for its commitment to greening our urban environment.

OFFICE OF THE CITY COUNCIL

117 MACNEIL STREET
SAN FERNANDO
CALIFORNIA
91340

(818) 898-1201

WWW.SFCITY.ORG

JOSEPH T. EDMISTON, EXECUTIVE OFFICER

Request to Rename Pacoima Wash Natural Park

Page 2 of 2

Councilmember Montañez's influence on the development and enhancement of Pacoima Wash Natural Park, and other greenspaces like it, cannot be overstated. Her vision and leadership were instrumental in bringing the Park to life, a testament to her unwavering dedication to the preservation of our natural heritage.

Renaming the Park in honor of Councilmember Montañez would not only acknowledge her immense contributions to environmental stewardship, but also inspire future generations to take up the mantle of environmental responsibility and civic engagement. It would stand as a lasting reminder of the power of one individual to make a significant impact on our community.

The San Fernando City Council respectfully requests that the Mountains Recreation & Conservation Authority carefully review and consider this proposal. Your organization's support in renaming the Park would not only be a fitting tribute to Councilmember Montañez's legacy, but also demonstrate the harmonious collaboration between public service, environmental conservation, and community development.

Thank you for your time, consideration, and ongoing commitment to our shared mission of preserving our natural treasures for generations to come.

Sincerely,

A handwritten signature in black ink, appearing to read 'Celeste', with a stylized flourish at the end.

Celeste T. Rodriguez, Mayor
City of San Fernando

cc: Mary Mendoza, Vice Mayor
Joel Fajardo, Councilmember
Cindy Montañez, Councilmember
Mary Solorio, Councilmember

LEASE AGREEMENT

This Lease Agreement ("Agreement") is made as of the ___ day of February, 2018 ("Effective Date") by and between MOUNTAINS RECREATION AND CONSERVATION AUTHORITY, a public entity of the State of California exercising joint powers of the Santa Monica Mountains Conservancy, the Conejo Recreation and Park District, and the Rancho Simi Recreation and Park District pursuant to Section 6500 et seq. of the Government Code (the "MRCA"), and the CITY OF SAN FERNANDO, a municipal corporation organized and existing under the laws of the State of California (the "City"). Collectively, MRCA and the City are the Parties to this Agreement. The capitalized term "Party" shall refer to CITY or MRCA interchangeably as appropriate.

This Agreement is entered into between the MRCA and the City for the purpose of MRCA leasing to the City a 4.35-acre park located on property within the City of San Fernando identified by Assessor Parcel Numbers 2515-025-900, 2515-025-902, 2513-033-900, 2513-033-901, 2513-033-902, 2513-033-903, 2513-033-904, and 2513-033-905, the Pacoima Wash Natural Park ("Park").

RECITALS

- A. MRCA is the owner of certain land located in City of San Fernando and identified by the Los Angeles County Assessor Parcel Numbers 2513-033-903, 2513-033-904, and 2513-033-905.
- B. The Park is constructed on portions of Los Angeles County Flood Control District (FCD) owned property, Assessor Parcel Numbers 2515-025-900, 2515-025-902, 2513-033-900, 2513-033-901, and 2513-033-902, per an executed Use Agreement between MRCA and FCD dated May 12, 2008.
- C. The Park is fully described Exhibit A, attached and hereto and incorporated by reference herein.
- D. In June 2008, the City and MRCA entered into a memorandum of understanding and cooperative agreement ("MOU") for MRCA to build and operate the Park and then for MRCA to transfer maintenance and operations of the Park to the City after three years of Park operations. The Parties enter into this Agreement to fulfill their obligations of the prior MOU.
- E. The MOU is attached as Exhibit B, and incorporated by reference herein.

Therefore, incorporating the above Recitals and for good and valuable consideration, the Parties agree as follows:

Pacoima Wash Natural Park Ground Lease Agreement

Section 1. Lease

MRCA leases to the City the Park on the terms and conditions of this Agreement. During the term of the Agreement, the City will be solely responsible for maintenance, operations and liability for any and all existing and future improvements upon the Park, including all costs associated therewith.

Section 2. Term of Agreement

- A. The term of the Agreement shall commence on execution by the Parties (“Commencement Date”).
- B. The length of the lease (“Lease Term”) shall be 20 (twenty) years from the Commencement Date and automatically renew for 20 (twenty) year terms thereafter.
- C. This Agreement shall terminate upon the successful transfer of fee title to the Park to the City or another entity, whichever is earlier.
- D. This Agreement shall be automatically renewed according to the Lease Term unless MRCA, with 180 (one hundred eighty) days of notice prior to the expiration of the then current Lease Term, provides written notice to the City of the desire to renegotiate this Agreement and the Parties commit to drafting and negotiating a subsequent lease to govern the Park.

Section 3. Lease Payment Obligation.

The City shall not pay MRCA for the lease of the Park. Rather, as consideration, MRCA shall receive the benefit of the City’s ongoing investment in the Park’s operation and maintenance expenses.

Section 4. Use.

- A. The Parties agree that the City shall use the Park solely for public park, recreational, and open space purposes (“Uses”) and consistent with the uses on the effective date of this Agreement.
- B. All other Uses must be approved by the MRCA.
- C. All Uses shall be consistent with all federal, state, and local laws and ordinances and pursuant to all applicable permits or other entitlements.
- D. The City shall keep the Park open to the public seven days per week for the majority of daylight hours except during storm events. During storm events, the City shall secure and close the Park to the public for safety reasons.
- E. The City agrees to comply with all laws, rules, and orders of all federal, state, and municipal governments or agencies that may be applicable to Uses and the Park, including any laws, rules, orders, regulations, and statutes governing the operation and safety of the Uses on the Park.
- F. The City shall obtain, on a timely basis, any and all applicable permits and licenses required by city, state, and federal government entities for any and all improvements and/or alterations, and associated Uses. The City agrees that failure to obtain any such applicable permits or licenses on a timely basis will constitute a material breach of the

Pacoima Wash Natural Park Ground Lease Agreement

terms of this Agreement. The City will provide copies of any and all applicable approved permits and licenses to MRCA upon request. The City will keep all approved permits and licenses current during the term of this Agreement or any extensions thereto.

- G. The City shall not commit or permit any waste or any public or private nuisance upon the Park.
- H. The City shall not build on, improve, or fundamentally alter the Park from its current state without prior written authorization from the MRCA.
- I. The City shall take full legal and equitable responsibility for its Uses and related activities on the Park, including the building or use of any and all structures or improvements on, or alterations to, the Park, whether permanent or temporary, and will fully indemnify, defend, protect, and hold harmless MRCA for the same as set forth in Section 8 of this Agreement.
- J. Consistent with the Uses, the City shall maintain the Park and any alterations or improvements thereon in a good, orderly, and safe condition. The City will at all times take all reasonable steps to ensure that its activities, operations, and Uses on the Park are conducted in a manner so as not to detract from the aesthetic value of the property at large.
- K. The City shall not directly or indirectly create, incur or assume any lien on or with respect to the Park.
- L. Landscaping:
 - a. The City shall not fundamentally alter the nature of Park's existing landscaping or plant pallet without prior written permission from MRCA.
 - b. Unless the City determines that there is a likely immediate hazard to people or property, the City may not remove any trees without prior permission.
 - c. The City may only use plants consistent with MRCA's approved plant list, attached as Exhibit C. The use of any other plant type will require a formal request to and written permission from the MRCA.
- M. The City will assume the full costs of operating and maintaining the Park on a weekly basis.
- N. Revenues:
 - a. The City is permitted to charge fees for special events or permit filming operations at the Park.
 - b. The City shall ensure that all permit recipients for special events and permit filming name MRCA, the Santa Monica Mountains Conservancy, the Conejo Recreation and Park District, and the Rancho Simi Recreation and Park District as an additional insured for comprehensive liability insurance from a responsible insurance company authorized to do business in California, with a combined single limit of not less than Two Million Dollars (\$2,000,000) for injury or death to each person per occurrence, and, for damage to property, a limit of One Hundred Thousand Dollars (\$100,000) per occurrence for any claims, demands, of causes of action of any person arising out of accidents occurring on the Park in relation to the special event or film permit. The procurement and maintenance of insurance as specified is a material part of the consideration to MRCA for the right to allow for special events and permit filming. Each policy of insurance shall be issued by a responsible insurance company authorized to do business in California. Each policy of insurance shall be primary and noncontributory with

- any policies carried by MRCA, and, to the extent obtainable, any loss shall be payable notwithstanding any act or negligence of MRCA that might otherwise result in forfeiture of insurance.
- c. The City shall ensure that any release of the City, specific or general, related to special events or permit filming additionally releases MRCA.
- O. The City shall ensure that all stormwater treatment elements and features, including but not limited to the placitas, drains, sediment vaults, arroyos, detention basin, and bridges are properly maintained regularly, and after every storm event, and are fully functional. All stormwater elements and features are described and attached in Exhibit A under "BMP Improvements".
- a. In the event the MRCA determines that the City is not properly maintaining, cleaning and operating the stormwater elements and features, MRCA may provide the City with a written 'notice of correction' to cure the issue(s). If the City does not cure the issue(s) within a reasonable amount of time, or time specified in the notice, MRCA may cure at its own expense and provide the City an invoice for reimbursement of maintenance cost. The City must fully reimburse MRCA for its costs within 60 days of MRCA's mailing of the invoice.
 - b. In the event the MRCA determines, at its sole discretion, that the City's failure to maintain the stormwater elements and features presents an immediate hazard to public safety or property, MRCA may immediately cure without prior written or verbal notice to the City. In such emergency situations, MRCA shall send an invoice to the City for MRCA's expenses to cure. The City must fully pay MRCA's invoiced amount (half of MRCA's total emergency cure costs) within 60 days of MRCA's mailing of the invoice.
- P. No Park vehicular or pedestrian gate, including the Foothill gate, may be moved, expanded in height or expanded in width without MRCA's explicit written permission.
- Q. Vehicle and heavy equipment use:
- a. The City may allow vehicles or equipment that weighs more than one thousand (1,000) pounds (lbs) on the placitas.
 - b. Except as allowed by subsection Q(a) or Q(c), the City shall not allow any vehicle or equipment that weighs more than one thousand (1,000) pounds (lbs), including police patrol vehicles or equipment, on the property without prior explicit written permission from MRCA.
 - c. In the case of an emergency or an immediate threat to public safety, the City, at its own risk and cost, shall be allowed to use vehicles or equipment that weighs more than one thousand (1,000) pounds (lbs), including police patrol vehicles or equipment, on any part of the property without prior explicit written permission from MRCA. The City understands that MRCA considers vehicles and equipment use in all areas of the Park, except the placitas, to be dangerous and likely to damage property and be a risk of bodily harm or death.
- R. The City shall not widen any paths or alter bridges without prior explicit written permission from MRCA.

Pacoima Wash Natural Park Ground Lease Agreement

Section 5. Utilities, Repairs, Public Safety and Maintenance.

- A. The City shall be responsible for payment and maintenance of any and all utilities or other services, such as public safety services, at the Park. The City shall also be responsible for the maintenance of any existing or, if permitted by the MRCA, future City-constructed improvements on, or City-initiated alterations to, the Park. The City shall also be responsible for the payment of any taxes, assessments, or fees that may accrue from its leasehold interest or use of the Park.
- B. The City shall repair at its expense any and all minor or major damage that may result from an accident or vandalism within the Park within 60 days of discovery of the damage by the City or written notification of the damage by MRCA.
- C. The City shall repair at its expense any and all damage that may result from the City allowing any vehicle or equipment that weighs more than one thousand (1,000) pounds (lbs), including police patrol vehicles or equipment, within the Park within 60 days of discovery of the damage by the City or written notification of the damage by MRCA. The City is responsible for public safety and police patrol of the Park. MRCA Rangers are not responsible for law enforcement at the Park, but, at their sole discretion, may exercise their law enforcement authority at the Park. In the event MRCA Rangers need assistance or make an arrest, they shall notify the San Fernando Police Department as soon as it is safe to do so.
- D. MRCA has provided equipment for the City to use as part of this Agreement, including an irrigation pump and four controller keys; a wrench key for backflow; a key for overflow valve; a maintenance and manufacturer material information booklet; six (6) 'Masterlock' combo locks on vehicle and pedestrian gates; and the irrigation working schedule for zones. The City is responsible for maintaining and repairing the equipment.

Section 6. Entry.

The City shall permit MRCA and its officers, agents, employees, or designees to enter the Park at all reasonable times but upon no less than forty-eight (48) hours prior written notice to inspect the Park to determine whether the City is complying with the terms of this Agreement and to do other lawful acts that maybe necessary to protect MRCA's interest in the Park under this Agreement or to perform any act pursuant to MRCA's rights and obligations under this Agreement.

Section 7. Surrender of Park.

- A. Upon termination of this Agreement for any reason other than the successful transfer of fee title of the Park to the City, a renewal or re-write of this Agreement, the City shall promptly surrender and deliver the Park to MRCA in a condition that is, in MRCA's reasonable opinion, equal or better than at the beginning of this Agreement, and, at MRCA's discretion, shall cease all Uses at the Park and remove all improvements at the City's cost within 30 days from the date of termination.
- B. Upon termination of this Agreement for any reason other than the successful transfer of fee title for the Park to the City, a renewal of this Agreement or a new lease between

Pacoima Wash Natural Park Ground Lease Agreement

MRCA and the City of the Park, the City shall not holdover for any period of time upon termination of this Agreement, except by a written amendment to this Agreement which shall be signed by both Parties.

