



CITY OF SAN FERNANDO

CITY COUNCIL REGULAR MEETING AGENDA SUMMARY TUESDAY, FEBRUARY 20, 2024 – 6:00 PM

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

PUBLIC PARTICIPATION OPTIONS

Please visit the City's YouTube channel to live stream and watch previously recorded City Council meetings, which is also available with Spanish subtitles at:

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

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 in-person translation services, or other services please call the City Clerk Department at (818) 898-1204 or email at cityclerk@sfcity.org at least 2 business days prior to the meeting.

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 **12:00 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 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: (669) 900-6833

Meeting ID: 833 6022 0211

Passcode: 924965

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

Staff Contact Nick Kimball, City Manager

SAN FERNANDO CITY COUNCIL

Regular Meeting Notice and Agenda – February 20, 2024

Page 2 of 9

REPORT OUT FROM CLOSED SESSION

CALL TO ORDER

ROLL CALL

TELECONFERENCING REQUESTS/DISCLOSURE

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

PLEDGE OF ALLEGIANCE

Led by City Clerk

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.

PRESENTATIONS

- A. PRESENTATION OF EDUCATION COMMISSION CERTIFICATES OF RECOGNITION FOR FEBRUARY STUDENTS OF THE MONTH (KINDNESS)
Aaliyah Delgado (Gridley Street Elementary School)
Sarahi Barrientos (CCLA Social Justice Humanitas Academy)
- B. PRESENTATION OF EDUCATION COMMISSION CERTIFICATE OF RECOGNITION FOR TEACHER SPOTLIGHT AWARD
Alex Reza (Retired from San Fernando High School)
- C. PRESENTATION OF CERTIFICATES OF RECOGNITION TO OUTGOING AND INCOMING CHAMBER OF COMMERCE BOARD MEMBERS

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.

SAN FERNANDO CITY COUNCIL

Regular Meeting Notice and Agenda – February 20, 2024

Page 3 of 9

PUBLIC STATEMENTS

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

Members of the public may submit comments by email to cityclerk@sfcity.org no later than **12:00 p.m. the day of the meeting** to ensure distribution to the City Council and made part of the official public record of the meeting.

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

CONSENT CALENDAR

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

1) CONSIDERATION TO APPROVE CITY COUNCIL MEETING MINUTES:

- a. December 4, 2023 – Regular
- b. January 16, 2024 – Regular

2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER

Recommend that the City Council adopt Resolution No. 24-022 approving the Warrant Register.

3) CONSIDERATION TO APPROVE A SECOND READING TO ADOPT ORDINANCE NO. 1721 ADOPTING A MILITARY EQUIPMENT USE POLICY GOVERNING THE USE OF MILITARY EQUIPMENT PURSUANT TO ASSEMBLY BILL 481

Recommend that the City Council approve for second reading, in title only, and waive all further readings to adopt Ordinance No. 1721 titled, “An Ordinance of the City Council of the City of San Fernando, California, adopting a Military Use Equipment Policy governing the use of military equipment pursuant to Assembly Bill 481.”

SAN FERNANDO CITY COUNCIL

Regular Meeting Notice and Agenda – February 20, 2024

Page 4 of 9

4) CONSIDERATION TO APPROVE AN AMENDMENT TO THE CONTRACT SERVICES AGREEMENT WITH OMNIGO SOFTWARE INFORMATION TECHNOLOGIES, LLC FOR HOSTED COMPUTER AIDED DISPATCH, RECORDS MANAGEMENT SOFTWARE, MOBILE SERVICES, AND AUTO-TAGGING

Recommend that the City Council:

- a. Approve a First Amendment to the Contract Services Agreement with Omnigo Software Information Technologies, LLC (Contract No. 1903(a)) to increase the not-to-exceed amount by \$2,000 from \$24,792 to \$26,792 for Hosted Computer Aided Dispatch, Records Management Software, Mobile Services, and Auto-Tagging for the remaining term of the current agreement;
- b. Authorize the City Manager to increase the contract services agreement for CAD, RMS, Mobile Services, and Auto-Tagging, as needed, in an amount not to exceed the approved budget authority; and
- c. Authorize the City Manager to make non-substantive changes and execute all related agreements.

5) CONSIDERATION TO ADOPT A RESOLUTION AMENDING FISCAL YEAR 2023-2024 BUDGET TO APPROPRIATE FUNDS FOR THE MARCH 5, 2024 CITY SPECIAL MUNICIPAL ELECTION TO FILL AN UNSCHEDULED COUNCILMEMBER VACANCY

Recommend that the City Council adopt Resolution No. 8286 amending the budget for Fiscal Year 2023-2024 to appropriate funds of \$65,000 to cover the cost for the March 5, 2024 City of Fernando Special Municipal Election to fill an unscheduled Councilmember vacancy.

6) CONSIDERATION TO AWARD A CONSTRUCTION CONTRACT TO ALFARO COMMUNICATIONS CONSTRUCTION, INC. FOR THE TRAFFIC SIGNAL MODIFICATIONS – 9 LOCATIONS HIGHWAY SAFETY IMPROVEMENT PROJECT, FEDERAL PROJECT NO. HSIPL-5202(019), JOB NO. 7598, PLAN NO. P-722; AND ADOPT A RESOLUTION APPROPRIATING FUNDS

Recommend that the City Council:

- a. Accept the lowest responsible bid in the amount of \$1,229,429.51 from Alfaro Communications Construction, Inc., for traffic signal modifications;
- b. Approve a Construction Contract with Alfaro Communications Construction, Inc., (Contract No. 2224) for an amount not-to-exceed \$1,229,429.51;
- c. Approve a project contingency in an amount not-to-exceed 10% of the contract amount, or \$122,942.95, to cover costs of unforeseen conditions;

SAN FERNANDO CITY COUNCIL

Regular Meeting Notice and Agenda – February 20, 2024

Page 5 of 9

- d. Adopt Resolution No. 8284 amending the Fiscal Year 2023-2024 Adopted Budget appropriating additional Highway Safety Improvement Program expenditures and revenues in the Capital Grants Fund (Fund 010); and
- e. Authorize the City Manager to execute the Construction Agreement and all additional HSIP funding related documents.

7) CONSIDERATION TO AWARD A CONSTRUCTION CONTRACT TO NATIONAL COATING & LINING COMPANY FOR ROOF REPAIRS FOR RESERVOIR NOS. 2A AND 5, JOB NO. 7622

Recommend that the City Council:

- a. Approve a Construction Contract (Contract No. 2215) with National Coating & Lining Company in the amount of \$56,465, for Roof Repairs for Reservoir Nos. 2A and 5, Job No. 7622;
- b. Approve a 10 percent (\$5,647) contingency to cover the cost of any unforeseen construction related issues; and
- c. Authorize the City Manager to execute the contract and all related documents.

8) CONSIDERATION TO APPROVE A CONTRACT SERVICES AGREEMENT WITH ZETROC ELECTRIC, LLC FOR THE INSTALLATION AND LICENSING OF TWO EMERGENCY BACKUP POWER GENERATORS FOR LAS PALMAS AND RECREATION PARKS; AND ADOPT A BUDGET APPROPRIATING THE FUNDS

Recommend that the City Council:

- a. Approve a Contract Services Agreement with Zetroc Electric, LLC (Contract No. 2225) for the installation and licensing of two Generac Industrial Power Diesel Generators SD 100 for an amount not to exceed \$133,926 through the Sourcewell Purchasing Cooperative Contract No. 091422-WWG;
- b. Authorize a contingency of up to 10 percent to cover unforeseen expenses;
- c. Authorize staff to obtain and purchase the necessary generator operating permits from South Coast Air Quality Management District;
- d. Adopt Budget Resolution No. 8287 to appropriate \$150,000 in American Rescue Plan Act (ARPA) funding; and
- e. Authorize the City Manager to make non-substantive changes and execute all related agreements.

SAN FERNANDO CITY COUNCIL

Regular Meeting Notice and Agenda – February 20, 2024

Page 6 of 9

9) CONSIDERATION TO ADOPT A RESOLUTION INITIATING PROCEEDINGS FOR FISCAL YEAR 2024-2025 LEVY OF ANNUAL ASSESSMENTS FOR THE LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT AND ORDERING THE ENGINEER'S REPORT

Recommend that the City Council:

- a. Adopt Resolution No. 8285 initiating the proceedings for the Fiscal Year 2024-2025 Levy of Annual Assessments for the Landscaping and Lighting Assessment District; and
- b. Order the preparation of the Engineer's Report by Willdan Financial Services in an amount not to exceed \$6,800.

10) CONSIDERATION TO APPROVE A MEMORANDUM OF UNDERSTANDING WITH HABITAT FOR HUMANITY OF GREATER LOS ANGELES AND APPROVE A CO-SPONSORSHIP AND USE OF THE CITY SEAL FOR THE POWER WOMEN, POWER TOOLS EVENT

Recommend that the City Council:

- a. Approve a Memorandum of Understanding (Contract No. 2223) with Habitat for Humanity of Greater Los Angeles to provide property beautification services;
- b. Approve Co-Sponsorship of Habitat for Humanity of Greater Los Angeles' Power Women, Power Tools Event that would benefit and support the community;
- c. Approve the use of the City seal on the print material and social media pursuant to City Council Resolution No. 6904; and
- d. Authorize the City Manager to make non-substantive changes and execute all related documents.

11) CONSIDERATION TO APPROVE CO-SPONSORSHIP OF THE SAN FERNANDO CITY CHAMBER OF COMMERCE EVENTS AND USE OF THE CITY SEAL

Recommend that the City Council:

- a. Approve Co-Sponsorship of San Fernando City Chamber of Commerce events that would benefit and support the community;
- b. Approve the use of the City seal on the print material and social media pursuant to City Council Resolution No. 6904;
- c. Authorize the participation in, use of the City seal, and waive fees for use of City's facilities for co-sponsored events, with City Manager approval.

SAN FERNANDO CITY COUNCIL

Regular Meeting Notice and Agenda – February 20, 2024

Page 7 of 9

12) CONSIDERATION TO AUTHORIZE SUBMITTAL OF A GRANT APPLICATION TO THE NATIONAL ENDOWMENT FOR THE ARTS FOR FUNDING SUPPORT OF THE MARIACHI MASTER APPRENTICE PROGRAM

Recommend that the City Council authorize the preparation and submittal of a grant application to the National Endowment for the Arts in the amount of \$57,000 to support the Mariachi Master Apprentice Program.

PUBLIC HEARING

13) A PUBLIC HEARING TO CONSIDER ADOPTING ORDINANCE NO. 1722 AMENDING THE CITY OF SAN FERNANDO'S WATER POLICIES TO COMPLY WITH SENATE BILL 998 AND SENATE BILL 3, AMENDING PROVISIONS OF SECTIONS 94-151 THROUGH 94-164 OF DIVISION I, CHAPTER 94 (UTILITIES), ARTICLE III (WATER) OF THE SAN FERNANDO MUNICIPAL CODE CONCERNING THE DISCONTINUATION OF RESIDENTIAL WATER SERVICE FOR NONPAYMENT

Recommend that the City Council:

- a. Conduct a Public Hearing;
- b. Pending public testimony, introduce for first reading, in title only, and waive further reading of Ordinance No. 1722, "an Ordinance of the City Council of the City of San Fernando, California, amending provisions of Sections 94-151 through 94-164 of Division I, Chapter 94 (Utilities), Article III (Water) of the San Fernando Municipal Code concerning the discontinuation of residential water service for Nonpayment"; and
- c. Authorize the City Manager to direct staff to synthesize the revised Ordinance into a *Policy on the Discontinuation of Residential Water Services Non-Payment*, for customers to more easily understand the process as it relates to residential water billing, penalties/fines, and water disconnection.

ADMINISTRATIVE REPORTS

14) DISCUSSION AND UPDATES ON THE 2024 INDEPENDENCE DAY FESTIVAL

Recommend that the City Council:

- a. Discuss and consider the proposed date and location of the 2024 Independence Day Festival; and
- b. Provide staff direction, as appropriate.

SAN FERNANDO CITY COUNCIL

Regular Meeting Notice and Agenda – February 20, 2024

Page 8 of 9

15) PRESENTATION AND DISCUSSION OF THE HOME REHABILITATION LOAN PROGRAM

Recommend that City Council:

- a. Receive a presentation from staff related to the establishment of a Home Rehabilitation Loan Program;
- b. Provide direction to staff, as applicable; and
- c. Authorize the City Manager to execute all related documents.

16) PRESENTATION AND DISCUSSION REGARDING COMPLETION OF PHASE I OF THE CLIMATE ACTION AND RESILIENCE PLAN

Recommend that the City Council:

- a. Receive and file a presentation from staff; and
- b. Provide direction to staff, as appropriate.

17) DISCUSSION AND CONSIDERATION TO ADOPT AN INTERIM URGENCY ORDINANCE INCLUDING ESTABLISHMENTS SELLING ALCOHOL TO BUSINESSES REQUIRING BUSINESS PERMITS AND ESTABLISHING REGULATIONS FOR ESTABLISHMENTS SELLING ALCOHOL

Recommend that City Council waive full reading, in title only and adopt Interim Urgency Ordinance No. U-1723, titled, “An Urgency Ordinance of the City Council of the City of San Fernando, California amending Chapter 22 (Businesses) of the San Fernando Municipal Code, requiring businesses selling alcohol onsite to obtain a Business Permit and adding Article X (on-site alcohol sales establishments) to establish interim regulations relating to operational requirements and incidental live entertainment in accordance with Government Code Sections 36934 and 36937.”

18) DISCUSSION AND CONSIDERATION TO APPROVE THE 2024 LEGISLATIVE PLATFORM AND LEGISLATIVE APPROPRIATION REQUESTS

recommended that the City Council:

- a. Review and approve the 2024 Legislative Platform;
- b. Review and approve the 2024 Legislative Appropriation Requests; and
- c. Authorize the City Manager to take certain related actions to execute and implement the procedures in the Legislative Advocacy Policy.

SAN FERNANDO CITY COUNCIL

Regular Meeting Notice and Agenda – February 20, 2024

Page 9 of 9

19) DISCUSSION AND CONSIDERATION TO ACCEPT A DONATION FROM FRIENDS OF THE SAN FERNANDO LIBRARY

This item was agendized by Mayor Celeste T. Rodriguez.

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: February 16, 2024 (3:00 p.m.)

The Regular Meetings of the City Council of the City of San Fernando also serves as concurrent Regular Meetings of the Successor Agency to the San Fernando Redevelopment Agency, and, 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.

*This Page
Intentionally
Left Blank*

Regular Meeting San Fernando City Council

*This Page
Intentionally
Left Blank*

*This Page
Intentionally
Left Blank*

1a

*This Page
Intentionally
Left Blank*

**CITY OF SAN FERNANDO
CITY COUNCIL MINUTES**

**DECEMBER 4, 2023 – 6:00 P.M.
REGULAR MEETING**

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

CALL TO ORDER/ROLL CALL

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

Present: Council: Mayor Celeste Rodriguez, Vice Mayor Mary Mendoza, and Councilmembers 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, Director of Community Development Erika Ramirez, Director of Public Works Wendell Johnson, Director of Recreation and Community Services Julian Venegas and City Clerk Julia Fritz

Absent: None

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 approve the agenda. The motion carried, unanimously.

PRESENTATIONS

- A. PRESENTATION OF EDUCATION COMMISSION CERTIFICATE OF RECOGNITION FOR NOVEMBER STUDENT OF THE MONTH (GIVING BACK)
Francisco López (Nueva Esperanza Charter Academy)
- B. PRESENTATION OF A CERTIFICATE OF RECOGNITION TO DR. STEVEN LOY FOR HIS CONTRIBUTIONS TO THE HEALTH AND WELLNESS OF SAN FERNANDO

SAN FERNANDO CITY COUNCIL

MINUTES –Regular Meeting December 4, 2023

Page 2 of 6

- C. PRESENTATION OF CERTIFICATES OF RECOGNITION HONORING RETIREES DIRECTOR OF RECREATION AND COMMUNITY SERVICES JULIAN VENEGAS AND PERSONNEL MANAGER MICHAEL OKAFOR FOR THEIR YEARS OF SERVICE TO THE CITY AND THE COMMUNITY OF SAN FERNANDO (*WALK-ON PRESENTATION*)

It was noted that the City Council recessed the meeting at 6:30 p.m. and reconvened at 6:36 p.m. with all Councilmembers present.

PUBLIC STATEMENTS

Nancy Peterson thanked City Council for hosting the 3 WINS Fitness Program.

Jonathan Hawes submitted an email requesting support for El Monte Mayor Jessica Ancona.

Liana Stepanyan San Fernando Library Manager submitted an email on updates to the Library's activities and events.

CONSENT CALENDAR

Mayor Rodriguez requested to pull Consent Item No. 2 for discussion.

Motion by Councilmember Fajardo, seconded by Councilmember Solorio to approve Consent Calendar Items 1, 3 and 4:

- 1) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER
- 3) CONSIDERATION TO AUTHORIZE THE ACCEPTANCE OF THE DEPARTMENT OF HEALTH AND HUMAN SERVICES SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES ADMINISTRATION GRANT AND ADOPT A RESOLUTION APPROPRIATING THE FUNDS
- 4) CONSIDERATION TO ACCEPT MEASURE H FUNDS FROM LOS ANGELES COUNTY FOR HOMELESS SERVICES AND ADOPT A RESOLUTION APPROPRIATING THE FUNDS

The motion carried, unanimously.

Item pulled for discussion

- 2) CONSIDERATION TO APPROVE CALENDAR YEAR 2024 BUSINESS PERMITS FOR CERTAIN BUSINESS ACTIVITIES AS REQUIRED BY THE CITY CODE

Motion by Mayor Rodriguez, seconded by Councilmember Fajardo to approve 20 Business Permits for Calendar Year 2024 for businesses engaged in certain business activities, as required by Article III of Chapter 22 of the City Code; and authorize the City Manager administrative authority to approve the remaining four (4) applicants for Business Permits, pending completion of outstanding planning requirements. The motion carried, unanimously.

SAN FERNANDO CITY COUNCIL

MINUTES –Regular Meeting December 4, 2023

Page 3 of 6

PUBLIC HEARING

- 5) A CONTINUED PUBLIC HEARING TO CONSIDER APPROVAL OF FIRST READING OF AN ORDINANCE INCREASING THE MONTHLY COMPENSATION RECEIVED BY CITY COUNCILMEMBERS PURSUANT TO GOVERNMENT CODE SECTIONS 36516 AND 36516.5; AND CONSIDERATION TO ADOPT A RESOLUTION ESTABLISHING A CITY COUNCIL BENEFITS AND REIMBURSEMENT PLAN (CONTINUED FROM NOVEMBER 28, 2023 ADJOURNED REGULAR CITY COUNCIL MEETING)

Mayor Rodriguez opened the public hearing.

Assistant City Attorney Richard Padilla and City Manager Nick Kimball presented the staff report and responded to Councilmember questions.

Mayor Rodriguez called for public testimony. There being no public testimony, Mayor Rodriguez closed public comment period and with no objections, the public hearing was closed.

Motion by Councilmember Fajardo, seconded by Councilmember Solorio to introduce for first reading, in title only, and waive further reading of Ordinance No. 1720 “An Ordinance of the City Council of the City of San Fernando amending Section 2-31 (Councilmembers – Salary) of Division 1 (Generally), Article II (City Council), Chapter 2 (Administration) of the San Fernando Municipal Code regarding Councilmember compensation”; adopt Resolution No. 8272 bifurcating Councilmember benefits from the Department Head benefits of Resolution No. 8244, as amended to adjourn tonight’s meeting to a regular adjourned meeting to a date certain of December 11, 2023 at 5:15 p.m. and directed staff to provide additional research regarding City Council compensation of other cities. The motion carried, unanimously.

ADMINISTRATIVE REPORTS

- 6) DISCUSSION AND CONSIDERATION TO APPROVE A SECOND AMENDMENT TO THE AGREEMENT FOR CITY ATTORNEY SERVICES WITH OLIVAREZ MADRUGA LAW ORGANIZATION, LLP (CONTINUED FROM NOVEMBER 28, 2023 ADJOURNED REGULAR CITY COUNCIL MEETING)

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

Motion by Councilmember Fajardo, seconded by Councilmember Solorio to approve Second Amendment (Contract No. 1698(b)) to the City Attorney Services Agreement with the Olivarez Madruga Law Organization, LLP; with the provision of any contract increases beyond the CPI percentage that staff bring the contract to City Council in February to include for upcoming Fiscal Year budget planning purposes and authorize the City Manager to execute all related documents. The motion carried, unanimously.