- C. The City shall pay MRCA all reasonable rent due for any authorized holdover period.

Section 8. Indemnity.

- A. MRCA shall indemnify, defend and hold harmless the City, including its elected and appointed officials, officers, employees, agents, attorneys and designated volunteers from any and all liability, including but not limited to, demand, claims, actions, fees, costs and expenses (including reasonable attorney's and expert witness fees), arising from or connected with the respective acts of MRCA or its member public agencies arising from or related to this Agreement. However, that MRCA shall not indemnify the City for the City's own negligence or willful misconduct.
- B. The City shall indemnify, defend and hold harmless MRCA, the State of California, the Santa Monica Mountains Conservancy, the Rancho Simi Recreation and Park District, the Conejo Recreation and Park District, including their elected and appointed officials, officers, employees, agents, contractors, attorneys and designated volunteers (collectively, "MRCA Indemnified Parties") from any and all liability, including but not limited to, demand, claims, actions, fees, costs and expenses (including reasonable attorney's and expert witness fees), arising from or connected with the acts of the City arising from or related to this Agreement. However, the City shall not indemnify MRCA Indemnified Parties for their own negligence or willful misconduct.
- C. In accordance with Section 4(Q) (Vehicle and heavy equipment use) of this Agreement, the City shall indemnify, defend and hold harmless the MRCA Indemnified Parties from any and all liability, including but not limited to, personal injury, property damage, demand, claims, actions, fees, costs and expenses (including reasonable attorney's and expert witness fees), arising from or connected with the City allowing any vehicle or equipment that weighs more than one thousand (1,000) pounds (lbs), including police patrol vehicles or equipment, on any portion of the property with the sole exception of the placitas regardless of permission from MRCA to enter on to those portions of the property.
- D. In light of the provisions of Government Code Section 895.2 imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Government Code), each of the Parties hereto, pursuant to the authorization contained in Government Code Sections 895.4 and 895.6 shall assume the full liability imposed upon it or any of its elected or appointed officials, officers, agents, employees or designated volunteers by law for injury caused by any act or omission occurring in the performance of this Agreement to the same extent such liability would be imposed in the absence of Government Code Section 895.2. to achieve the above-stated purpose, each Party indemnifies, defends and holds harmless each other Party for any liability, cost or expense that may be imposed upon such other Party solely by virtue of said Government Code Section 895.2. The provisions of Section 2778 of the Civil Code are made a part hereof as if incorporated herein. The provisions

Pacoima Wash Natural Park Ground Lease Agreement

of this Section shall survive the expiration or termination of the Agreement.

- E. The provisions of this Section shall survive the termination of this Agreement.

Section 9. Insurance.

- A. The City shall procure and maintain as current, or include the Park under an existing policy for comprehensive liability insurance from a responsible insurance company authorized to do business in California, with a combined single limit of not less than Two Million Dollars (\$2,000,000) for injury or death to each person per occurrence, and, for damage to property, a limit of One Hundred Thousand Dollars (\$100,000) per occurrence for any claims, demands, of causes of action of any person arising out of accidents occurring on the Park during the Lease Term, extension period, or holdover period, or arising out of the City's Uses in, upon, or about the Park. The City will provide proof of such insurance to MRCA as soon as is practicable after the Effective Date. The procurement and maintenance of insurance as specified is a material part of the consideration to MRCA for the right to lease the Park.
- B. Each policy of insurance shall be issued by a responsible insurance company authorized to do business in California. MRCA, the Santa Monica Mountains Conservancy, the Conejo Recreation and Park District, and the Rancho Simi Recreation and Park District shall be named as an additional insured. The City shall deliver a certificate for each insurance policy to MRCA with all relevant endorsements. Each policy of insurance shall be primary and noncontributory with any policies carried by MRCA, and, to the extent obtainable, any loss shall be payable notwithstanding any act or negligence of MRCA that might otherwise result in forfeiture of insurance. Each insurance policy shall provide that a thirty (30) day notice of cancellation and of any material modification of coverage shall be given to all named and additional insureds.
- C. The City agrees that upon the failure to insure as provided in this Agreement, or to pay the premiums, and after ten (10) days prior notice to the City, all sums expended by MRCA for the cost of replacement insurance shall be considered an additional lease payment obligation under this Agreement and shall be immediately repayable by the City to MRCA upon demand.

Section 10. Environmental Matters.

The City shall comply with all Applicable Environmental Laws (as hereinafter defined) with respect to the Park and will not use, store, generate, treat, transport or release any Hazardous Substance (as hereinafter defined) thereon. As used herein, "Applicable Environmental Laws" shall mean and shall include the Comprehensive Environmental Response, Compensation, and Liability Act, 42 USC Sections 9601 et seq.; the Resource Conservation and Recovery Act, 42 USC Sections 6901 et seq.; the Federal Water Pollution Control Act, 33 USC Sections 1251 et seq.; the Clean Air Act, 42 USC Sections 7401 et seq.; the California Hazardous Waste Control Law, California Health & Safety Code Sections 25100 et seq.; the Hazardous Substance Account Act, California Health & Safety Code Sections 25300 et seq.; the Porter-Cologne Water Quality Control Act, California Water Code Sections 1300 et seq.; the Air Resources Act, California Health & Safety Code Sections 3900 et seq.; the Safe Drinking Water & Toxic Enforcement Act, California Health & Safety Code Sections 25249.5 et seq.; and the regulations under each thereof;

Pacoima Wash Natural Park Ground Lease Agreement

and any other local, state, and/or federal laws or regulations, whether currently in existence or hereafter enacted, that govern:

- (1) the existence, cleanup, and/or remedy of contamination on property;
- (2) the protection of the environment from spilled, deposited, or otherwise contaminated;
- (3) the control of hazardous wastes; or
- (4) the use, generation, transport, treatment, removal, or recovery of Hazardous Substances, including building materials.

As used herein, "Hazardous Substance" shall mean any substance that shall, at any time, be listed as "hazardous" or "toxic" in any Applicable Environmental Law or that has been or shall be determined at any time by any agency or court to be a hazardous or toxic substance regulated under Applicable Environmental Laws; and also means, without limitation, raw materials, building components, the products of any manufacturing, or other activities on the Park, wastes, petroleum, and source, special nuclear, or by-product material as defined by the Atomic Energy Act of 1954, as amended (42 USC Sections 3011 et seq.).

Section 11. Assignment and Subletting.

- A. The City shall have the right to assign its rights under this Agreement or to sublease all or a portion of the Park responsibilities to another entity for the purposes stated herein, and as otherwise necessary to maintain a caretaker upon the Park, but such sublease shall in no way limit the authority of MRCA to terminate the Lease pursuant to Section 13 herein.
- B. Except as stated in Paragraph A of this section, the City shall neither assign, sublease nor otherwise encumber its leasehold interest, nor any part thereof, to or for the benefit of any other party without the prior written consent of MRCA, which consent may be given or withheld in the sole and absolute discretion of MRCA.

Section 12. Lease Default

Any of the following events or occurrences shall constitute a material breach of this Agreement by MRCA or the City and, after the expiration of any applicable cure period, shall constitute an event of default (each an "Event of Default"):

- A. The failure by the City to pay any amount in full when it is due under the Agreement.
- B. The failure by the City to perform any obligation under the Agreement, which by its nature the City has no capacity to cure.
- C. The failure by the City to perform any other obligation or covenant under the Agreement.
- D. The abandonment of the Park by the City for thirty (30) days or longer.
- E. Failure by the City to procure and keep current all insurance policies as specified in Section 9 of this Agreement.
- F. Failure to obtain and keep current all approved and required permits and licenses as specified in Section 4 of this Agreement.
- G. The failure by MRCA to perform any of its obligations under the Agreement.
- H. Failure by the City to assume the costs of operating and maintaining Park.

Upon occurrence of an Event of Default, the non-defaulting party may make written demand to cure any default; the other party shall have a period of thirty (30) days from such written demand

Pacoima Wash Natural Park Ground Lease Agreement

to cure such default. The defaulting Party shall promptly and in good faith commence curing the default within the thirty (30) day period. In the event defaulting Party is unable to cure the default within thirty (30) days from the written demand, and has in good faith attempted to diligently and promptly cure the default within that time, defaulting Party may make a written request for an extension of time to cure the default. The non-defaulting Party will have the sole right to consent to such an extension and such consent shall not be unreasonably withheld. The defaulting Party shall indemnify and defend non-defaulting Party against any liability, claim, damage, loss, or penalty that may be threatened or may in fact arise from the default and failure to cure such default.

Section 13. Remedies.

Upon the occurrence of an Event of Default, and after the expiration of any applicable grace period, the City shall be entitled to exercise any rights or remedies available to it in law or equity and MRCA, in addition to any other rights or remedies available to it at law or in equity, shall have the right to terminate the Agreement and all rights of the City under the Agreement by giving the City written notice that the Agreement is terminated.

Section 14. Waiver of Breach.

Any express or implied waiver of a breach of any term of this Agreement shall not constitute a waiver of any further breach of the same or other term of this Agreement; and the acceptance of lease payments shall not constitute a waiver of any breach of any term of this Agreement, except as to the payment of lease payments accepted.

Section 15. Attorney Fees.

If any action at law or in equity is brought to recover any rent or other sums under this Agreement, or for or on account of any breach of or to enforce or interpret any of the covenants, terms, or conditions of this Agreement, or for the recovery of the possession of the Park, the prevailing party shall be entitled to recover from the other Party as part of prevailing Party's costs reasonable attorney fees, the amount of which shall be fixed by the court and shall be made a part of any judgment rendered.

Section 16. Authority.

All individuals executing this Agreement on behalf of that entity represent that they are authorized to execute and deliver this Agreement on behalf of that entity.

Section 17. Notices.

Except as otherwise expressly provided by law, all notice or other communications required or permitted by this Agreement or by law to be served on or given to either Party to this Agreement by the other Party shall be in writing and shall be deemed served when personally delivered to the Party to whom they are directed, or in lieu of the personal service, upon deposit in the United States Mail, certified or registered mail, return receipt requested, postage prepaid, addressed

Pacoima Wash Natural Park Ground Lease Agreement

To MRCA:

Cara Meyer
Deputy Executive Officer
570 West Avenue 26, Suite 100
Los Angeles, CA 90065

With a copy to:

Jeffrey K. Maloney
Chief Staff Counsel
570 West Avenue 26, Suite 100
Los Angeles, CA 90065

To City of San Fernando
Alexander P. Meyerhoff
City Manager
117 Macneil St.
San Fernando, CA 91340

Either Party may change the address for the purpose of this Section by giving written notice of the change to the other Party in the manner provided in this Section.

Section 18. Partial Invalidity.

Should any provision of this Agreement be held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions of this Agreement shall remain in effect, unimpaired by the holding.

Section 19. Entire Agreement

This instrument constitutes the sole agreement between the City and MRCA respecting the Park, the leasing of the Park to the City and the specified Lease Term, and this Agreement correctly sets forth the obligations of the City and MRCA.

Section 20. Amendments.

This Agreement may be modified only in writing and only if signed by the Parties at the time of the modification.

Section 21. Governing Law.

This Agreement shall be governed by and construed in accordance with California laws.

Pacoima Wash Natural Park Ground Lease Agreement

Section 22. Nondiscrimination.

The City agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, age or physical handicap.

Section 23. Successors in Interest and Assigns.

The terms of this Agreement and covenants contained herein shall apply to and bind and inure to the benefit of the successors in interest and assigns of the parties hereto.

Now therefore, the parties have executed this Agreement as of the date first above written.