SAN FERNANDO CITY COUNCIL

MINUTES –Regular Meeting December 4, 2023

Page 4 of 6

7) DISCUSSION AND CONSIDERATION TO APPROVE THE DESIGN FOR THE PIONEER PARK PLAYGROUND RENOVATION PROJECT

Director of Recreation and Community Services Julian Venegas presented the staff report and responded to Councilmember questions.

Councilmembers directed staff to return to City Council in January 2024 with updates to Option 4 focused on minimizing sun gaps and maximize shade, provide cost analysis for future shade maintenance, and continue to pursue bi-annual funding from the County of Los Angeles for future maintenance and related costs.

8) ANNUAL REORGANIZATION OF THE CITY COUNCIL - SELECTION OF MAYOR AND VICE MAYOR

City Clerk Fritz presented the staff report and opened nominations for Mayor.

Councilmember Fajardo nominated Vice Mayor Mary Mendoza for the position of Mayor and the nomination was seconded by Vice Mayor Mendoza.

Mayor Rodriguez nominated herself for the position of Mayor and Councilmember and the nomination was seconded by Councilmember Solorio.

There were no other nominations for Mayor and the nominations were closed.

For Vice Mayor Mendoza as Mayor, the motion failed by the following vote:

ROLL CALL

AYES: Fajardo, Mendoza - 2

NOES: Solorio, Rodriguez - 2

For Mayor Rodriguez as Mayor, the motion failed by the following vote:

ROLL CALL

AYES: Solorio, Rodriguez - 2

NOES: Fajardo, Mendoza - 2

City Clerk Fritz announced a tie vote occurred and presented four options to remedy the tie vote between Vice Mayor Mendoza and Mayor Rodriguez for the position of Mayor. The following options were presented to City Council:

Option 1: City Council proceed with a second round of voting;

Option 2: Preserve the status quo and continue with Celeste Rodriguez as Mayor and Mary Mendoza as Vice Mayor until City Council decides to bring this matter back for consideration at a later date;

Option 3: Postpone reorganization until after the Special Election; or

Option 4: City Council discuss alternative methods to break the tie vote.

SAN FERNANDO CITY COUNCIL

MINUTES –Regular Meeting December 4, 2023

Page 5 of 6

Assistant City Attorney Padilla confirmed that government code does not require the City Council to reorganize annually and that the status quo may remain in place until the next regularly scheduled city election, which is November, 2024.

Councilmembers discussed potential option for the selection of Mayor; however proceeded to the process of selection of Vice Mayor.

City Clerk opened nominations for Vice Mayor.

Mayor Rodriguez nominated Councilmember Mary Solorio for Vice Mayor and the nomination was seconded by Councilmember Solorio.

Councilmember Fajardo nominated Vice Mayor Mary Mendoza for Vice Mayor and the motion was seconded by Vice Mayor Mendoza.

There were no other nominations for Vice Mayor and the nominations were closed.

For Councilmember Solorio as Vice Mayor, the motion failed by the following vote:

ROLL CALL

AYES: Solorio, Rodriguez - 2

NOES: Fajardo, Mendoza - 2

For Vice Mayor Mendoza as Vice Mayor, the motion failed by the following vote:

ROLL CALL

AYES: Fajardo, Mendoza - 2

NOES: Solorio, Rodriguez - 2

City Clerk Fritz announced a tie vote occurred and Councilmember discussion ensued. Motion by Councilmember Fajardo, seconded by Mayor Rodriguez to preserve the Mayor Rodriguez as Mayor and Vice Mayor Mendoza as Vice Mayor, with the understanding that the item shall be brought back for City Council consideration in December 2024. Motion carried, unanimously.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

City Clerk Fritz announced the 2023 City-wide Holiday Luncheon Celebration would be held on Tuesday, December 12 at the San Fernando Recreation Park.

Director of Public Works Johnson had no updates to report.

Director of Community Development Ramirez mentioned the Planning and Preservation Commission meeting will be held on Monday, December 11 at 6:30 p.m.

Director of Recreation and Community Services Venegas announced various upcoming program activities, and expressed thanks to staff and the City Council for all the work and successes over during his tenure with the City.

SAN FERNANDO CITY COUNCIL

MINUTES –Regular Meeting December 4, 2023

Page 6 of 6

Director of Finance Melton made an announcement regarding the due date of Business License renewals, mentioned there are utility payment assistance programs available to the community, including the Low Income Household Water Assistance Program.

Police Chief Valdez mentioned that traffic patrol will be enhanced over the holiday season with a focus on traffic safety.

City Manager Kimball mentioned that mental health crises assistance, information and resources are available through the 988 crises hotline number.

GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES

Councilmember Fajardo spoke about the crises hotline, the annual reorganization, commented on the Downtown Master Plan Ad hoc committee appointment, noted his desire to recognize a youth speaker at a future Council meeting on her public speaking skills during the November 6, 2023 meeting and expressed congratulations to retirees Michael Okafor and Julian Venegas.

Councilmember Solorio mentioned she attended the City's Tree Lighting event; the Los Angeles Mission College Student Services Department Grand opening event, and spoke about the reorganization and Councilmember roles and opportunities.

Vice Mayor Mendoza thanked Councilmember Fajardo for the nomination for Mayor and Vice Mayor during the reorganization process.

Mayor Rodriguez spoke about the reorganization and congratulated retirees Michael Okafor and Julian Venegas, noted she attended the VFW San Fernando Post 3834 Veteran's event, the American Legion San Fernando toy give away and the City's Tree Lighting event. She mentioned the liaison and ad hoc committee Councilmember assignments will come back in January; and commented on former Councilmember Cindy Montañez received the 2023 Moreen Blum Lifetime Achievement Award.

ADJOURNMENT (8:20 p.m.)

Assistant City Attorney Padilla adjourned the meeting pursuant to Government Code Section 54955 to an adjourned regular meeting on December 11, 2023 at 5:15 p.m.

I do hereby certify that the foregoing is a true and correct copy of the minutes of the December 4, 2023, Adjourned Regular meeting as approved by the San Fernando City Council.

Julia Fritz, CMC
City Clerk

1b

*This Page
Intentionally
Left Blank*

**CITY OF SAN FERNANDO
CITY COUNCIL MINUTES**

**JANUARY 16, 2024 – 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 6:13 p.m.

Present: Council: Mayor Celeste Rodriguez, Vice Mayor Mary Mendoza, and Councilmember Mary Solorio

Staff: City Manager Nick Kimball, Assistant City Attorney Norma Tabares, Police Chief Fabian Valdez, Deputy City Manager/Economic Development Kanika Kith, Director of Finance Erica Melton, Director of Community Development Erika Ramirez, Director of Public Works Wendell Johnson and City Clerk Julia Fritz

Absent: Councilmember Joel Fajardo

TELECONFERENCING REQUESTS/DISCLOSURE

No requests considered.

PLEDGE OF ALLEGIANCE

Led by City Clerk Julia Fritz

APPROVAL OF AGENDA

Motion by Mayor Rodriguez, seconded by Councilmember Solorio to approve the agenda, as amended to continue Agenda Items No. 9 and No. 10 to the next regular City Council meeting. The motion carried, unanimously with Councilmember Fajardo absent.

PRESENTATIONS

- A. PRESENTATION OF A CERTIFICATE OF RECOGNITION TO YOUTH SPEAKER, AZELLEA VICTORIA AMALFITANO FOR HER COURAGE IN ADDRESSING THE CITY COUNCIL AT THE NOVEMBER 6, 2023 MEETING, ADVOCATING TO EMBRACE DIVERSITY, EQUITY AND INCLUSION
- B. INTRODUCTION OF NEW EMPLOYEES

SAN FERNANDO CITY COUNCIL

MINUTES –Regular Meeting January 16, 2024

Page 2 of 5

PUBLIC STATEMENTS

Patty Lopez spoke on community values and unity.

CONSENT CALENDAR

Vice Mayor Mendoza requested to pull Consent Calendar Item No. 3 for discussion.

Motion by Councilmember Solorio, seconded by Vice Mayor Mendoza to approve the Consent Calendar Items No. 1, 2, 4 through 8:

- 1) CONSIDERATION TO APPROVE CITY COUNCIL MEETING MINUTES:
 - a. June 20, 2023 – Regular
 - b. July 17, 2023 – Regular
 - c. September 5, 2023 – Regular
 - d. October 16, 2023 – Regular
 - e. November 6, 2023 - Regular
 - f. December 4, 2023 - Special
 - g. December 11, 2023 - Regular
- 2) CONSIDERATION TO ADOPT RESOLUTION NOS. 23-122, 24-011 AND 24-012 APPROVING THE WARRANT REGISTERS OF DECEMBER 18, 2023, JANUARY 2, 2024, AND JANUARY 16, 2024, RESPECTIVELY
- 4) CONSIDERATION TO ADOPT A RESOLUTION AUTHORIZING SUBMITTAL OF APPLICATION(S) FOR ALL CALIFORNIA DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY GRANTS FOR WHICH THE CITY OF SAN FERNANDO IS ELIGIBLE
- 5) CONSIDERATION TO APPROVE A MEMORANDUM OF UNDERSTANDING SIDE LETTER AGREEMENT BETWEEN THE CITY AND SAN FERNANDO PUBLIC EMPLOYEES ASSOCIATION/SEIU LOCAL 721
- 6) CONSIDERATION TO AUTHORIZE SUBMITTAL OF A GRANT APPLICATION TO THE CALIFORNIA OFFICE OF TRAFFIC SAFETY – NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION TO SUPPORT SELECTIVE TRAFFIC ENFORCEMENT DETAILS
- 7) CONSIDERATION TO AUTHORIZE THE SUBMITTAL OF A GRANT APPLICATION TO THE CALIFORNIA HIGHWAY PATROL – CANNABIS TAX FUND GRANT PROGRAM TO SUPPORT SELECTIVE TRAFFIC ENFORCEMENT DETAILS
- 8) CONSIDERATION TO AUTHORIZE THE ACCEPTANCE OF THE CALIFORNIA ARTS COUNCIL AND THE NATIONAL ENDOWMENT FOR THE ARTS GRANTS FOR THE MARIACHI MASTER APPRENTICE PROGRAM AND ADOPT A RESOLUTION APPROPRIATING THE FUNDS

The motion carried, unanimously with Councilmember Fajardo absent.

SAN FERNANDO CITY COUNCIL

MINUTES –Regular Meeting January 16, 2024

Page 3 of 5

Item pulled for discussion

- 3) CONSIDERATION TO ADOPT A RESOLUTION APPROVING “GUIDELINES FOR BOARDS, COMMISSIONS AND COMMITTEES HANDBOOK”

Councilmembers discussed concerns with removing the registered voter requirement from the commission application as an eligibility and requested that staff bring back the item under administrative reports with a correction to the application to include the registered voter requirement and add an option to check off if the applicant is a Dreamer and to verify if there are any further unintended consequences relating to compensation or verification process.

PUBLIC HEARING

- 9) A CONTINUED PUBLIC HEARING TO CONSIDER ADOPTING AN ORDINANCE APPROVING A MILITARY USE EQUIPMENT POLICY, AS REQUIRED BY ASSEMBLY BILL 481; AND APPROVAL OF THE 2023 ANNUAL MILITARY EQUIPMENT REPORT
This item was continued to the next regular meeting.

ADMINISTRATIVE REPORTS

- 10) DISCUSSION AND CONSIDERATION TO APPROVE THE DESIGN FOR THE PIONEER PARK PLAYGROUND RENOVATION PROJECT
This item was continued to the next regular meeting.
- 12) CONSIDERATION TO ADOPT A RESOLUTION DECLARING JANUARY 19TH AS CINDY MONTAÑEZ DAY HONORING HER LIFE AND LEGACY AS A DISTINGUISHED MEMBER OF THE SAN FERNANDO COMMUNITY

City Manager Kimball presented the staff report.

Motion by Mayor Rodriguez, seconded by Councilmember Solorio, seconded to adopt Resolution No. 8280, declaring the day of January 19 (her birthday) each year as Cindy Montañez Day honoring her life and legacy as a distinguished member of the San Fernando community. The motion carried, unanimously with Councilmember Fajardo absent.

- 11) INFORMATIONAL UPDATE ON THE LANGUAGE TRANSLATION SERVICES PILOT AND CONSIDERATION TO APPROVE AN EXTENSION TO THE CONTRACT SERVICES AGREEMENT WITH THE LANGUAGE PROS

Assistant to the City Manager Carlos Hernandez presented the staff report and responded to Councilmember questions.

SAN FERNANDO CITY COUNCIL

MINUTES –Regular Meeting January 16, 2024

Page 4 of 5

Motion by Mayor Rodriguez, seconded by Councilmember Solorio to approve Contract No. 2187(a) extending the contract services agreement with The Language Pros for translation and interpretation services; authorize the City Manager to execute all related documents, continue translation of Commission meeting agendas only and develop a process to offer requests for translation services with advanced notice, staff to explore AI technology solutions and release a formal solicitation for professional services for Fiscal Year 2024-2025.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

City Clerk Fritz mentioned that the monthly report of Commissioners' meeting attendance would be emailed to the City Council for the reporting period of October through December 2023.

Recreation and Community Services Supervisor Perez announced the Education Commissions Annual Principal's Brunch event on January 27 and will be sure this event has been added to Councilmember calendars.

Assistant to the City Manager Hernandez provided an update regarding the Cindy Montañez Day of Service event.

Director of Public Works Johnson provided an update regarding the recent Glenoaks bridge fire; mentioned Public Works staff is preparing for the upcoming Cindy Montañez Day of Service event; reported the Pacoima Wash Pedestrian Safety Bridge was recently installed and that the infiltration basin was utilized during the recent rain events.

Director of Community Development Ramirez announced the City will be participating in the annual homeless count next Tuesday at 8pm.

Deputy City Manager/Economic Development spoke about Wild Hare Pilates Studio grand opening and ribbon cutting event and the re-grand opening of Flor De Lima Farms.

Director of Finance Melton encourages the community to take advantage of water utility bill assistance through the Low Income Household Water Assistance Program.

Police Chief Valdez mentioned the Police Department would be participating in the Education Commissions Principal's Brunch event and spoke about the Parent Academy being conducted at San Fernando Middle School.

City Manager Kimball mention the January City Manager's Monthly Report has a new easier to read format.

SAN FERNANDO CITY COUNCIL

MINUTES –Regular Meeting January 16, 2024

Page 5 of 5

GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES

Councilmember Solorio spoke about various city events; commented on the fire incident and suggested that the City's social media be used to educate the community on government resources.

Vice Mayor Mendoza wished everyone a happy new year; expressed her support to the San Fernando Police Department; commented on a campaign election sign issue which was reported to the City Clerk and the Police Department accordingly, and reminded candidates about decorum during the election season.

Mayor Rodriguez thanked staff for their work during the City Hall closure week and commented that she is grateful for staff's work.

ADJOURNMENT (7:17 p.m.)

Mayor Rodriguez adjourned the meeting to the next regular meeting.

I do hereby certify that the foregoing is a true and correct copy of the minutes of the January 16, 2024, Regular meeting as approved by the San Fernando City Council.

Julia Fritz, CMC
City Clerk

*This Page
Intentionally
Left Blank*

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

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

Date: February 20, 2024

Subject: Consideration to Adopt a Resolution Approving the Warrant Register

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 24-022 (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. 24-022, including:
Exhibit A: Payment Demands/Voucher List

RESOLUTION NO. 24-022

**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. 24-022**

**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 20th day of February 2024.

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. 24-022, 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 20th day of February, 2024, 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 February, 2024.

Julia Fritz, City Clerk

vchlist
02/15/2024 9:19:19AMVoucher List
CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234684	2/20/2024	894486 21 CLETS, LLC	382		EMOTIONAL INTELLIGENCE COURSE 001-225-3688-4360	125.00
					Total :	125.00
234685	2/20/2024	894194 4LEAF, INC	J4163C	12999	ON-CALL COMMUNITY PRES. SERVS F 001-152-0000-4270	6,820.00
			J4163D	12999	ON-CALL COMMUNITY PRES. SERVS F 001-152-0000-4270	11,440.00
			J4163E	12999	ON-CALL COMMUNITY PRES. SERVS F 001-152-0000-4270	11,440.00
			J4163F	12999	ON-CALL COMMUNITY PRES. SERVS F 001-152-0000-4270	12,760.00
			J4163G	12999	ON-CALL COMMUNITY PRES. SERVS F 001-152-0000-4270	11,440.00
					Total :	53,900.00
234686	2/20/2024	891587 ABLE MAILING INC.	38732		WATER ENV STORAGE-JAN 2024 072-360-0000-4300	12.50
			38733		070-382-0000-4300 MAILING AND FULFILLMENT SERVICES	12.50
				12972	072-360-0000-4300	154.00
				12972	070-382-0000-4300	154.01
					Total :	333.01
234687	2/20/2024	894406 ADVANCE AUTO PARTS	8681401124233		VEHICLE MAINT-PK6820 041-320-0390-4400	106.77
			8681401130899		VEHICLE MAINT-PW2116 041-320-0311-4400	46.28
					Total :	153.05
234688	2/20/2024	888356 ADVANCED AUTO REPAIR	1652	13083	VEHICLE MAINT. REPAIRS & MINOR BC 041-320-0320-4400	452.10
					Total :	452.10
234689	2/20/2024	894315 AG LAWNMOWER SHOP	0130	12981	SMALL EQUIP. REPAIR (LAWNMOWERS 070-383-0000-4310	20.00

Page: 1

vchlist
02/15/2024 9:19:19AMVoucher List
CITY OF SAN FERNANDO

Page: 2

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234689	2/20/2024	894315 AG LAWNMOWER SHOP	(Continued) 0131	12981	SMALL EQUIP. REPAIR (LAWNMOWERS 001-346-0000-4300	96.01
			0132	12981	SMALL EQUIP. REPAIR (LAWNMOWERS 001-346-0000-4300	63.00
					Total :	179.01
234690	2/20/2024	100143 ALONSO, SERGIO	JAN 2024	13077	MMAP INSTRUCTOR 108-424-3694-4260	1,330.00
					Total :	1,330.00
234691	2/20/2024	894078 AMERICAN BUSINESS BANK	014		5% RETENTION HELD-UPPER RESERV 010-2037 070-2037	10,741.11 9,979.49
					Total :	20,720.60
234692	2/20/2024	100191 ANGELES SHOOTING RANGE	11524		SHOOTING RANGE TRAINING 001-225-0000-4360	100.00
			11546		SHOOTING RANGE TRAINING 001-225-0000-4360	100.00
			11588		SHOOTING RANGE TRAINING 001-225-0000-4360	300.00
					Total :	500.00
234693	2/20/2024	894187 ARBITER INCORPORATED	4299		YEARLY TEST KIT CALIBRATION 070-383-0000-4260	203.46
					Total :	203.46
234694	2/20/2024	894045 ARROYO BACKGROUND	3210	13110	BACKGROUND INVESTIGATIONS 001-222-0000-4270	1,500.00
			3241	13110	BACKGROUND INVESTIGATIONS 001-222-0000-4270	1,500.00
			3247	13110	BACKGROUND INVESTIGATIONS 001-222-0000-4270	1,500.00
					Total :	4,500.00
234695	2/20/2024	100222 ARROYO BUILDING MATERIALS, INC	290599		HARDWARE SUPPLIES & U-CARTS OF	

Page: 2

vchlist
02/15/2024 9:19:19AMVoucher List
CITY OF SAN FERNANDO

Page: 3

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234695	2/20/2024	100222 ARROYO BUILDING MATERIALS, INC	(Continued)	12984	001-311-0000-4300	226.48
					Total :	226.48
234696	2/20/2024	888707 ASCAP	500623477		ANNUAL MUSIC LICENSE 004-2385	435.17
					Total :	435.17
234697	2/20/2024	894671 ASET TRAINING	0054		ADULT CORRECTIONS OFFICER COUF 001-225-3688-4360	3,506.25
					Total :	3,506.25
234698	2/20/2024	100283 BADGER METER, INC.	1629958	13013	METER REPLACEMENT PROGRAM 070-385-0700-4600	28,797.85
					Total :	28,797.85
234699	2/20/2024	894402 BANNER BANK	17443		5% RETENTION HELD-PACOIMA WASH 010-2037	18,481.60
			17478R		5% RETENTION HELD-PACOIMA WASH 010-2037	27,738.80
					Total :	46,220.40
234700	2/20/2024	888443 BAVCO	253913		TEST KIT CALIBRATION 070-383-0000-4260	119.70
					Total :	119.70
234701	2/20/2024	892426 BEARCOM	5681389	13001	MAINTENANCE AGREEMENT FOR RAD 001-135-0000-4260	9,700.42
				13001	070-385-0000-4260	1,034.71
				13001	072-360-0000-4260	905.38
				13001	043-390-0000-4260	1,293.34
					Total :	12,933.85
234702	2/20/2024	893591 BIOMEDICAL WASTE DISPOSAL	134319		BIOMEDICAL WASTE PICK-UP & DISPO 001-222-0000-4260	110.00
			REPL CK 231441		REPL STL DTD CK-BIOMEDICAL WASTE 001-2140	100.00