CITY OF SAN FERNANDO

Dated: 3-9-18

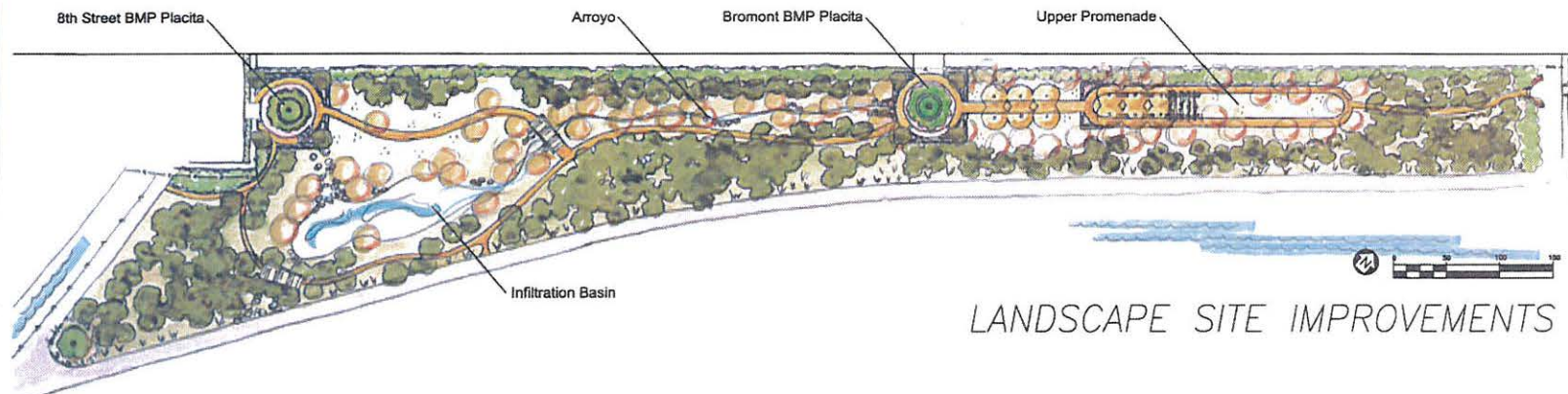
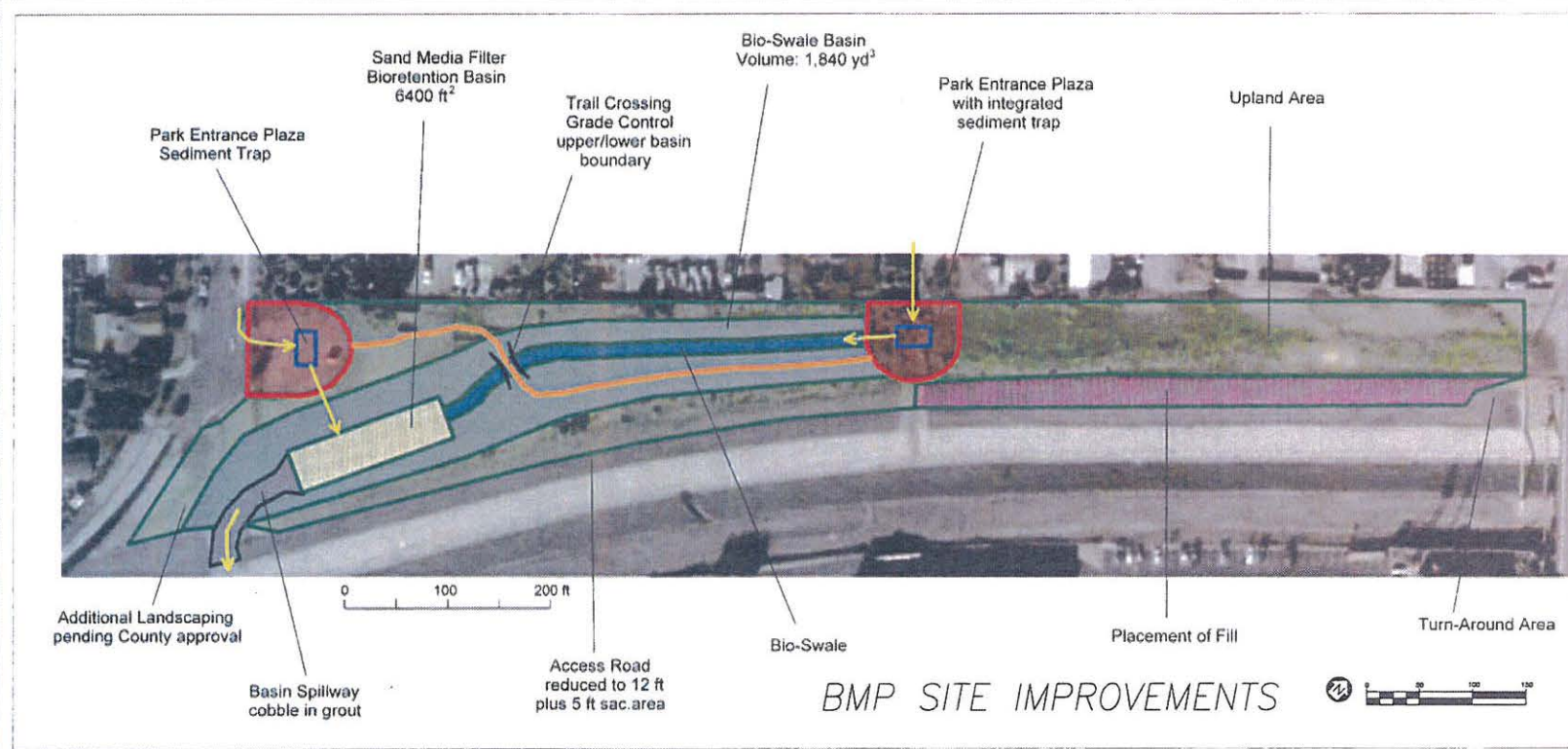
By: Alex P. Meyerhoff
Alexander P. Meyerhoff, City Manager

MOUNTAINS RECREATION AND
CONSERVATION AUTHORITY

Dated: 3/15/2018

By: Cara Meyer
Cara Meyer, Deputy Executive Director

EXHIBIT "A"



REVISIONS	DATE
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	

MOUNTAINS RECREATION AND CONSERVATION AUTHORITY Santa Monica Mountains Conservancy 570 WEST AVENUE TWENTY-SIX LOS ANGELES, CALIFORNIA 90065	BlueGreen Open Space Planning & Design 570 WEST AVENUE TWENTY-SIX LOS ANGELES, CALIFORNIA 90065
--	---

SHEET TITLE	SITE IMPROVEMENTS PLAN
-------------	------------------------

PROJECT TITLE	Foothill Blvd. 8TH STREET PARK
---------------	-----------------------------------

DRAWN BY:	
CHECKED BY:	
PROJECT NO.	
DATE:	

SHEET 1 OF 2
1

**MEMORANDUM OF UNDERSTANDING AND COOPERATIVE AGREEMENT (MOU)
BETWEEN THE MOUNTAINS RECREATION AND CONSERVATION AUTHORITY
(MRCA) AND THE CITY OF SAN FERNANDO**

This MEMORANDUM OF UNDERSTANDING and COOPERATIVE AGREEMENT (hereinafter "MOU") is entered into by and between MOUNTAINS RECREATION AND CONSERVATION AUTHORITY, a public entity of the State of California exercising joint powers of the Santa Monica Mountains Conservancy, the Conejo Recreation and Park District, and the Rancho Simi Recreation and Park District pursuant to Section 6500 *et seq.* of the Government Code (the "MRCA"), and the CITY OF SAN FERNANDO, a municipal corporation organized and existing under the laws of the State of California (the "City"). This MOU is entered into between the MRCA and the City for the purpose of designing, developing, constructing, and maintaining a 2.9-acre park located on three separate parcels of property within the City of San Fernando identified by Assessor Parcel Numbers 2513-033-903, 2513-033-904, and 2513-033-905 (the "Eighth Street Property").

RECITALS

- A. In 2003, the City of San Fernando and the City of Los Angeles commissioned a planning study (the "study") by the Landscape Architecture Program of California State Polytechnic University, Pomona (Cal Poly Pomona) to design aspects of an envisioned greenway along the Pacoima Wash. This study included a series of community outreach surveys and workshops as part of an ongoing stakeholder process to gain input and support for converting the Pacoima Wash into a multi-purpose amenity. This process received overwhelming public interest and support and resulted in the adoption of the study as a City of San Fernando Master Plan for improvements along the Pacoima Wash.
- B. On April 20, 2005, the MRCA presented the Pacoima Wash Greenway Plan and plans for a park on the Eighth Street Property.
- C. On April 22, 2005, representatives from the MRCA met with the City's ad hoc Pacoima Wash Committee and City staff to request that the City support and take the lead in submitting an application for grant funding for the Pacoima Wash Greenway Eighth Street Park.
- D. On July 14, 2005 the City submitted a grant application for the Proposition 50 Chapter 8 Grant Program. No projects within Southern California were funded during this grant cycle.
- E. During the 2006 Proposition 50 Chapter 8 grant cycle, a grant was awarded to the MRCA for the construction of a 2.9-acre river park at the Eighth Street Property (the "Park").
- F. City staff has worked closely with the MRCA in finalizing the design of the Park.
- G. The MRCA and the City desire to work together to develop, construct and maintain the Park.
- H. This Agreement sets forth the duties and responsibilities of the MRCA and the City relative to their role in the design, development, construction and maintenance of the Park.

This Agreement is entered into and subject to the following terms and conditions and the above referenced recitals, which are incorporated by reference below.

Section 1. DUTIES AND RESPONSIBILITIES OF THE PARTIES

1.1 THE MRCA'S DUTIES AND RESPONSIBILITIES: The MRCA shall have full responsibility for the design, development and construction of the 2.9-acre park on the Eighth Street Property. The MRCA shall have full responsibility to provide all maintenance of the Park ("Maintenance Responsibility"), which includes, but may not be limited to, the maintenance of the landscaping, and maintenance of park elements, including benches and receptacles for trash disposal, for a three-year period commencing from the opening date of the Park, or until such time as another organization agrees to maintain the Park in perpetuity. MRCA shall assist the City in seeking an organization to maintain the Park in perpetuity, and agrees to continue its Maintenance Responsibility until such organization takes over the Maintenance Responsibility in perpetuity as evidenced by an execution of an agreement between the City and the organization.

1.2 THE CITY'S DUTIES AND RESPONSIBILITIES: The City shall provide its full cooperation to the MRCA during MRCA's development and construction of the Park. This cooperation shall include waiving fees associated with the construction and development of the Park. The City agrees to install irrigation and/or potable water service(s) to the Park, and the City agrees that no cost for such installation shall be incurred by the MRCA. During the three-year period of MRCA's Maintenance Responsibility, the City will provide maintenance in the form of street sweeping service to the two (2) circular plazas in the Park identified as placitas. The City shall also provide maintenance of the sediment traps located in the Park, up to the piping point during this three-year period of MRCA's Maintenance Responsibility.

1.3 Both parties shall cooperate to find an outside organization to maintain the Park as built in perpetuity. The outside organization may be, but is not limited to, a County or State Agency. The City shall take the lead role in this process, with the MRCA assisting. If such an agreement is not in place by the end of MRCA's three-year Maintenance Responsibility period, the Maintenance Responsibility will transfer to the City.

1.4 The date the MRCA files a "Notice of Completion" for the primary construction contract shall be considered the opening date of the Park to the public. This date shall be used to determine the beginning date of the three-year period of MRCA's Maintenance Responsibility of the park as discussed in Section 1.1 of this MOU.

SECTION 2. FUNDING

2.1 The MRCA shall have the financial responsibility for the design, development and construction of the Park. The MRCA shall also have the financial responsibility for the selection, design, development and construction of the park elements, which include such items as, but may not be limited to, the benches and receptacles for trash disposal.

2.2 The MRCA shall have financial responsibility for the maintenance of the Park during its three-year Maintenance Responsibility period as discussed in Section 1, 1.0 of this MOU. MRCA's financial responsibility will cease after the three-year Maintenance Responsibility period, or at an earlier time upon the execution of an agreement between the City and an organization that agrees to take over the Maintenance Responsibility of the Park in perpetuity.

2.3 The development and construction of the Park, including any park elements, their type and quantity, will be limited to MRCA's secured funding.

2.4 The MRCA reserves the right to alter the Park design for any reason, including escalation of costs. Any alterations shall be presented and approved by the City prior to the development and construction of the alterations. The City's right of approval of any alterations shall not be unreasonably withheld.

SECTION 3. TERM

3.1 This Agreement shall commence on the last date signed by either the City or the MRCA, and terminates three years after the opening date of the Park to the public, unless otherwise terminated or extended by mutual written agreement by the City or the MRCA.

3.2 Prior to commencement of construction of the Park, the City or the MRCA may terminate this Agreement at any time upon written notice to the other party. If construction of the Park has commenced, this Agreement shall not be terminated until the development and construction of the Park has been completed, unless both parties agree in writing to such earlier termination.

3.3 Failure of either party to perform any provision of this Agreement shall constitute a default of this Agreement; provided, however, that if a party in default commences to correct or remedy the default within thirty (30) calendar days after receipt of written notice specifying the default, and continues to correct or remedy this default, the defaulting party shall not be deemed to be in default under this provision.

3.4 Any default under this section shall be indicated in a written notice to the party in default from the non-defaulting party. Delay in providing this notice shall not constitute a waiver of any default nor shall it change the date of default.

SECTION 4. GENERAL PROVISIONS

4.1 No provision of this Agreement is intended to give rise to any right by any third party or entity not a party to this Agreement.

4.2 In the event of any litigation arising from or related to this Agreement, or the rights or obligations of the MRCA or the City under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred including court costs and attorneys fees. In the event of a non-adjudicative settlement of litigation between the parties or a resolution of a dispute by arbitration, that process shall determine the "prevailing party" and that prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred including court costs, attorneys fees, and any arbitration fees.

4.3 The MRCA and the City agree to execute such additional documents as are necessary to carry out the provisions of this Agreement.

4.4 No waiver of any provision of this Agreement shall be deemed to constitute a waiver of any other provision.

4.5 This Agreement may be executed in counterparts, each of which shall be deemed an original.

4.6 The laws of the State of California shall govern this Agreement.

4.7 Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision be deemed unenforceable, the balance of the Agreement shall remain in full force and effect.