Page: 3

vchlist
02/15/2024 9:19:19AMVoucher List
CITY OF SAN FERNANDO

Page: 4

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234702	2/20/2024	893591 893591 BIOMEDICAL WASTE DISPOSAL	(Continued)			Total : 210.00
234703	2/20/2024	894434 BLUE LINE ACADEMY LLC	012524		FUNDEMENTALS OF GANG RECOG. 001-225-3688-4360	100.00
			020624		HUMAN TRAFFICKING & CARTELS 001-225-3688-4360	100.00
					Total :	200.00
234704	2/20/2024	888800 BUSINESS CARD	011624		ANNUAL SUBSCRIPTION-SOCIAL MEDI 001-105-0000-4380	1,188.00
			012324		MEMBERSHIP RENEWAL 001-130-0000-4380	55.00
			012424		MEETING REGISTRATION 001-105-0000-4370	50.00
			012524		CONFERENCE REGISTRATION 001-105-0000-4370	675.00
			013124		ROLLER KIT REPLACEMENT 001-150-0000-4300	24.17
			013124		RGSTR-FEES FOR LAND USE LAW &N 001-150-0000-4370	1,250.00
			013124		TRAINING REGISTRATION 001-155-0000-4370	161.90
			013124		BAKED GOODS-BCRC GRAND OPENIN 004-2385	112.35
			013124		SUPPLIES-BCRC GRAND OPENING 004-2385	200.77
			020224		CITY EMAIL-FEB 2024 001-135-0000-4260	2,017.18
			020224		LUNCH - ORAL BOARD FOR PD OFFICE 001-108-0000-4270	35.90
			020624		DINNER-CC MTG 02/05/24 001-101-0000-4300	140.02
			020724		GOLD SEALS 001-101-0000-4300	33.12
					Total :	5,943.41
234705	2/20/2024	888800 BUSINESS CARD	012224		AWARD RIBBONS	

Page: 4

vchlist
02/15/2024 9:19:19AMVoucher List
CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234705	2/20/2024	888800 BUSINESS CARD	(Continued)			
			012224		001-222-0000-4300 LODGING-HONOR GUARD TRAINING	87.33
			012324		001-225-0000-4360 LODGING-TRAFFIC COLLISION INVEST	195.79
			020224		001-225-0000-4360 LODGING-RED DOT INSTRUCTOR COL	445.52
					001-225-0000-4360	137.50
					Total :	866.14
234706	2/20/2024	894673 CAMPOS, ALONDRA	163/903		CLEARANCE LETTER REFUND	
					001-3789-0000	37.00
					Total :	37.00
234707	2/20/2024	892464 CANON FINANCIAL SERVICES, INC	31869245	12948	LEASE FOR MULTIFUNCTIONAL COPIE	
					001-135-0000-4260	2,005.79
					Total :	2,005.79
234708	2/20/2024	892465 CANON SOLUTIONS AMERICA, INC.	6006695178	12949	MAINT. FOR MULTIFUNCTIONAL COPIE	
			6006788890	12949	001-135-0000-4260 MAINT. FOR MULTIFUNCTIONAL COPIE	343.32
					001-135-0000-4260	1,102.53
					Total :	1,445.85
234709	2/20/2024	894600 CARGILL, INCORPORATED	2908877327	13088	NSF CERTIFIED BULK SALT FOR THE II	
			2908968348	13088	070-384-0000-4300 NSF CERTIFIED BULK SALT FOR THE II	6,099.65
			2909026873	13088	070-384-0000-4300 NSF CERTIFIED BULK SALT FOR THE II	5,895.39
					070-384-0000-4300	6,105.32
					Total :	18,100.36
234710	2/20/2024	891860 CARL WARREN & COMPANY	20408-20411		REIMB. TO ITF ACCT (LIABILITY CLAIM	
					006-1037	1,856.17
					Total :	1,856.17
234711	2/20/2024	100652 CAVANAUGH & ASSOCIATES P.A.	WE.19.033-5		LEVEL1 VALIDATION REVIEW OF WATE	

Page: 5

vchlist
02/15/2024 9:19:19AMVoucher List
CITY OF SAN FERNANDO

Page: 6

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234711	2/20/2024	100652 CAVANAUGH & ASSOCIATES P.A.	(Continued)	12433	070-381-0000-4270	2,500.00
					Total :	2,500.00
234712	2/20/2024	894010 CHARTER COMMUNICATIONS	0010369011824		PD CABLE SRVS-01/18/24-02/17/24	
			0010518012924		001-222-0000-4260	229.62
			0335899011024		RECS CABLE SRV-01/29-02/29	260.74
			196309012324		001-420-0000-4260 PD 5G INTERNET SRVS-01/10/24-02/09/	2,600.00
			222204012923		010-225-3698-4500 INTERNET SERVICES 01/23-02/24	1,399.00
					001-190-0000-4220 PW CABLE SRV 01/29-02/28	134.91
					043-390-0000-4260	Total :
						4,624.27
234713	2/20/2024	100727 CITY OF LOS ANGELES TREASURER	UP230000581		PERMIT-13655 FOOTHILL	
			UP240000109		121-385-0716-4600	1,793.65
					PERMIT-13655 FOOTHILL	4,922.90
					121-385-0716-4600	Total :
						6,716.55
234714	2/20/2024	101957 CITY OF LOS ANGELES, FIRE DEPT	SF240000007		FIRE SERVICES - FEB 2024	
					001-500-0000-4260	259,973.64
					Total :	259,973.64
234715	2/20/2024	103029 CITY OF SAN FERNANDO	5968-6002		REIMBURSEMENT TO WORKER'S COM	
					006-1038	9,463.98
					Total :	9,463.98
234716	2/20/2024	890893 CITY OF SAN FERNANDO	FEB 2024		CITY PROPERTY UTILITY BILLS	
			FY23/24		043-390-0000-4210	18,403.39
			FY23-24		FACILITY WAIVER-BOY SCOUTS OF AM	486.25
					001-190-0000-4267	486.25
					Total :	19,375.89

Page: 6

vchlist
02/15/2024 9:19:19AMVoucher List
CITY OF SAN FERNANDO

Page: 7

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234717	2/20/2024	100805 COOPER HARDWARE INC.	137084	12986	MISC. SUPPLIES FOR REPAIRS AND P 041-320-0000-4320	44.65
					Total :	44.65
234718	2/20/2024	892687 CORE & MAIN LP	U179836	13014	WATER METERS, FIRE SERVICE MAT'L 070-383-0000-4310	182.87
					Total :	182.87
234719	2/20/2024	102003 COUNTY OF LOS ANGELES	RE-PW-24010803904	13050	INDUSTRIAL WASTE CHARGES 072-360-0000-4450	4,793.02
					Total :	4,793.02
234720	2/20/2024	894676 CRISTOBAL, ALEYDA	41-0515-00		WATER ACCT REFUND-613 JACKMAN 070-2010	23.39
					Total :	23.39
234721	2/20/2024	894680 CRUZ, RICHARD	58-1448-04		WATER ACCT REFUND-752 HARDING 070-2010	24.66
					Total :	24.66
234722	2/20/2024	887380 DUENAS, MARIA CONCEPCION	DEC 2023	13107	MMAP PROJECT ASSISTANT 001-424-0000-4430	90.00
			JAN 2024	13107	MMAP PROJECT ASSISTANT 001-424-0000-4430	300.00
				13107	004-2359	540.00
			OCT 2023	13107	MMAP PROJECT ASSISTANT 001-424-0000-4430	210.00
					Total :	1,140.00
234723	2/20/2024	101063 EMPLOYMENT DEVELOPMENT	944-0936-4		UNEMPLOYMENT INS-PERIOD ENDING 001-190-0390-4132	7,200.00
					Total :	7,200.00
234724	2/20/2024	890401 ENVIROGEN TECHNOLOGIES INC	0014481-IN	13029	MAINT., REPAIR, PARTS, LABOR & EXT 070-384-0857-4260	7,814.52
			0014547-IN	13029	MAINT., REPAIR, PARTS, LABOR & EXT 070-384-0857-4260	7,814.52
			0014597-IN		MAINT., REPAIR, PARTS, LABOR & EXT	

Page: 7

vchlist
02/15/2024 9:19:19AMVoucher List
CITY OF SAN FERNANDO

Page: 8

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234724	2/20/2024	890401 ENVIROGEN TECHNOLOGIES INC	(Continued)	13029	070-384-0857-4260	7,321.50
					Total :	22,950.54
234725	2/20/2024	890879 EUROFINS EATON ANALYTICAL, INC	3800041464	13032	WATER TESTING & ANALYSIS SERVICE 070-384-0000-4260	10,940.00
			3800043595	13032	WATER TESTING & ANALYSIS SERVICE 070-384-0000-4260	6,442.50
					Total :	17,382.50
234726	2/20/2024	103851 EVERSOFTE, INC.	R2435679		WATER SOFTNER RENTAL-WELL 2A 070-384-0000-4260	58.45
					Total :	58.45
234727	2/20/2024	893800 FAJARDO, JOANNE	JAN 2024	13108	ZUMBA AND CHAIR ZUMBA CLASSES F 017-420-1322-4260	150.00
					Total :	150.00
234728	2/20/2024	894675 FLESCHLER, STEPHEN	33-0925-10		WATER ACCT REFUND-461 WOLFSKILL 070-2010	78.77
					Total :	78.77
234729	2/20/2024	889201 FOOTHILL SOILS, INC	58779		INFIELD MIX FOR BASEBALL FIELDS @ 043-390-0000-4300	2,135.25
					Total :	2,135.25
234730	2/20/2024	892198 FRONTIER COMMUNICATIONS	209-150-5251-040172		MWD METER 070-384-0000-4220	57.40
			209-151-4939-102990		MUSIC CHANNEL 001-190-0000-4220	53.51
			209-188-4361-031792		RCS PHONE LINES 001-420-0000-4220	141.72
			209-188-4362-031792		POLICE PHONE LINES 001-222-0000-4220	966.05
			209-188-4363-031892		VARIOUS PHONE LINES 001-190-0000-4220	90.66
					070-384-0000-4220	331.08

Page: 8

vchlist
02/15/2024 9:19:19AMVoucher List
CITY OF SAN FERNANDO

Page: 9

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234730	2/20/2024	892198 FRONTIER COMMUNICATIONS	(Continued)			
			818-361-6728-080105		001-420-0000-4220 ENGINEERING FAX LINE	264.63
			818-365-5097-120298		001-310-0000-4220 PD NARCOTICS VAULT	45.55
			818-837-1509-032207		001-222-0000-4220 PW PHONE LINE	45.15
			818-838-4969-021803		001-190-0000-4220 PD ALARM PANEL	31.38
					001-222-0000-4220	123.81
					Total :	2,150.94
234731	2/20/2024	894667 FRUITFUL SOILS, INC.	533		90/10 HEAVY MIX 001-346-0000-4300	319.73
					043-390-0000-4300	319.72
					Total :	639.45
234732	2/20/2024	894669 GARCIA, MARIA	PW2202875		UTILITY SRV PERMIT REFUND-523 HAF 070-3840-0000	945.00
					070-3835-0000	1,821.00
					Total :	2,766.00
234733	2/20/2024	894351 GARCIA, VICTORIA	FEB 2024		COMMISSIONER'S STIPEND 001-310-0000-4111	100.00
					Total :	100.00
234734	2/20/2024	894678 GLENOAKS ESTATES LLC	54-5020-02		WATER ACCT REFUND-993 GLENOAKS 070-2010	191.28
					Total :	191.28
234735	2/20/2024	889352 GOMEZ, ADRIANA B.	FEB 2024		COMMISSIONER'S STIPEND 001-310-0000-4111	100.00
					Total :	100.00
234736	2/20/2024	101279 GOMEZ-GARCIA, SONIA	REIMB.		LODGING-CSMFO ANNUAL CONFEREN 001-130-0000-4370	795.94
			REIMB.		LODGING, PER DIEM, MILEAGE: CSMF	

Page: 9

vchlist
02/15/2024 9:19:19AMVoucher List
CITY OF SAN FERNANDO

Page: 10

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234736	2/20/2024	101279 GOMEZ-GARCIA, SONIA	(Continued)			
					001-130-0000-4370	830.94
					Total :	1,626.88
234737	2/20/2024	894661 GRACIE GLOBAL LLC	INV-GST-000171	13111	JIU-JITSU INSTRUCTOR TRAINING 110-220-3622-4270	3,000.00
					Total :	3,000.00
234738	2/20/2024	101376 GRAINGER, INC.	9005113858	13027	EQUIPMENT & SUPPLIES FOR VARIOU 070-384-0000-4330	22.68
			9007228423	13027	EQUIPMENT & SUPPLIES FOR VARIOU 070-384-0000-4330	44.14
			9955643508	13027	EQUIPMENT & SUPPLIES FOR VARIOU 043-390-0000-4300	28.31
			9955742912	13027	EQUIPMENT & SUPPLIES FOR VARIOU 043-390-0000-4300	50.81
			9955742920	13027	EQUIPMENT & SUPPLIES FOR VARIOU 043-390-0000-4300	359.85
			9957195101	13027	EQUIPMENT & SUPPLIES FOR VARIOU 043-390-0000-4300	254.24
			9957217699	13027	EQUIPMENT & SUPPLIES FOR VARIOU 001-311-0000-4300	265.63
			9958722408	13027	EQUIPMENT & SUPPLIES FOR VARIOU 043-390-0000-4300	94.59
			9960355817	13027	EQUIPMENT & SUPPLIES FOR VARIOU 001-370-0000-4300	88.47
			9967418535	13027	EQUIPMENT & SUPPLIES FOR VARIOU 041-320-0000-4300	142.88
			9975674483	13027	EQUIPMENT & SUPPLIES FOR VARIOU 070-384-0000-4330	10.67
			9975950552	13027	EQUIPMENT & SUPPLIES FOR VARIOU 070-384-0000-4330	3.61
			9977452490	13027	EQUIPMENT & SUPPLIES FOR VARIOU 043-390-0000-4300	132.35
					Total :	1,498.23
234739	2/20/2024	894407 GRAYBAR FINANCIAL SERVICES	16040823		VOIP MONTHLY LEASE PYMNT-FEB'24	

Page: 10

vchlist
02/15/2024 9:19:19AMVoucher List
CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234739	2/20/2024	894407 GRAYBAR FINANCIAL SERVICES	(Continued)		001-190-0000-4220	944.53
					001-222-0000-4220	809.60
					001-420-0000-4220	404.80
					070-384-0000-4220	539.74
					Total :	2,698.67
234740	2/20/2024	101434 GUZMAN, JESUS ALBERTO	JAN 2024	13067	MMAP INSTRUCTOR	
					108-424-3694-4260	1,800.00
					Total :	1,800.00
234741	2/20/2024	101428 H & H WHOLESALE PARTS	1CR0088956	13023	VEH. BATTERIES INCLUDING DELIVER	
			1CR0090254	13023	041-1215	-114.88
			1IN0620315	13023	VEH. BATTERIES INCLUDING DELIVER	
					041-1215	-30.87
					Total :	333.07
						187.32
234742	2/20/2024	101436 HACH COMPANY	13811931	13102	LAB INSTRUMENTS, CHEMISTRIES RE	
					070-384-0000-4300	621.81
					Total :	621.81
234743	2/20/2024	890594 HEALTH AND HUMAN RESOURCE	E0312136		EAP-MAR 2024	
					001-106-0000-4260	250.90
					Total :	250.90
234744	2/20/2024	893817 HERNANDEZ MOLINA, MARIO ALBERTO	JAN 2024	13079	MMAP INSTRUCTOR MARIO HERNANDEZ	
					108-424-3694-4260	960.00
					Total :	960.00
234745	2/20/2024	101632 IACP	0321810		MEMBERSHIP RENEWAL	
					001-222-0000-4380	190.00
					Total :	190.00
234746	2/20/2024	101605 INDEPENDENT CITIES ASSOCIATION	INV_620		CONFERENCE REGISTRATION	
					001-101-0113-4370	675.00

Page: 11

vchlist
02/15/2024 9:19:19AMVoucher List
CITY OF SAN FERNANDO

Page: 12

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234746	2/20/2024	101605 101605 INDEPENDENT CITIES ASSOCIATION	(Continued)			Total : 675.00
234747	2/20/2024	894026 INTERNATIONAL ASSOCIATION	M24-C692993		MEMBERSHIP RENEWAL	
					001-222-0000-4380	65.00
					Total :	65.00
234748	2/20/2024	101640 INTERNATIONAL INSTITUTE OF	32122		ANNUAL MEMBERSHIP DUES	
					001-115-0000-4380	225.00
					Total :	225.00
234749	2/20/2024	894144 JIMENEZ, DAVID	FEB 2024	13099	FITNESS CLASSES FOR SENIORS	
				13099	017-420-1322-4260	159.00
					026-420-0887-4260	10.00
					Total :	169.00
234750	2/20/2024	892118 JOHN ROBINSON CONSULTING, INC.	SF202001-45	12145	UPPER RESERVOIR REPL CONSTR. MILEAGE	
			SF202001-46	12145	121-385-0716-4600	36,945.30
					UPPER RESERVOIR REPL CONSTR. MILEAGE	
					121-385-0716-4600	53,787.56
					Total :	90,732.86
234751	2/20/2024	891008 JONES, KENNETH	REIMB.		MILEAGE REIMB.-COMMITTEE MEETING	
					001-310-0000-4390	34.13
					Total :	34.13
234752	2/20/2024	893882 JTR	2451		WASTE TIRE PICK-UP	
					072-360-0000-4260	555.00
					Total :	555.00
234753	2/20/2024	894007 KARINA SWEEPING COMPANY	0023	13020	SWEEPING SERVICES- CITY OWNED PAVEMENT	
				13020	023-311-0000-4260	840.00
					029-335-0000-4260	6,600.00
					Total :	7,440.00
234754	2/20/2024	888138 KOPPL PIPELINE SERVICES, INC.	27370		TEST & HOT TAP-651 ARROYO	
					070-383-0000-4260	630.00
					Total :	630.00

Page: 12

vchlist
02/15/2024 9:19:19AMVoucher List
CITY OF SAN FERNANDO

Page: 13

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
234755	2/20/2024	894574 KOUNKUEY DESIGN INITIATIVE INC	2320.04.724	13075	A LAND & OPEN SPACE INVENTORY S1 010-420-0516-4600	9,177.75	
					Total :	9,177.75	
234756	2/20/2024	102007 L.A. COUNTY SHERIFFS DEPT.	241696BL	13018	PRE-PACKAGED, PREPARED INMATE M 001-225-0000-4350	528.85	
					Total :	528.85	
234757	2/20/2024	101971 L.A. MUNICIPAL SERVICES	004-750-1000		ELECTRIC-13003 BORDEN 070-384-0000-4210	1,779.12	
			494-750-1000		WATER-12900 DRONFIELD 070-384-0000-4210	153.01	
			500-750-1000		ELECTRIC-13655 FOOTHILL 070-384-0000-4210	104.50	
			594-750-1000		ELECTRIC-12900 DRONFIELD 070-384-0000-4210	2,407.83	
			657-750-1000		ELECTRIC-14060 SAYRE 070-384-0000-4210	5,812.64	
			694-750-1000		ELECTRIC & WATER-13180 DRONFIELD 070-384-0000-4210	5,565.89	
			993-750-1000		WATER-13003 BORDEN 070-384-0000-4210	7.66	
					Total :	15,830.65	
234758	2/20/2024	892247 LAKE ARROWHEAD RESORT & SPA	012424			LODGING-SFPD TEAM BUILDING RETR 001-222-0000-4370	2,625.37
						001-224-0000-4370	2,625.37
						001-225-0000-4370	2,625.36
						Total :	7,876.10
234759	2/20/2024	101852 LARRY & JOE'S PLUMBING	2279815-0001-02		MATL'S FOR WATER PLANTS 070-384-0000-4300	81.58	
			2279816-0001-02		MATL'S FOR WATER PLANTS 070-384-0000-4300	130.52	
			2279871-0001-02		MATL'S FOR INTERCONNECTION OF T/ 070-384-0000-4300	616.76	
			2280837-0001-02		MATL'S FOR INTERCONNECTION OF T/		