4.8 This Agreement contains the full and complete agreement between the MRCA and the City.

SECTION 5. HOLD HARMLESS; INDEMNITY

5.1 To the fullest extent provided by law, the MRCA undertakes and agrees to hold harmless, indemnify, and defend the City, and all officers, employees, and agents of the City, through legal counsel reasonably acceptable to the City, from and against any and all claims, suits, loss, demands, expense, damages or liability whatsoever for injuries to or death of persons or damage to property occurring due to the actions of the MRCA's employees or agents. Without affecting the rights of the City under any provision of this MOU, the MRCA shall not be required to indemnify and hold harmless the City for liability attributable to the active negligence of the City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where the City is shown to have been actively negligent and where the City's active negligence accounts for only a percentage of the liability involved, the obligation of the MRCA will be for that entire portion or percentage of liability not attributable to the active negligence of the City.

5.2 To the fullest extent provided by law, the City undertakes and agrees to hold harmless, indemnify, and defend the MRCA and all officers, employees, and agents of the MRCA, through legal counsel reasonably acceptable to the MRCA, from and against any and all claims, suits, loss, demands, expense, damages or liability whatsoever for injuries to or death of persons or damage to property occurring due to the actions of the City's employees or agents. Without affecting the rights of the MRCA under any provision of this MOU, the City shall not be required to indemnify and hold harmless the MRCA for liability attributable to the active negligence of the MRCA, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where the MRCA is shown to have been actively negligent and where the MRCA's active negligence accounts for only a percentage of the liability involved, the obligation of the City will be for that entire portion or percentage of liability not attributable to the active negligence of the MRCA.

SECTION 6. COMMUNICATIONS REGARDING THIRD PARTIES

6.1 The MRCA and the City will jointly review all press releases, signs and other public relations materials relating to the Park, to ensure these materials adequately and accurately identify both the MRCA and the City with respect to their role in connection with the development of this Park.

SECTION 7. NOTICES

7.1 All notices required to be given pursuant to the terms of this Agreement shall either be personally hand delivered or delivered by certified mail, return receipt to:

Mountains Recreation and Conservation Authority at:
Mountains Recreation and Conservation Authority
Los Angeles River Center & Gardens
570 West Avenue 26, Suite 100
Los Angeles, CA 90065
Attention: Cara McLane, Contracts Officer

City of San Fernando at:

City of San Fernando
117 Macneil Street
San Fernando, CA 91340
Attention: Ron Ruiz


or to any such other address as the parties may in writing, from time to time, direct. All mailed notices shall be deemed received three days after being deposited in the U.S. Mail.

FOR THE MOUNTAINS RECREATION AND CONSERVATION AUTHORITY:

By: 
Cara McLane
Contracts Officer

Date: 6/23/08

FOR THE CITY OF SAN FERNANDO:

By: 
Jose E. Pulido
City Administrator

Date: 6/24/08

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

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

Date: September 5, 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.

Update on the Application of the City's Community Engagement Framework

Page 2 of 4

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.

Update on the Application of the City's Community Engagement Framework

Page 3 of 4

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
- Homelessness Town Hall

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
- Annual Transaction Tax Town Halls

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
- Climate Action and Resilience Plan

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.

Update on the Application of the City's Community Engagement Framework

Page 4 of 4

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 this 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, with funding specific to language translation services incorporated in the FY 2023-2024 Adopted Budget. Additional Community Engagement will be funded on a case-by-case basis and built into each 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	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • Number of notifications sent
Administration	Social Media Posts	Inform - give the public information on a project, program, policy.	Social Media	Ongoing	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • Number of notifications sent • Tracking of interpretation use per meeting • Customer satisfaction
Community Development	Homelessness Town Hall	Inform - give the public information on a project, program, policy.	Community Meetings, Mailers, Social Media, Radio Promotion	September 20, 2023 (annual event)	<ul style="list-style-type: none"> • Number of participants per meeting • Long-term impact and connection with participant • Customer satisfaction
Police	National Night Out	Inform - give the public information on a project, program, policy.	Community Event	October 2023	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • Number of participants per meeting • Long-term impact and connection with participant
Public Works	Infiltration Project	Inform - give the public information on a project, program, policy.	Community Education, Website	October 2023	<ul style="list-style-type: none"> • Customer satisfaction
Public Works	Well 3 Infiltration Project	Inform - give the public information on a project, program, policy.	Notifications	October 2023	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • 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	September 2023 - December 2023	<ul style="list-style-type: none"> • Number of requests • Number of requests that shift to the mySF system • Customer satisfaction
Finance	Transaction Tax Meeting	Consult - receive feedback from the public to help inform the City's decisions.	Community Meeting	Fall 2023	<ul style="list-style-type: none"> • Number of participants per meeting
Police	Chat with the Chief	Consult - receive feedback from the public to help inform the City's decisions.	Community Meeting	Ongoing	<ul style="list-style-type: none"> • 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	December 2023 - April 2024	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • Number of participants per meeting • 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	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • 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, Resident Notifications, Survey, Social Media, Website, Newsletter (project completed)	April 2021 - June 2, 2021	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • 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	October 2023 - December 2023	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • 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,	December 2023 - August 2024	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • 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	September 2023 - February 2024	<ul style="list-style-type: none"> • Number of participants per meeting • Long-term impact and connection with participant • Customer satisfaction

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

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

Date: September 5, 2023

Subject: Consideration to Approve a Conceptual Design for the Las Palmas Park Revitalization Project

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve the conceptual design of the Las Palmas Park Revitalization Project (Attachment “A”) and authorize RJM Design Group, Inc. (RJM) to start developing bid documents for the construction of the project;
- b. Authorize staff to prepare and release a Notice Inviting Bids (NIB) and Request for Proposals (RFP) for the construction of the Las Palmas Revitalization Project; and
- c. Provide staff with direction, as appropriate.

BACKGROUND:

1. On February 5, 2018, the City Council adopted the Parks and Recreation Master Plan (PMP) as a strategic tool to cultivate a comprehensive vision for enhancing park facilities and recreational programming offered to the residents of San Fernando. The PMP identified multiple park sites that needed improvements in order to maintain the continuity of recreational services.
2. On June 5, 2018, the voters of California approved Proposition 68, “Parks, Environment, and Water Bond Act.” The measure authorized \$4 billion in general obligation bonds dedicated to funding state and local parks, environmental protection and restoration, water infrastructure, and flood protection projects. Administered by the California Department of Parks and Recreation, Proposition 68 aims to enhance recreational spaces, safeguard the environment, ensure water reliability, and strengthen communities against flooding.

Consideration to Approve a Conceptual Design for the Development of the Las Palmas Park Revitalization Project

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3. On July 10, 2020, the California Department of Parks and Recreation released the Statewide Park Development and Community Revitalization Grant Program (SPP) Round 4, for revitalizing park projects throughout the state. SPP allocated \$395.3 million in competitive grant funding to create, expand or renovate parks in low-income and disadvantaged communities.
4. On February 16, 2021, the City Council authorized staff to submit an SPP grant application for renovation of Recreation Park, Las Palmas Park, and Pioneer Park. This grant application aligned with the priorities identified in the PMP, seeking to enhance recreational opportunities for the community.
5. Throughout the application process, Recreation and Community Services (RCS) staff engaged in discussions with the Parks, Wellness and Recreation Commission regarding the renovation projects for the three parks. In addition, a series of community meetings conducted both through Zoom and in person were conducted to solicit valuable feedback relating to the park renovation projects. The final grant application included the community's feedback on the planned renovations.
6. On December 8, 2021, the California Department of Parks and Recreation informed the City that the Las Palmas Park Revitalization Project was selected for funding. The grant award of \$4.2 million includes pre-construction costs to assist with plan development, design specifications, cost estimates, and construction documents.
7. On June 6, 2022, the City Council authorized staff to circulate a Notice Inviting Bids for community engagement and for the design of the Las Palmas Park Revitalization Project. Six firms responded to the request and three firms were invited to an interview for a more in-depth assessment of their capabilities.
8. On September 19, 2022, the City Council temporarily postponed awarding a Professional Service Agreement to RJM, until a more robust community engagement effort could be defined. The City Council recommended that a local non-profit non-governmental organization (NGO) lead the community engagement effort and that RJM collaborate with the selected NGO to develop the Las Palmas Park project design.
9. On January 3, 2023, the City Council approved a Professional Service Agreement (PSA) for community engagement services with Pacoima Beautiful to lead the effort to disseminate project information and gathering feedback for the residents. RJM was awarded a PSA to develop a conceptual plan for the Las Palmas Park project.

Consideration to Approve a Conceptual Design for the Development of the Las Palmas Park Revitalization Project

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ANALYSIS:

The California Department of Parks & Recreation awarded \$4.2 million grant to the City for the Las Palmas Park Revitalization Project as part of the Statewide Parks Development and Community Revitalization Program and the “Outdoors for All” initiative. The revitalization project transforms Las Palmas Park into a prime recreation facility. Major park amenities such as the ball diamonds, playground, picnic shelters, and others amenities are being renovated. A splash pad and new exercise area will also be constructed.

The proposed Conceptual Design for the park’s transformation is a result of a robust community engagement effort that provided residents a platform to contribute their ideas and suggestions for these renovations. The process of gathering input was a collaborative effort between the City and its residents using the Consult approach from the City’s Community Framework plan. In this effort, the public played a significant role in shaping the design of the project.

In February 2023, RCS staff partnered with Pacoima Beautiful and RJM to create a strategic plan for community engagement for the Las Palmas Park Revitalization Project. The focus was on creating an effective approach for collecting feedback from the San Fernando community. Discussion centered around the methodology for gathering feedback and the means (printed material, websites, social media and in-person interaction) that would be utilized to solicit opinions to help shape the development of the Project’s design.

Based on the City Council’s recommendation, a comprehensive plan with a multi-pronged approached was employed to gather feedback. The tools used for the community engagement included:

- Community Meetings
- Pop Up tabling
- Focus Group Meetings
- Canvassing the Las Palmas Park Neighborhood
- Interview of Key Stakeholders
- Community Survey
- A Project Website

Community Engagement.

San Fernando residents were invited to several community workshops to learn about the Park and Recreation Master Plan and Las Palmas Park Revitalization Project, and to participate in the process by offering their thoughts and ideas on what elements should be incorporated into the park renovation. Three separate workshops were held at the Las Palmas Park Community Center on March 29, 2023, April 27, 2023, and May 31, 2023 to collect and review responses from the community. The feedback provided is detailed in the Cumulative Community Workshop Summary (Attachment “B”).

Consideration to Approve a Conceptual Design for the Development of the Las Palmas Park Revitalization Project

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Pacoima Beautiful conducted several Pop-Up events to inform residents about the Community meetings being held, inform participants about the Project and administer the community survey. Pop Ups were conducted at RCS Special Events, the San Fernando Night Market and Sport Opening Days. Pacoima Beautiful met with focus groups like senior clubs, sports clubs, and park patrons, and interviewed key stakeholders (League Managers and City Council) to gather their ideas on the Project. Pacoima Beautiful staff also collected input by canvassing Las Palmas Park neighborhood, which was shared with RJM to incorporate into the design.

RJM helped to solicit community feedback by developing a project website (<https://storymaps.arcgis.com/stories/efd0992a7f334200ad998227a4c0dd77>) that shared an overview and history of the project, a project timeline, and posted updates on the progress of the project, which is also accessible from the City's website. Within the website, a link to the City's 10-question survey allowed the design team to gain a better understanding of the community's vision. In addition to the City's survey, RJM developed a feedback link allowing visitors to provide ideas and comments about the Las Palmas Park Revitalization Project. All information collected via the community engagement effort has been incorporated into the proposed Conceptual Design for the Project.

Conceptual Design.

RJM solidified the information gathered from the community engagement effort and presented all the options and ideas at the May 31, 2023 community meeting. The community meeting showed the results of the survey, which asked respondents to select up to five park amenities that should be prioritized and included in the renovation of Las Palmas Park. The City survey had 256 respondents, 226 were in English and 30 in Spanish. The ranking of the park amenities are as follows:

1. Roller Skating Rink	(50%)	13. Basketball Court	(15%)
2. Park Restrooms	(49%)	14. Baseball Field	(14%)
3. Field Lighting	(46%)	15. Accessible Patio	(12%)
4. Walking Path Lighting	(42%)	16. Concession Stand	(12%)
5. Multipurpose Athletic Field	(31%)	17. Synthetic Turf Field	(11%)
6. Dog Park	(28%)	18. Tennis/Pickleball Courts	(10%)
7. Parking Lot	(28%)	19. Learning Center	(10%)
8. Picnic Shelters	(26%)	20. Wading Pool	(9%)
9. Accessible Playground	(25%)	21. Gym Floor	(8%)
10. Community Garden	(24%)	22. Irrigation/Landscaping	(6%)
11. Building Restrooms	(23%)	23. Awning for Gym Entrance	(3%)
12. Splashpad	(17%)	24. New Windows for Gym	(2%)

Participants at the May 31, 2023 community meeting cast their vote for the type of park amenity they wanted by placing dots next to a picture of samples of their preferred amenities. Each

Consideration to Approve a Conceptual Design for the Development of the Las Palmas Park Revitalization Project

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amenity had a different color dot to distinguish between each vote and tally the results. The proposed conceptual design (Attachment “A”) correlates to the final tally of the Dot Exercise on May 31, 2023, and the priorities of the community identified in the survey.

The proposed conceptual design includes all of the Grant Scope improvements except a Tennis/Pickleball Court that has been replaced with the Roller Rink overlay. Upon the City Council’s approval, RCS staff will notify the State of California, Department of Parks and Recreation, of the change in the Grant Scope. No additional funds are being requested for a change; hence, staff expects the State to approve the change.

Notice Inviting Bids.

Should the City Council approve the Conceptual Design, RJM will produce construction documents and specifications for the contractors bidding process. The construction documents are expected to be available the latter part of December 2023. City staff (Public Works and Community Development departments) will conduct a Plan Check review of the documents to ensure the documents meet all regulatory standards required by local, state and federal agencies overseeing capital improvement projects. The Plan Check review is expected to take between three to four weeks to complete, or by the end of January 2024.

Staff will circulate a Notice Inviting Bids and Request for Proposals in February 2024 to start the bidding process. The proposals will be evaluated and staff will recommend the lowest qualified bidder to the City Council in late March or early April 2024. Construction on the Las Palmas Park Revitalization Project is expected to begin May 2024, with a completion date of June 2025.

BUDGET IMPACT:

The total estimated grant cost for the Las Palmas Park Revitalization Project is \$4,234,980. Funding was appropriated in the City’s Fiscal Year 2021-2022 budget through the Statewide Park Development and Community Revitalization (SPP) Grant and carried forward into current year for capital project costs. There is no match requirement for this grant.

SOURCES		
Fund	Account Number	Allocation
Statewide Park Program (Grant)	010-3692-0156	\$ 4,234,980
Total Sources:		\$ 4,234,980

Consideration to Approve a Conceptual Design for the Development of the Las Palmas Park Revitalization Project

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USES		
Activity	Account Number	Cost
Pre-construction Cost	010-422-0156-4600	\$ 490,121
Plans, Specifications, Cost Estimates, Permits		
Groundbreaking,		
Community Engagement	010-422-0156-4600	\$ 40,000
Construction	010-422-0156-4600	\$ 3,704,859
Expenditures-to-Date:		\$ 107,090
Total Available Uses:		\$ 4,127,890

The grant allows 25% (\$705,830) of the grant for pre-construction expenses. RJM cost is \$490,121 and the community engagement cost is \$40,000 totaling \$530,121, which is within the allotted amount. Upon conclusion of the design phase, staff will re-allocate any remaining pre-construction funds toward construction.

CONCLUSION:

It is recommended that the City Council approve the conceptual design for the Las Palmas Revitalization Project, authorize RJM Design Group, Inc. to start developing construction documents, authorize a Notice Inviting Bids and Request for Proposals upon completion of the construction documents, and provide staff with direction as appropriate

ATTACHMENTS:

- A. Conceptual Plan
- B. Cumulative Community Workshop Summary

















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CONTAINMENT NETTING





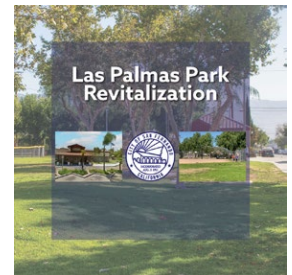
CUMULATIVE COMMUNITY WORKSHOP SUMMARY

DATE: June 26, 2023

TO: CITY OF SAN FERNANDO

FROM: RJM Design Group, Inc.

SUBJECT: Las Palmas Park Renovation



The California Department of Parks & Recreation awarded \$4.2M to the City for the Las Palmas Park Revitalization Project as part of the Statewide Parks Development and Community Revitalization Program and "Outdoors for All" initiative.

The Revitalization Project includes the addition of multipurpose athletic field, splash pad, tennis/pickleball court, sports field and park lighting. It also includes renovations of the play area, basketball court, baseball fields, walking paths, picnic shelters, outdoor exercise equipment, and restroom/concession building.

With a request from the San Fernando City Council, the non-profit organization Pacoima Beautiful was engaged to conduct and assist with the workshops. In addition to hosting the first two workshops, Pacoima Beautiful also canvassed the neighborhood surrounding the park speaking to residents, handing out informational fliers and inviting them to attend and share their ideas on the park improvements. Their team generated lists of community responses from each of those two workshops of the amenities and features requested to be included in the park revitalization.



Thursday, April 27, 2023
Your Park, Your Vision

Las Palmas Park Revitalization Community Meeting

You are invited to play an important role in the planning and design process to revitalize Las Palmas Park.

A series of community meetings are being planned to gather feedback from the community on the design elements of the project.

Join us for the 2nd community meeting on April 27, 2023, at 5:30-7:30pm at Las Palmas Park inside the gym.

Child Care will be provided for participants

Send a text message with the word "laspalmas" to 77222 to receive project updates

For more information call Gisell at (818) 940-8114 or visit the city's website.

Let the City
Know Your
Vision

Take Part in
the Planning
and Design of
the Project

Your Opinions
Matter!

Lend Your
Voice to the
Discussion

Help Build the
Park You Want

Scan the QR
Code to take
the survey



505 S. Huntington Street San Fernando, CA 91340



Pacoima
Beautiful

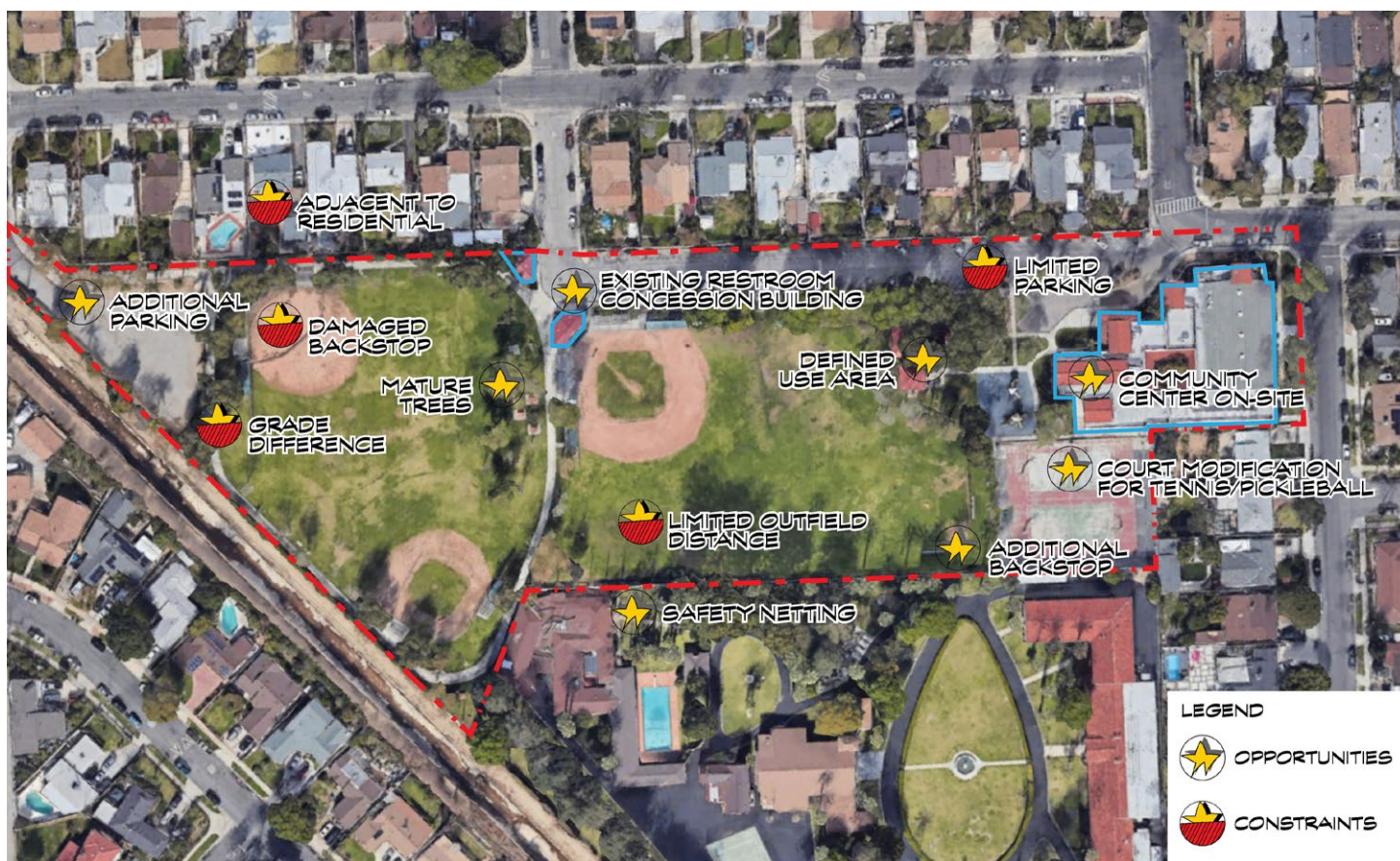


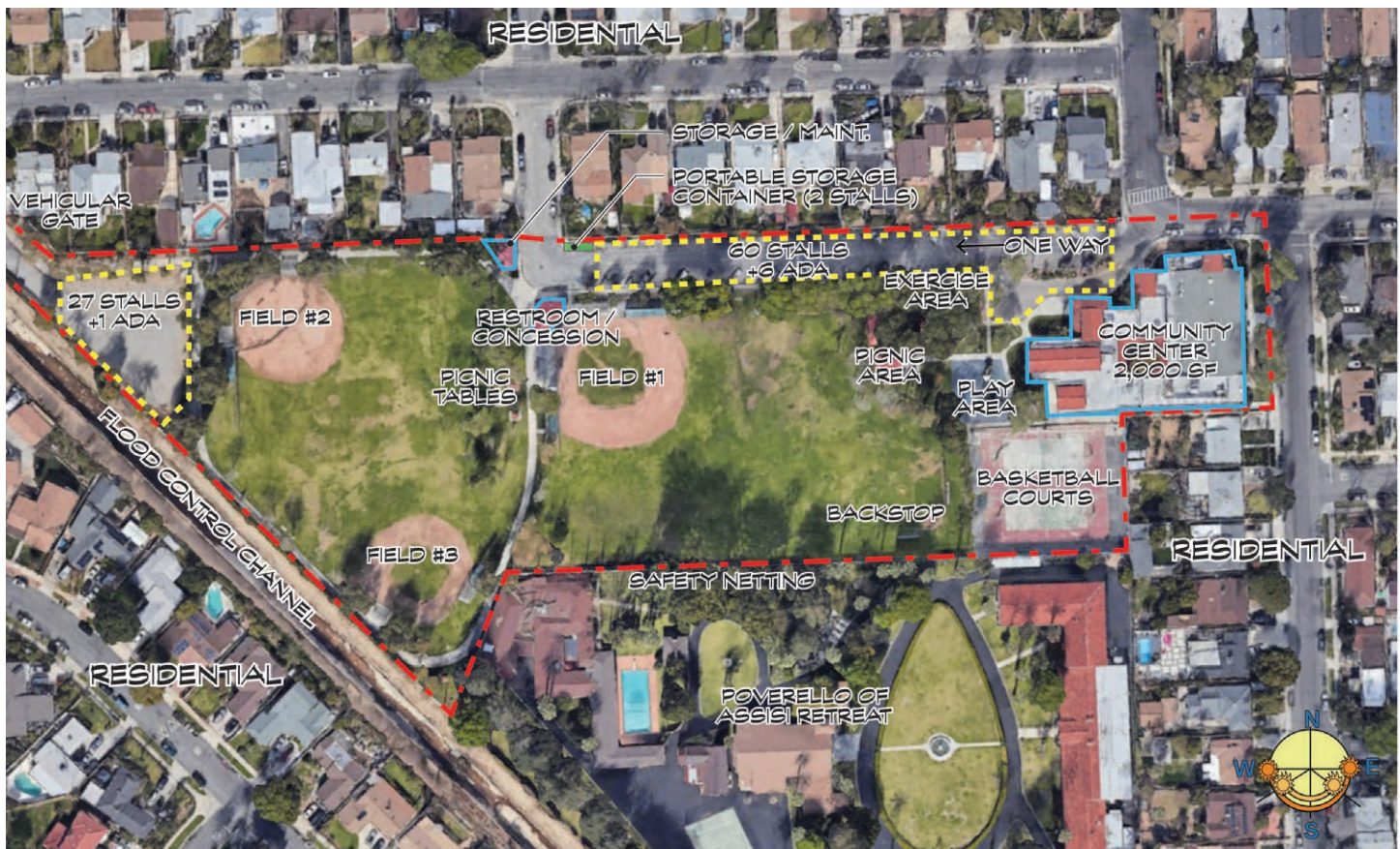
RECREATION AND
COMMUNITY
SERVICES

208 Park Avenue
San Fernando, CA 91340
818-898-1290

SFCITY.ORG/SFRECREATION

Part of the outreach efforts involved information sharing. The following exhibits illustrate site photos as well as opportunities and constraints used to inform the community of the project.





As part of the community outreach portion of the project, residents of the City of San Fernando were invited to several community workshops to learn about the Master Plan process and to participate by offering their thoughts and ideas on what elements should be incorporated into the park renovation. Three separate workshops were held at the Las Palmas Community Center on March 29th, April 27th, and the final community event held on May 31st to culminate the responses from the community. The following is the information collected from Pacoima Beautiful as part of their outreach efforts.