Page: 13

vchlist
02/15/2024 9:19:19AMVoucher List
CITY OF SAN FERNANDO

Page: 14

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
234759	2/20/2024	101852 LARRY & JOE'S PLUMBING	(Continued)	13100	070-384-0000-4300	187.53	
					Total :	1,016.39	
234760	2/20/2024	893218 LAZARO, ERNESTO	JAN 2024		MMAP INSTRUCTOR		
					108-424-3694-4260	720.00	
						Total :	720.00
234761	2/20/2024	893063 LEON, MIGUEL	REIMB.		REIMB-SENIOR CLUB ACTIVITIES		
					004-2380	277.72	
						Total :	277.72
234762	2/20/2024	101920 LIEBERT CASSIDY WHITMORE	258644		LEGAL SERVICES		
					001-112-0000-4270	33.00	
					258688		
					001-112-0000-4270	347.00	
					258717		
					LEGAL SERVICES		
					001-112-0000-4270	66.00	
					258718		
					LEGAL SERVICES		
					001-112-0000-4270	693.00	
					258748		
					LEGAL SERVICES		
					001-112-0000-4270	290.50	
					258749		
					LEGAL SERVICES		
					001-112-0000-4270	600.50	
						Total :	2,030.00
234763	2/20/2024	894668 LOPEZ, JESUS	BS2400194		BUILDING PERMIT REFUND		
					001-3320-0000	121.14	
						Total :	121.14
234764	2/20/2024	101974 LOS ANGELES COUNTY	DEC 2023	13019	ANIMAL CARE & CONTROL SERVICES		
					001-190-0000-4260	7,380.68	
						Total :	7,380.68
234765	2/20/2024	892477 LOWES	9754-01642		MATL'S FOR BACKFLOW REPAIRS		
					070-383-0000-4300	54.79	
					9754-83101		
					MATL'S TO INSTALL NEW OUTLETS		

Page: 14

vchlist
02/15/2024 9:19:19AMVoucher List
CITY OF SAN FERNANDO

Page: 15

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234765	2/20/2024	892477 LOWES	(Continued)			
			9754-95013		070-384-0000-4300 MATL'S TO INSTALL NEW OUTLETS 070-384-0000-4300	187.57 80.27
					Total :	322.63
234766	2/20/2024	888468 MAJOR METROPOLITAN SECURITY	1113517		ALARM MONITORING AT ALL CITY FACI	
			1113518	13061	043-390-0000-4260	25.00
			1113519	13061	ALARM MONITORING AT ALL CITY FACI	
			1113520	13061	043-390-0000-4260	15.00
			1113521	13061	ALARM MONITORING AT ALL CITY FACI	
			1113522	13061	043-390-0000-4260	25.00
			1113523	13061	ALARM MONITORING AT ALL CITY FACI	
			1113524	13061	043-390-0000-4260	25.00
			1113525	13061	ALARM MONITORING AT ALL CITY FACI	
			1113526	13061	043-390-0000-4260	15.00
			1113527	13061	ALARM MONITORING AT ALL CITY FACI	
			1113528	13061	043-390-0000-4260	25.00
			1113529	13061	ALARM MONITORING AT ALL CITY FACI	
			1113530	13061	070-384-0000-4260	25.00
			1113531	13061	ALARM MONITORING AT ALL CITY FACI	
					070-384-0000-4260	25.00

Page: 15

vchlist
02/15/2024 9:19:19AMVoucher List
CITY OF SAN FERNANDO

Page: 16

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234766	2/20/2024	888468 MAJOR METROPOLITAN SECURITY	(Continued)			
					Total :	355.00
234767	2/20/2024	894677 MARTINEZ QUINTERO, MANDY L	62-2262-14		WATER ACCT REFUND-418 HARDING	
					070-2010	27.48
					Total :	27.48
234768	2/20/2024	888254 MCCALLA COMPANY	112822	13037	DISPOSABLE GLOVES	
					001-222-0000-4300	524.70
					Total :	524.70
234769	2/20/2024	888242 MCI COMM SERVICE	7DK54968		MTA PHONE LINE	
					007-440-0441-4220	39.35
					Total :	39.35
234770	2/20/2024	894210 MELTON, ERICA D.	REIMB.-1		WELLNESS BENEFIT REIMB. FY23/24	
			REIMB.-2		001-130-0000-4140	750.00
					LODGING-CSMFO ANNUAL CONFEREN	
					001-130-0000-4370	782.61
					Total :	1,532.61
234771	2/20/2024	889169 MENDEZ, ALEJANDRO	REIMB.		WATER QUALITY TESTING	
					070-384-0000-4260	75.00
					Total :	75.00
234772	2/20/2024	893442 MENDOZA, MARY	REPL CK 231497		REPL STL DTD CK-WELLNESS & LODG	
					001-2140	204.84
					Total :	204.84
234773	2/20/2024	102226 MISSION LINEN SUPPLY	520918923	13096	LAUNDRY SERVICES FOR PD	
			520952794	13096	001-225-0000-4350	378.17
			521005078	13096	LAUNDRY SERVICES FOR PD	
					001-225-0000-4350	383.85
					Total :	383.85
					1,145.87	
234774	2/20/2024	893343 MOHR, NICOLE	FEB 2024		COMMISSIONER'S STIPEND	
					001-310-0000-4111	100.00

Page: 16

vchlist
02/15/2024 9:19:19AMVoucher List
CITY OF SAN FERNANDO

Page: 17

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234774	2/20/2024	893343 893343 MOHR, NICOLE	(Continued)		Total :	100.00
234775	2/20/2024	894004 MURILLO, NICHOLAS	REIMB.		K9 FOOD & SUPPLIES 001-225-0000-4270	149.90
					Total :	149.90
234776	2/20/2024	102292 MUSCO SPORTS LIGHTING, LLC	419605		ANNUAL LIGHTING FEES @ REC & LP I 001-423-0000-4260	950.00
					Total :	950.00
234777	2/20/2024	893369 MYRECDEPT.COM	03216819S	13069	RENEWAL OF SOFTWARE LICENSE 001-135-0000-4260	4,190.00
					Total :	4,190.00
234778	2/20/2024	102325 NAPA AUTO PARTS	6410-153754 6410-154788 6410-155675		VEHICLE MAINT.-PW2116 041-320-0311-4400 VEHICLE MAINT.-PK4361 041-320-0390-4400 VEHICLE MAINT.-PW2115 041-320-0311-4400	186.28 135.78 161.58
					Total :	483.64
234779	2/20/2024	887737 NATIONAL PLANT SERVICES INC	019936	13026	CLEANING & VIDEO INSPECTION OF S 072-1236	2,200.00
					Total :	2,200.00
234780	2/20/2024	893348 NCSI	41838		VOLUNTEER BACKGROUND CHECKS 017-420-1328-4260 001-422-0000-4260	37.00 18.50
					Total :	55.50
234781	2/20/2024	893405 NEW HORIZON	2540582		LP PHONE SERVICES-FEB 2024 001-420-0000-4220	335.27
					Total :	335.27
234782	2/20/2024	894674 NORRIS, PETER	58-2558-06		WATER ACCT REFUND-711 ORANGE G 070-2010	12.74

Page: 17

vchlist
02/15/2024 9:19:19AMVoucher List
CITY OF SAN FERNANDO

Page: 18

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234782	2/20/2024	894674 894674 NORRIS, PETER	(Continued)		Total :	12.74
234783	2/20/2024	894100 ODP BUSINESS SOLUTIONS , LLC	3417682829001		TONERS 001-150-0000-4300	466.94
			343127462001		OFFICE SUPPLIES 001-150-0000-4300	63.92
			345156309001		OFFICE SUPPLIES 001-150-0000-4300	117.86
			345200359001		OFFICE SUPPLIES 001-152-0000-4300	47.63
			347208627001		OFFICE SUPPLIES 001-222-0000-4300	55.11
			347214045001		OFFICE SUPPLIES 001-222-0000-4300	65.86
			347214075001		OFFICE SUPPLIES 001-222-0000-4300	72.21
			347214132001		OFFICE SUPPLIES 001-222-0000-4300	71.11
			347581462001		OFFICE SUPPLIES 070-384-0000-4310	1,065.00
			348651070001		OFFICE SUPPLIES 001-222-0000-4300	31.96
			349364563001		OFFICE SUPPLIES 001-310-0000-4300	50.47
			349370753001		OFFICE SUPPLIES 001-310-0000-4300	44.77
			349584509001		OFFICE TABLE 001-105-0000-4300	286.64
			349588961001		CHAIRS 001-105-0000-4300	661.48
			349789291001		OFFICE SUPPLIES 001-222-0000-4300	36.33
			349797463001		OFFICE SUPPLIES 001-222-0000-4300	22.03
			349981529001		OFFICE SUPPLIES 001-311-0000-4300	93.29
			349997705001		OFFICE SUPPLIES	

Page: 18

vchlist
02/15/2024 9:19:19AMVoucher List
CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234783	2/20/2024	894100 ODP BUSINESS SOLUTIONS , LLC	(Continued)			
			350005055001		001-222-0000-4300 OFFICE SUPPLIES	353.54
			350360323001		001-222-0000-4300 TONER	143.87
			350437286001		001-222-0000-4300 OFFICE SUPPLIES	542.42
			350439569001		001-150-0000-4300 OFFICE SUPPLIES	27.55
			350440328001		070-381-0000-4300 OFFICE SUPPLIES	20.14
			350440329001		070-381-0000-4300 OFFICE SUPPLIES	55.52
			350799097001		070-381-0000-4300 OFFICE SUPPLIES	15.85
			351170507001		001-311-0000-4300 OFFICE CHAIR & OFFICE SUPPLIES	2.75
			351238638001		001-310-0000-4300 OFFICE SUPPLIES	312.03
			351242674001		001-310-0000-4300 OFFICE SUPPLIES	9.91
			351509395001		070-381-0000-4300 OFFICE SUPPLIES	50.48
			351555459001		001-222-0000-4300 DESK RISER & OFFICE SUPPLIES	194.24
			351558320001		001-422-0000-4300 OFFICE SUPPLIES	296.33
			351708766001		001-422-0000-4300 OFFICE SUPPLIES	90.10
			351708961001		001-222-0000-4300 OFFICE SUPPLIES	108.05
			352048710001		001-222-0000-4300 OFFICE SUPPLIES	64.69
			352098115001		041-320-0000-4300 OFFICE SUPPLIES	84.21
			352098116001		041-320-0000-4300 OFFICE SUPPLIES	46.40