March 29th Workshop Responses

Park Amenities

- Baseball
- Basketball
- Concession Stand
- Dog Park
- Exercise Stations
- Hitting Wall
- Lighting
- Playground
- Picnic/Barbecue Area
- Restrooms
- Roller Rink
- Security
- Skate Park
- Soccer
- Splashpad
- Stage
- Swimming Pool
- Tennis
- Walking Path

April 27th Workshop Responses

Park Amenities

- Baseball
- Basketball
- Concession Stand
- Dog Park
- Drinking Fountains
- Exercise Stations
- Hitting Wall
- Lighting
- Playground
- Picnic/Barbecue Area
- Restrooms
- Roller Rink
- Running Track
- Security
- Skate Park
- Soccer
- Splashpad
- Stage
- Swimming Pool
- Vehicular Circulation Signage
- Volleyball

April 27th Workshop Responses

Building Improvements

- Activity Room
- Air Conditioning
- Computer Room
- Concession Stand
- Dance Room
- Handicap Access / ADA Door Openers
- Gym Ceiling
- Security Cameras in Building
- Workout Room



To help solicit community feedback, RJM developed a project website that shared an overview of the history, the intended timeline, and project updates as the project progressed. Within the website, a link to a ten question survey generated by the City of San Fernando allowed the design team to gain a better understanding of the community's wishes. In addition to Pacoima Beautiful's efforts, the City also hosted an online survey available from January until the end of the community outreach phase. The following are the results from the survey.

City Survey Responses as of April 27th

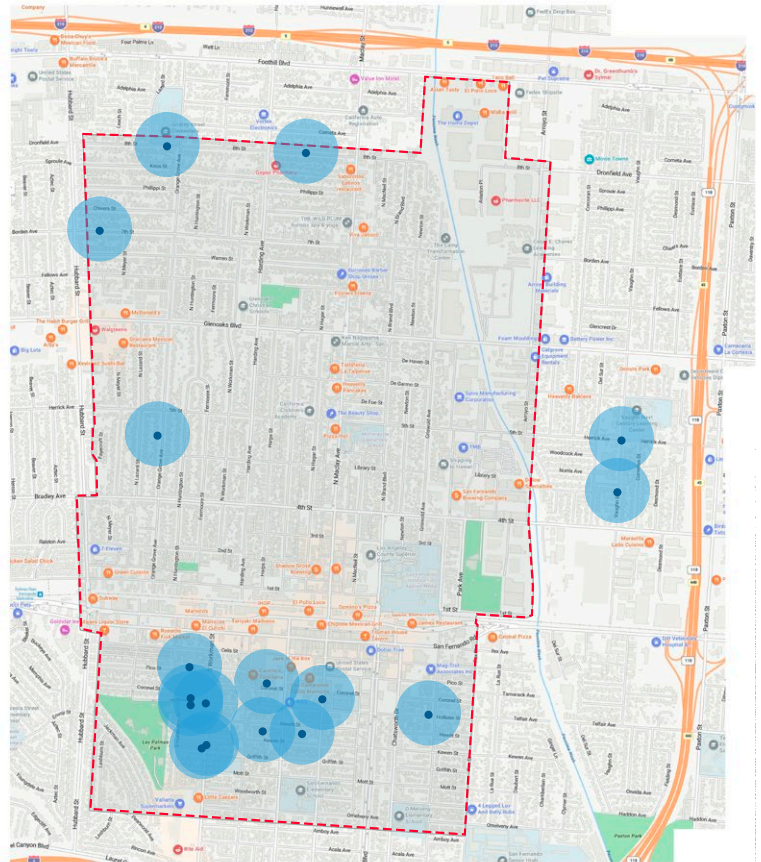
Park Amenities

1. Roller Skating Rink (50%)
2. Park Restrooms (49%)
3. Field Lighting (46%)
4. Walking Path Lighting (42%)
5. Multipurpose Athletic Field (31%)
6. Dog Park (28%)
7. Parking Lot (28%)
8. Picnic Shelters (26%)
9. Accessible Playground (25%)
10. Community Garden (24%)
11. Building Restrooms (23%)
12. Splashpad (17%)
13. Basketball Court (15%)
14. Baseball Field (14%)
15. Accessible Patio (12%)
16. Concession Stand (12%)
17. Synthetic Turf Field (11%)
18. Tennis/Pickleball Courts (10%)
19. Learning Center (10%)
20. Wading Pool (9%)
21. Gym Floor (8%)
22. Irrigation/Landscaping (6%)
23. Awning for Gym Entrance (3%)
24. New Windows for Gym (2%)

The final workshop consisted of an individual “dot” exercise where participants received five (5) blue dots to place next to their top 5 amenities. Participants also were given one (1) yellow dot for their favorite playground theme, green dot for water play amenity, purple dot for exercise equipment, red dot for shade structure, and orange dot for baseball field amenities. Sixty (60) attendees participated in the final workshop.

Pre-Survey Question 1: Where do you live?

Survey participants were distributed throughout the City of San Fernando with a majority being located in the surrounding neighborhoods next to the park.

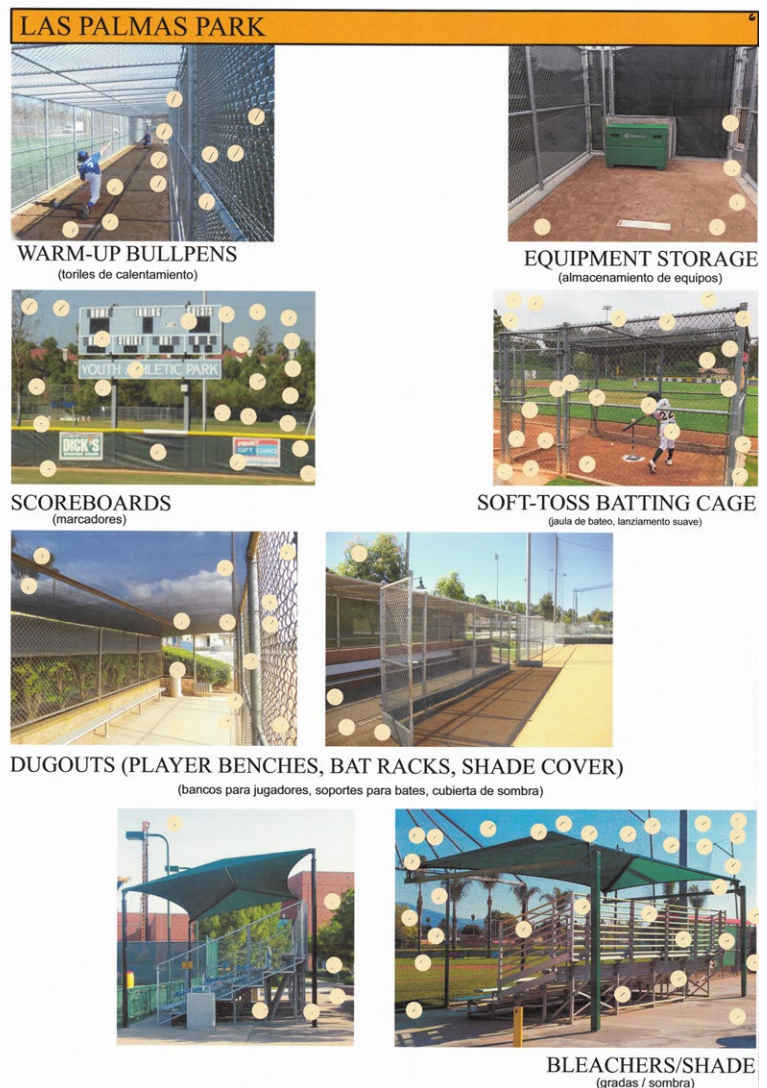


Individual "dot" Exercise (blue dots)

Recreation Programs:

- Baseball Field Improvements: **22**
- Add Safety/Security Lighting: **27**
- Install Roller Derby/Skating Rink: **11**
- Restroom/Concession Improvements: **28**
- Basketball Court Improvements: **8**
- Play Area Improvements: **13**
- Add Walking Path/Running Track: **11**
- Exercise Area Improvements: **7**
- Replace Site Furnishings (Benches, Picnic Tables, Drinking Fountains, etc.): **17**
- Add Splashpad Water Play Area: **15**
- Add Pickleball/Tennis Courts:
- Add Skate Spot: **4**
- Add Hitting/Play Wall: **1**
- Add Off-Leash Dog Area: **10**
- Add Volleyball Court: **8**

Las Palmas Park		puntos azules BLUE DOTS									
5 prioridades principales											
TOP 5 PRIORITY	RECREATION PROGRAMS programas recreativos										
	Baseball Field Improvements (mejoras del campo de béisbol)	●	●								
	Add Safety/Security Lighting (añadir iluminación de seguridad)	●	●	●							
	Install Roller Derby/Skating Rink (instalar el roller derby / una pista de patinaje)	●	●	●	●	●	●				
	Restroom/Concession Improvements (mejoras en baños y concesiones)	●	●	●	●						
	Basketball Court Improvements (mejoras en las canchas de baloncesto)	●	●	●							
	Play Area Improvements (mejoras en la zona de juegos)	●									
	Add Walking Path/Running Track (añadir un sendero / pista para correr)	●	●	●	●	●					
	Exercise Area Improvements (mejoras en la zona de ejercicio)	●									
	Replace Site Furnishings (Benches, Picnic Tables, Drinking Fountains, etc.) (reemplazar bancos, mesas de picnic y fuentes)	●	●	●	●	●					
	Add Splashpad Water Play Area (añadir zona de juegos acuáticos)	●									
	Add Pickleball/Tennis Courts (añadir canchas de pickleball / tenis)										
	Add Skate Spot (añadir lugar de patinaje)	●									
	Add Hitting/Play Wall (añadir muro de golpeo / juego)										
	Add Off-Leash Dog Area (añadir una zona para perros sin correa)										
	Add Volleyball Court (añadir cancha de voleibol)	●	●	●	●						



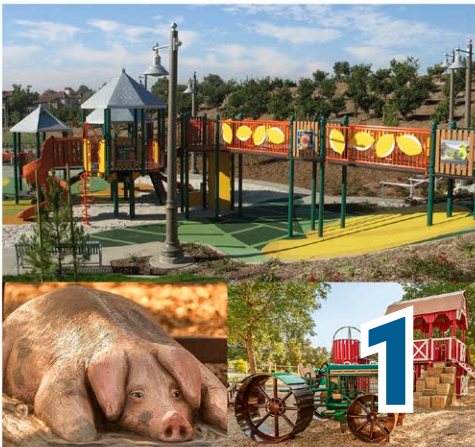
LAS PALMAS PARK



NATURAL



SPORTS



AGRICULTURE



ROCK CLIMBING



PATRIOTIC



FUTURISTIC



SENSORY



DINOSAURS

LAS PALMAS PARK



PLAYABLE FOUNTAINS
GROUND SPRAYS ONLY

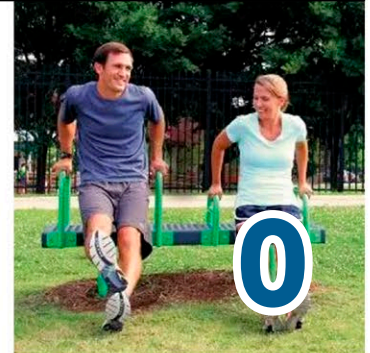
TOTAL: 4



STANDARD SPLASH PAD
ERECTED STEEL SPRAY PLAY
TOTAL: 43



LAS PALMAS PARK



STATIC FITNESS EQUIPMENT **TOTAL: 0**



STATIC FITNESS RIG STRUCTURES **TOTAL: 6**

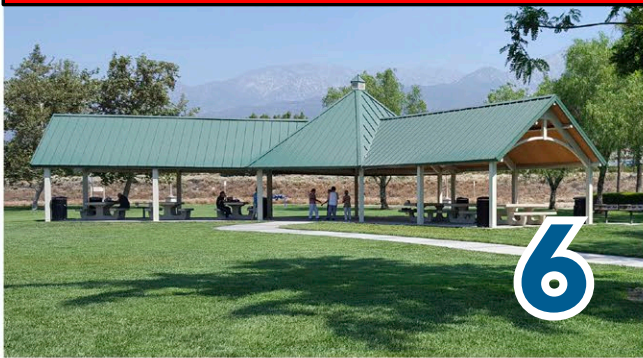


OBSTACLE COURSE ELEMENTS **TOTAL: 30**



DYNAMIC FITNESS EQUIPMENT **TOTAL: 11**

LAS PALMAS PARK



PRE-FABRICATED SHADE STRUCTURES



TOTAL: 9



CUSTOMIZED PRE-FABRICATED SHADE STRUCTURES



TOTAL: 21



OPEN PICNIC TRELLIS SHADE STRUCTURES



TOTAL: 2



FABRIC SAIL SHADE STRUCTURES



TOTAL: 7

LAS PALMAS PARK



WARM-UP BULLPENS



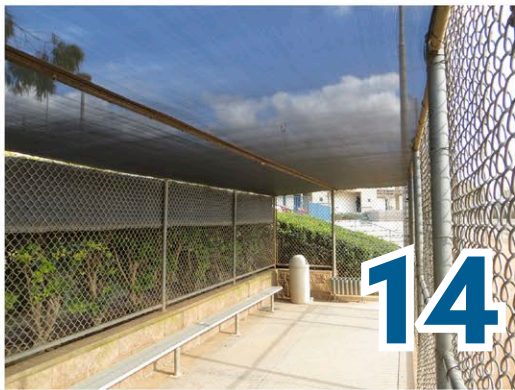
EQUIPMENT STORAGE



SCOREBOARDS



SOFT-TOSS BATTING CAGE

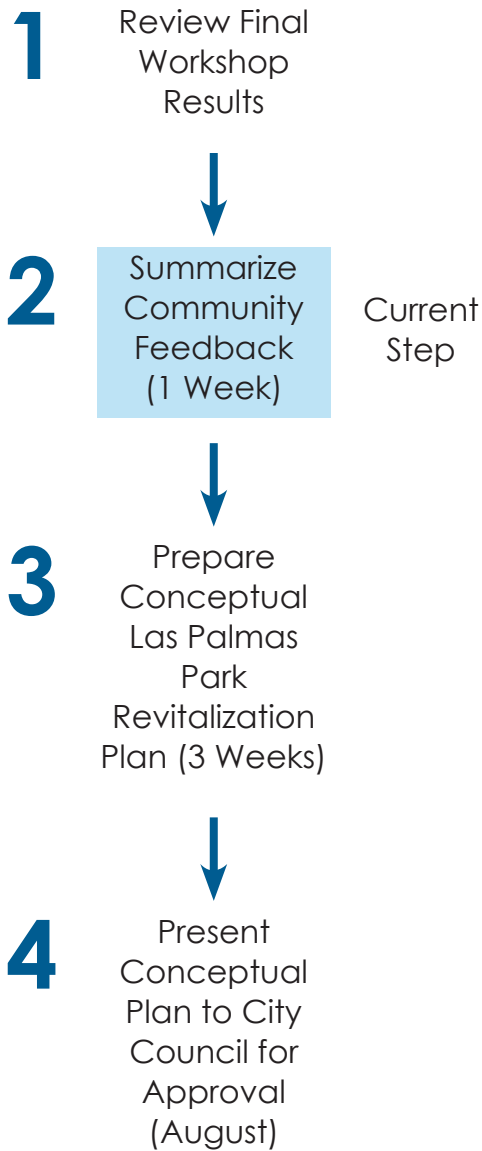


DUGOUTS (PLAYER BENCHES, BAT RACKS, SHADE COVER) **TOTAL: 18**

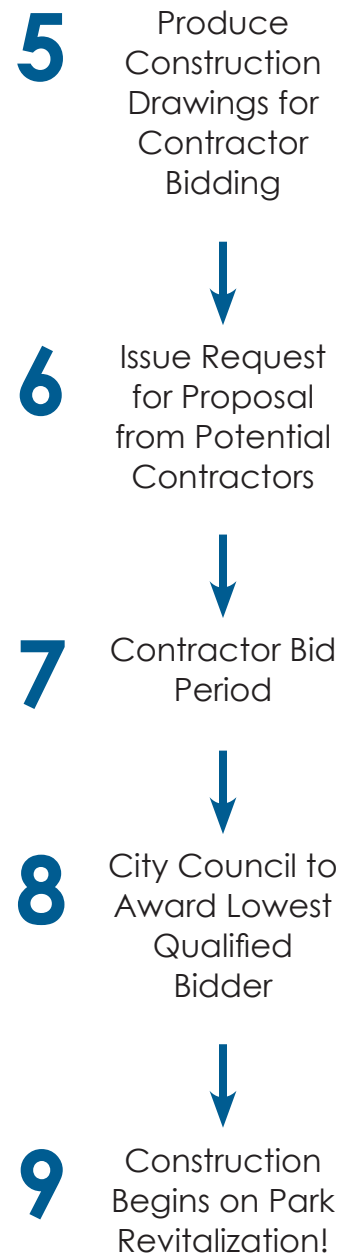


TOTAL: 37 BLEACHERS/SHADE

Next Steps



With City Council Approval



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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Erika Ramirez, Director of Community Development
Kenya Marquez, Housing Coordinator

Date: September 5, 2023

Subject: Consideration and Discussion Regarding Implementation of the Homeless Action Plan and the Proposed Homelessness Town Hall

RECOMMENDATION:

It is recommended that the City Council:

- a. Receive an update regarding implementation of the Homeless Action Plan;
- b. Discuss the proposed Homelessness Town Hall; and
- c. Provide direction to staff, as applicable.

BACKGROUND:

1. On October 5, 2020, the City Council received and filed an update on homeless outreach in San Fernando by City staff. This update initiated a discussion of homelessness in San Fernando and the City's comprehensive approach to assist people experiencing homelessness through the development of an action plan.
2. On February 16, 2021, the City Council established a Homeless Committee Ad Hoc (Councilmembers Montañez and Rodriguez) to work with a City Homeless Task Force (HTF) comprised of department staff from Administration, Community Development, Police, Public Works and Recreation and Community Services to develop policy recommendations in addressing homelessness in San Fernando, including but not limited to, the review of consultants that would prepare a Homelessness Action Plan.
3. On February 22, 2022, the City participated in a one-day, citywide homeless point-in-time count as part of the Los Angeles Homeless Services Authority's (LAHSA) 2022 Count.
4. On April 18, 2022, the City Council adopted Resolution No. 8138 approving a Housing Coordinator position to re-establish and administer the City's low-income assistance home

Consideration and Discussion Regarding Implementation of the Homeless Action Plan and the Proposed Homelessness Town Hall

loan programs, establish and administer other loan and grant programs, implement the Homelessness Action Plan and develop policies to support individuals and families experiencing homelessness.

5. On June 6, 2022, the City Council adopted Resolution No. 8153 approving the sixth cycle 2021-2029 Housing Element, which contains policies focused on people experiencing homelessness and people at-risk of experiencing homelessness as a special needs population in San Fernando.
6. On September 6, 2022, the City Council adopted Resolution No. 8164 approving the City of San Fernando Homelessness Action Plan, a comprehensive strategy to address homelessness over the next five years.
7. On January 24, 2023, the City participated in a one-day, citywide homeless point-in-time count as part of the LAHSA 2023 Count.
8. On April 17, 2023, the City Council approved a Contract Services Agreement with North Valley Caring Services in an amount not-to-exceed \$175,000 for street outreach for individuals experiencing homelessness.
9. On August 9, 2023, the Homeless Committee Ad Hoc gathered to discuss outreach efforts concerning homelessness and the Homeless Action Plan.

ANALYSIS:

The City of San Fernando Homelessness Action Plan (Plan) was adopted on September 6, 2022, as a comprehensive strategy to address the needs of City residents experiencing or at-risk of homelessness over the next five years. The plan focuses on three guiding priorities, supported by proactive strategies that will work to address three key goals in San Fernando (further information may be found in Attachment “A”). The priorities and goals are as follows:

Priority	Goal
1. Develop City’s Capacity to Better Prevent and End Homelessness	Establish a Homelessness Response Center led by identified departmental lead and supported by established homelessness-dedicated staff positions.
2. Address the Service Needs of People Experiencing Unsheltered Homelessness	Strive to eliminate unsheltered homelessness in San Fernando.

Consideration and Discussion Regarding Implementation of the Homeless Action Plan and the Proposed Homelessness Town Hall

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Priority	Goal
3. Focus on Root Causes to Prevent Homelessness	Seek to increase the number of individuals diverted from the homelessness response system by leveraging strategic partnerships with upstream services and building in mechanisms to measure success.

Since the adoption of the Homelessness Action Plan in 2022, several efforts have been accomplished to achieve Priority 1. These efforts include hiring a Housing Coordinator to oversee and spearhead homelessness services and refining and developing procedures. Additionally, several engagement efforts have also been undertaken, including a dedicated session on homelessness within the Police Department's Community Academy. Information regarding requesting outreach for individuals experiencing homelessness is provided on the City Manager's Monthly Report and on the City website, which also offers a housing and community resources page ([SFCITY.ORG/Housing-Community-Resources](https://www.sfcity.org/Housing-Community-Resources)).

On January 24, 2023, the City participated in the LAHSA's 2023 Count, conducting a one-day citywide homeless point-in-time count. The initial raw data from the count indicated 26 individuals and 30 improvised dwellings (i.e., cars, vans, recreational vehicles, tents, and makeshift shelters). Following LAHSA's methodology, this estimate was adjusted to 72 individuals, marking the highest recorded estimate to date for the City. However, LAHSA concedes that the methodology used for the homeless count estimates works best with large data sets, such as the Service Planning Area 2, or SPA2, which encompasses most of the San Fernando Valley. Since the estimates do not portray a true representation of smaller areas below the SPA level (such as San Fernando), LAHSA has decided not to publish the estimated counts for specific jurisdictions on its website.

In June 2023, the contract with North Valley Caring Services was signed to provide street outreach for individuals experiencing homelessness for one year. The outreach team from North Valley Caring Services is dedicated to actively engage with the unhoused population in the City, fostering meaningful connections, and cultivating supportive relationships. This strategic effort seeks to provide pathways to temporary and permanent housing solutions, with the ultimate goal of increasing the rates at which the unhoused community accepts shelter.

Purpose of the Town Hall.

Priority 1, Strategy 5 of the Plan involves enhanced engagement, communication, and education on homelessness. This strategy includes updating residents on the progress of the Homelessness Action Plan, developing public facing materials, and offering trainings and education around best practices.

Consideration and Discussion Regarding Implementation of the Homeless Action Plan and the Proposed Homelessness Town Hall

Page 4 of 5

In an effort to further the goals of the Homelessness Action Plan, staff worked with the Homeless Ad Hoc to discuss an outreach event to inform residents and businesses on the City's progress. Taking into consideration the input and suggestions of the Homeless Ad Hoc, staff created a plan for a Homelessness Town Hall proposed to take place on Wednesday, September 20, 2023.

The primary objectives of the Town Hall are twofold:

1. To inform residents about the collaborative efforts undertaken by the City of San Fernando, the County of Los Angeles, and North Valley Caring Services in response to homelessness; and
2. To provide residents with the necessary knowledge and tools to facilitate outreach for individuals experiencing homelessness, promoting transparency, addressing concerns, and fostering an empowered and engaged community.

The Town Hall will present the City's Plan progress, introduce the North Valley Caring Services' street outreach team, explain law enforcement parameters, and discuss Los Angeles County initiatives, as well as dedicate time for question and answer sessions.

Community Engagement Framework Implementation.

To ensure broad participation and awareness, the Town Hall planning follows the adopted Community Engagement Framework. Engagement methods include distributing flyers through local community-based organizations (CBOs), schools, and local businesses, leveraging social media, and directly inviting active community groups such as the Neighborhood Watch, Business Watch, Downtown San Fernando Mall Association, and the Chamber of Commerce.

Below are the costs associated with each option. The staff recommendation is to solely print postcards without mailing them. As noted earlier, the postcards can be distributed through schools, CBOs (Community-Based Organizations), and local businesses. This approach will result in cost savings for the City by eliminating postage expenses.

Advertisement Method	Cost
Postcard	
• Printing	\$1,600.00
• Postage	\$1,700.00
Radio Announcements	\$350 (7-13 days of on-air announcements)
Sun Newspaper	\$800 per ¼ page ad
Social Media	No cost
Informational Text	No cost

Consideration and Discussion Regarding Implementation of the Homeless Action Plan and the Proposed Homelessness Town Hall

Page 5 of 5

Efforts to make the Town Hall accessible include:

- Language: Interpreters at the Town Hall and translated materials (English and Spanish).
- Preferred Times: Evening scheduling and live-streaming for flexible attendance.
- Activities for children: A Recreation Leader will oversee activities for children of adults attending the Town Hall, ensuring a family-friendly environment during the event.
- Food/Refreshments: Providing light snacks and refreshments to attendees.
- Digital Divide: Employing various engagement methods to bridge digital gaps.

The 2023 Homelessness Town Hall aligns with the City's commitment to transparency, engagement, and community empowerment. The Town Hall will also be a significant step towards cultivating fostering deeper understanding of homelessness and forge a path toward meaningful solutions through a collaboration among residents and businesses within the community.

BUDGET IMPACT:

The Homelessness Town Hall would serve as the first Citywide outreach event. The Fiscal Year 2023-2024 Adopted Budget included an enhancement of \$3,500 for Housing Division supplies and materials (001-140-0000-4300), of which staff recommends using up to 50% towards advertisement and food/refreshments. Sufficient funding is further included in the budget for language translation (001-101-0000-4270) and childcare services (001-423-0000-4105).

CONCLUSION:

It is recommended that the City Council receive an update for implementation of the Homeless Action Plan, discuss the proposed Homelessness Town Hall and provide direction to staff, as applicable.

ATTACHMENT:

A. Homelessness Action Plan – Simplified Metrics

Homelessness Action Plan - Simplified Metrics

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

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

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

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

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

Date: September 5, 2023

Subject: Consideration and Discussion Regarding the City's Community Preservation Efforts

RECOMMENDATION:

It is recommended that the City Council:

- a. Discuss the City's Community Preservation efforts; and
- b. Provide direction to staff, as applicable.

BACKGROUND:

1. On March 22, 2022, the Beautification Ad Hoc Committee (Councilmembers Rodriguez and Montañez) 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.

Consideration and Discussion Regarding the City's Community Preservation Efforts

Page 2 of 6

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 CPO 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 per week. The Code Enforcement Supervisor helps to prioritize urgent cases, train City staff, and deliver a customer-friendly enforcement program.

Code Violation Process.

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

Consideration and Discussion Regarding the City's Community Preservation Efforts

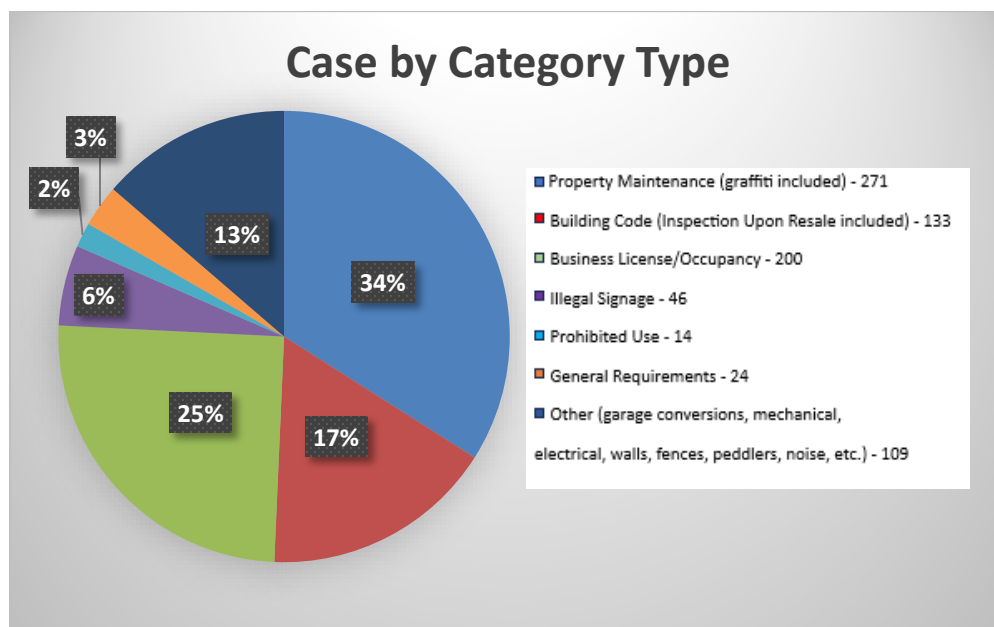
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Violation (a one to two weeks deadline to comply). If there is no compliance as of the date provided in the Notice of Violation, then citations are issued. The first citation is \$250, followed by \$500 for the second citation and finally \$1,000 for 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.

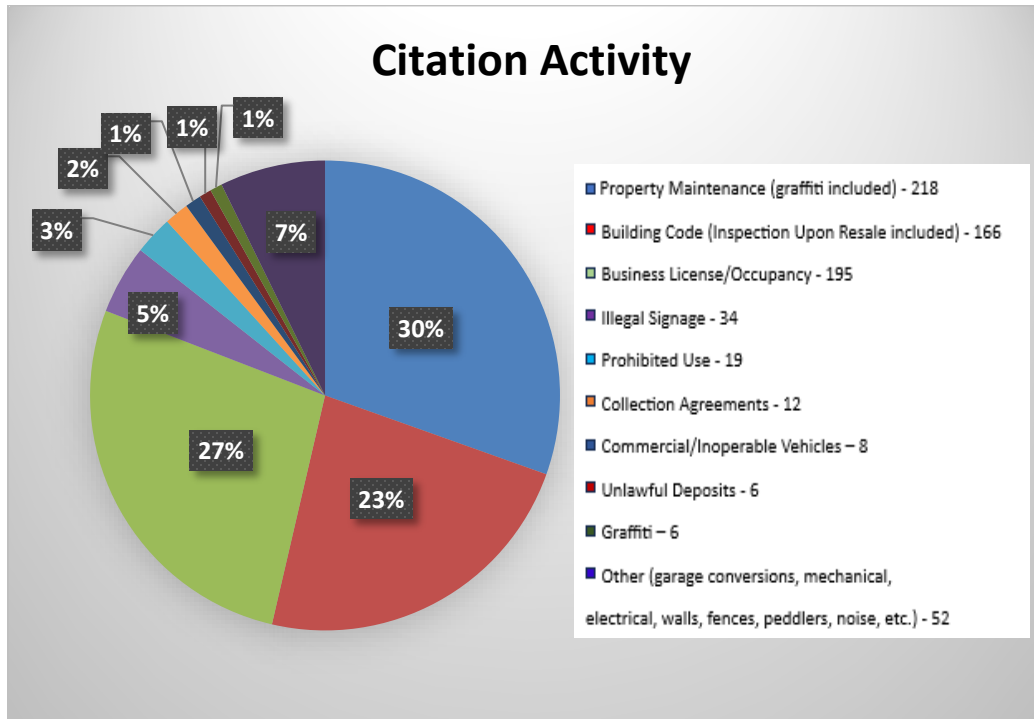


Consideration and Discussion Regarding the City's Community Preservation Efforts

Page 4 of 6

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.



Proactive Approach and Education.

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

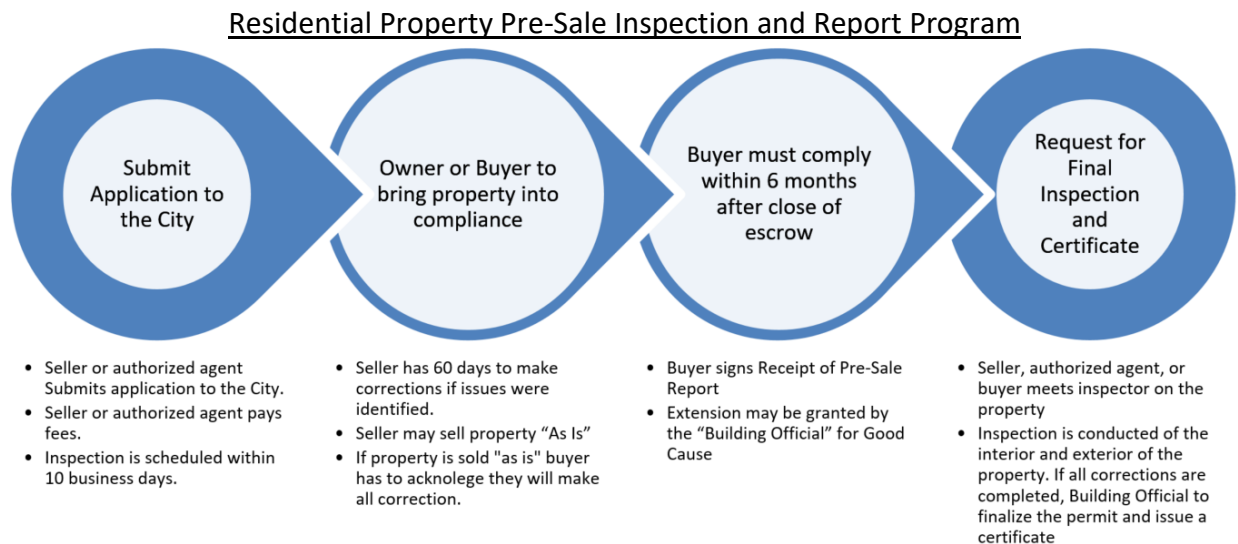
Consideration and Discussion Regarding the City's Community Preservation Efforts

Page 5 of 6

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."



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 FY 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

Consideration and Discussion Regarding the City's Community Preservation Efforts

Page 6 of 6

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

<p>Trash, remnants of household items, or bulky items in the public right-of-way</p> 	<p>Abandoned, wrecked, or inoperable vehicle visible to the public</p> 	<p>Commercial vehicles parked in residential areas and visible to the public</p> 	<p>Overgrown vegetation and dead vegetation/trees</p> 	<p>Clothes lines or drying of clothes visible to the public</p> 	<p>Trash cans visible to the public</p> 	<p>Unsightly or dilapidated fences and/or walls</p> 	<p>Canopies and car tents visible to the public</p> 
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§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



ESTAS CONDICIONES SON VIOLACIONES DEL CÓDIGO MUNICIPAL DE SAN FERNANDO

<p>Basura, restos de artículos caseros, o artículos grandes en la vía pública</p> 	<p>Vehículo abandonado, chocado o inoperable visible al público</p> 	<p>Vehículos comerciales estacionados en áreas residenciales y visibles al público</p> 	<p>Vegetación descuidada y vegetación/árboles muertos</p> 	<p>Tendederos o secar ropa visible al público</p> 	<p>Botes de basura visible al público</p> 	<p>Bardas y/o paredes antiestéticas o arruinadas</p> 	<p>Toldos y carpas de automóviles visibles al público</p> 
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§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

Programa recogida de artículos grandes
(2 viajes al año gratuitos):
Republic Services (800) 299-4898



SFCITY.ORG/Community-Development | (818) 898-1227 | CommunityDevelopment@sfcity.org |   

September 5, 2023 Regular CC Mtg
(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

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

ATTACHMENT "B"

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,

RESIDENTIAL INSPECTION UPON RESALE APPLICATION

APPLICANT AND PROPERTY INFORMATION

DATE SUBMITTED		REAL ESTATE AGENT <input type="checkbox"/> YES <input type="checkbox"/> NO		TYPE OF PROPERTY <input type="checkbox"/> SINGLE FAMILY <input type="checkbox"/> DUPLEX		<input type="checkbox"/> MULTI-FAMILY UNITS <input type="checkbox"/> 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*

<input type="checkbox"/> MAIL	ADDRESS	CITY	ZIP CODE
<input type="checkbox"/> EMAIL	EMAIL ADDRESS		

COMMENTS

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	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Garage converted to habitable space (building code definition)	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Addition to dwelling without permits	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Dwelling remodel or new construction without permits	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Return of signed receipt pre-inspection report and filed		
SECOND INSPECTION		DATE(S)
All code violations removed	<input type="checkbox"/> Yes <input type="checkbox"/> No	
All equipment, materials, devices, safety measures and maintenance installed	<input type="checkbox"/> Yes <input type="checkbox"/> 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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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Councilmember Mary Solorio

Date: September 5, 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.

Consideration to Appoint a Transportation and Public Safety Commissioner

Page 2 of 2

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



REQUEST TO AGENDIZE AN ITEM FOR CITY COUNCIL DISCUSSION/CONSIDERATION

CITY COUNCILMEMBER INFORMATION

NAME Mary Solorio	TITLE 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?

☒ Yes ☐ No

BUDGET

Is this a budgeted item?

☒ Yes ☐ No

FISCAL IMPACT

Is there a fiscal impact? If yes, indicate amount.

☒ Yes ☐ No

BACKGROUND/ANALYSIS *Provide the reason you are requesting this item be agendized.*

Ivan Gonzalez vacated position July 2023.
Appoint New Commissioner 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
Appoint ZOE Rodriguez to the Transportation
and Safety Commission.

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 Zoe Rodriguez		PHONE NO.
RESIDENCE ADDRESS	CITY & STATE San Fernando, CA	ZIP CODE 91340
MAILING ADDRESS <i>If different than above</i>	CITY & STATE San Fernando, CA	ZIP CODE 91340
EMAIL ADDRESS <i>Business or personal to be used for Commission activity</i>		
EMPLOYER Arup	POSITION Transportation Planning Intern	
BUSINESS ADDRESS	CITY & STATE	ZIP CODE
BUSINESS PHONE		
ARE YOU A REGISTERED VOTER OF THE CITY OF SAN FERNANDO? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
DO YOU OWN PROPERTY IN THE CITY OF SAN FERNANDO? <i>If yes, please list the address(es)</i> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
DO YOU OWN OR OPERATE A BUSINESS IN SAN FERNANDO? <i>If yes, please state the name and nature of the business</i> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		

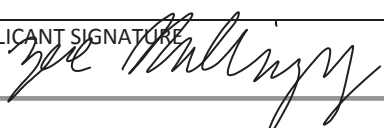
MEMBER COMMITMENT

I am willing to fulfill all requirements of a City Commissioner, including but not limited to:

- As Planning and Preservation Commissioner, I am willing to file financial disclosure statements (Form 700), a public record, as required by the State and the City's Conflict of Interest Code.
- I understand that absence from three consecutive regular meetings shall be deemed to constitute my retirement.
- I am willing to attend/complete the required two hours of State mandated AB1234 Ethics Training every two years.

Please also attach and submit a brief bio statement to this application.

I agree to all requirements mentioned above and have provided all correct and truthful information in this application.

APPLICANT SIGNATURE 	DATE 7/15/23
--	-----------------

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 Commission 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.

- CODE
Chapter 90 - TRAFFIC AND VEHICLES
ARTICLE II. - ADMINISTRATION AND ENFORCEMENT
DIVISION 2. TRANSPORTATION AND PUBLIC SAFETY COMMISSION

DIVISION 2. TRANSPORTATION AND PUBLIC SAFETY COMMISSION¹

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.

¹Editor'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

COUNCILMEMBER
CINDY MONTAÑEZ

COUNCILMEMBER
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
CALIFORNIA
91340**

(818) 898-1204

WWW.SFCITY.ORG