Page: 19

vchlist
02/15/2024 9:19:19AMVoucher List
CITY OF SAN FERNANDO

Page: 20

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234783	2/20/2024	894100 ODP BUSINESS SOLUTIONS , LLC	(Continued)			
			352098116002		041-320-0000-4300 OFFICE SUPPLIES	50.62
			352098131001		074-320-0000-4300 OFFICE SUPPLIES	143.31
			3520981468001		074-320-0000-4300 OFFICE SUPPLIES	56.21
			352132919001		074-320-0000-4300 OFFICE SUPPLIES	22.92
			353315298001		001-130-0000-4300 OFFICE SUPPLIES	336.67
			353481180001		001-222-0000-4300 OFFICE SUPPLIES	105.11
					070-382-0000-4300	89.95
					072-360-0000-4300	89.96
					Total :	6,565.44
234784	2/20/2024	890095 O'REILLY AUTOMOTIVE STORES INC	4605-152521	13008	VEH. MAINT. AND REPAIR PARTS FOR (
			4605-155092	13008	041-320-0311-4400 VEH. MAINT. AND REPAIR PARTS FOR (74.39
			4605-155381	13008	029-335-0000-4400 VEH. MAINT. AND REPAIR PARTS FOR (50.32
			4605-155512	13008	041-320-0311-4400 VEH. MAINT. AND REPAIR PARTS FOR (51.56
			4605-155527	13008	041-1215 VEH. MAINT. AND REPAIR PARTS FOR (245.69
					041-1215	65.93
					Total :	487.89
234785	2/20/2024	894631 OSMININA, ZHANNA	JAN 2024	13092	ACADEMIC DRAWING INSTRUCTOR	
					017-420-1343-4260	207.50
					Total :	207.50
234786	2/20/2024	894056 PACIFIC HYDROTECH CORPORATION	014		UPPER RESERVOIR REPLACEMENT PI	
				12642	010-385-0716-4600	214,822.21
				12642	070-385-0716-4600	199,589.74
					010-2037	-10,741.11

Page: 20

vchlist
02/15/2024 9:19:19AMVoucher List
CITY OF SAN FERNANDO

Page: 21

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234786	2/20/2024	894056 PACIFIC HYDROTECH CORPORATION	(Continued)		070-2037	-9,979.49
					Total :	393,691.35
234787	2/20/2024	892360 PARKING COMPANY OF AMERICA	INVM0018370	13076	PUBLIC TRANSPORTATION SERVICES	44,688.30
				13076	008-313-0000-4260	3,966.93
					007-313-3630-4402	
					Total :	48,655.23
234788	2/20/2024	889545 PEREZ, MARIBEL	REIMB.		PROGRAM SUPPLIES	
					017-420-1337-4300	32.78
					Total :	32.78
234789	2/20/2024	893933 PORTA-STOR	415079		MCB STORAGE BIN RENTAL	
					017-420-1330-4260	82.00
					Total :	82.00
234790	2/20/2024	102688 PROFESSIONAL PRINTING CENTERS	22045	13060	PRE-PRINTED FORMS-PARKING CITAT	1,096.99
					001-222-0000-4300	
					Total :	1,096.99
234791	2/20/2024	892071 ROBLES, J.	TRAVEL		MILEAGE & PER DIEM-POST TRAINING	
					001-225-0000-4360	201.99
					Total :	201.99
234792	2/20/2024	893276 RON'S MAINTENANCE, INC.	952	12870	CATCH BASIN CLEANING SERVICES	
					001-311-0000-4260	8,568.00
					Total :	8,568.00
234793	2/20/2024	887165 RYAN HERCO PRODUCTS CORP	B197454	13103	MISC. SUPPLIES FOR BUILDING & WTF	2,742.25
			B197458	13103	MISC. SUPPLIES FOR BUILDING & WTF	443.04
			B218972	13103	MISC. SUPPLIES FOR BUILDING & WTF	143.46
					070-384-0000-4320	
					Total :	3,328.75
234794	2/20/2024	894041 SAFETY NETWORK	TS-17371		GRAFFITI WIPES	

Page: 21

vchlist
02/15/2024 9:19:19AMVoucher List
CITY OF SAN FERNANDO

Page: 22

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234794	2/20/2024	894041 SAFETY NETWORK	(Continued)		001-312-0000-4300	837.77
					Total :	837.77
234795	2/20/2024	894679 SALAZAR, PASCUAL	62-1874-00		WATER ACCT REFUND-1624 FOURTH	
					070-2010	23.95
					Total :	23.95
234796	2/20/2024	103050 SAN FERNANDO PET HOSPITAL	203970		K9 VET SERVICES	
					001-225-0000-4270	76.06
					Total :	76.06
234797	2/20/2024	103057 SAN FERNANDO VALLEY SUN	12159		LEGAL NOTICE-SPR2023-023 & CUP 20	
					001-150-0000-4230	145.13
					Total :	145.13
234798	2/20/2024	102967 SCOTT FAZEKAS & ASSOCIATES INC	22756		PLAN CHECK SERVICES	
					001-2698	4,893.33
					Total :	4,893.33
234799	2/20/2024	103184 SMART & FINAL	0119		SUPPLIES FOR SENIOR CLUB	
			0120		004-2346	56.74
			0206		SUPPLIES FOR SENIOR CLUB ACTIVIT	125.44
			0240		004-2346	
					REFRESHMENT-BUSINESS WATCH MT	19.17
					001-222-0000-4300	
					TREE PEOPLE EVENT	
					001-310-0000-4300	110.69
					Total :	312.04
234800	2/20/2024	103196 SOUTH COAST AIR QUALITY	4295262		ANNUAL RENEWAL FEES-PD GENERA	
			4298028		041-320-0000-4260	504.91
					EMISSIONS FEE - 910 FIRST	
					041-320-0000-4260	160.35
					Total :	665.26
234801	2/20/2024	103202 SOUTHERN CALIFORNIA EDISON CO.	600000512389		ELECTRIC-VARIOUS LOCATIONS	
					027-344-0000-4210	12,447.97

Page: 22

vchlist
02/15/2024 9:19:19AMVoucher List
CITY OF SAN FERNANDO

Page: 23

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234801	2/20/2024	103202 SOUTHERN CALIFORNIA EDISON CO.	(Continued)		029-335-0000-4210	3,841.33
					070-384-0000-4210	21,572.67
					074-320-0000-4210	6,013.09
					043-390-0000-4210	5,288.31
			700136176526		ELECTRIC-METER FOR MALL-MACLAY,	
					030-341-0000-4210	98.65
			700224888278		ELECTRIC-801 8TH	
					043-390-0000-4210	8.91
			700301226571		ELECTRIC-1117 2ND ST	
					043-390-0000-4210	23.89
			700360580265		ELECTRIC-910 FIRST	
					043-390-0000-4210	7,327.34
			700363532503		ELECTRIC-117 MACNEIL	
					043-390-0000-4210	4,679.50
			700577150347		ELECTRIC-190 PARK	
					027-344-0000-4210	1,062.76
			700826276457		ELECTRIC-709 JESSIE	
					043-390-0000-4210	65.76
					Total :	62,430.18
234802	2/20/2024	103206 SOUTHERN CALIFORNIA GAS CO.	176-827-9776		NATURAL GAS FOR CNG STATION	
					074-320-0000-4402	10,655.61
					Total :	10,655.61
234803	2/20/2024	894672 SPATIG, JENNIFER	TRAVEL		MILEAGE & PER DIEM-POST TRAINING	
					001-222-0000-4360	201.99
					Total :	201.99
234804	2/20/2024	103251 STANLEY PEST CONTROL	639768	13070	INTERIOR/EXTERIOR PEST EXTERMIN	
			639771	13070	043-390-0000-4330	94.00
				13070	INTERIOR/EXTERIOR PEST EXTERMIN	
			639772	13070	043-390-0000-4330	62.00
				13070	INTERIOR/EXTERIOR PEST EXTERMIN	
			639774	13070	043-390-0000-4330	135.00
				13070	INTERIOR/EXTERIOR PEST EXTERMIN	
					043-390-0000-4330	55.00

Page: 23

vchlist
02/15/2024 9:19:19AMVoucher List
CITY OF SAN FERNANDO

Page: 24

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234804	2/20/2024	103251 STANLEY PEST CONTROL	(Continued)			
			639775	13070	INTERIOR/EXTERIOR PEST EXTERMIN	
					043-390-0000-4330	95.00
			639776	13070	INTERIOR/EXTERIOR PEST EXTERMIN	
					043-390-0000-4330	85.00
			639777	13070	INTERIOR/EXTERIOR PEST EXTERMIN	
					043-390-0000-4330	85.00
					Total :	611.00
234805	2/20/2024	894275 STAPLES, INC.	8072984426		BREAK ROOM SUPPLIES	
					001-190-0000-4300	140.24
					Total :	140.24
234806	2/20/2024	100532 STATE OF CALIFORNIA, DEPARTMENT OF JUSTICE	671563	13112	DOJ LIVESCAN FINGERPRINTING SERI	
				13112	004-2386	2,451.00
					001-222-0000-4270	198.00
			677732	13112	DOJ LIVESCAN FINGERPRINTING SERI	
				13112	004-2386	3,770.00
				13112	001-222-0000-4270	130.00
			684917	13112	DOJ LIVESCAN FINGERPRINTING SERI	
				13112	004-2386	2,819.00
				13112	001-222-0000-4270	262.00
			713194		FINGERPRINTS-JAN 2024	
					001-106-0000-4270	64.00
					Total :	9,694.00
234807	2/20/2024	894670 STREET COP TRAINING LLC	INV-109836		MASTERING NARCOTICS INVESTIGATI	
					001-225-0000-4360	299.00
					Total :	299.00
234808	2/20/2024	894130 SUNBURST UNIFORMS	1899	13043	UNIFORMS & ACCESSORIES	
					001-225-0000-4325	1,543.88
					Total :	1,543.88
234809	2/20/2024	894037 SUNRUN INSTALLATION	BS2301949-BS2301950		BUILDING PERMITS REFUND	
					001-3320-0000	449.42
					055-3719-0154	19.94

Page: 24

vchlist
02/15/2024 9:19:19AMVoucher List
CITY OF SAN FERNANDO

Page: 25

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234809	2/20/2024	894037 SUNRUN INSTALLATION	(Continued) BS23026265-BS2302626		BUILDING PERMITS REFUND 001-3320-0000 055-3719-0154	449.42 19.94
					Total :	938.72
234810	2/20/2024	888621 SWRCB	LW-1043920		WATER SYSTEM ANNUAL FEES 070-381-0000-4450	19,619.60
					Total :	19,619.60
234811	2/20/2024	893955 TALLEY, BRIDGET LAINE	JAN 2024		CHAIR YOGA INSTRUCTOR 017-420-1321-4260 026-420-0887-4260	150.00 60.00
					Total :	210.00
234812	2/20/2024	103338 TESH, DAVID	TRAVEL		PER DIEM-PISTOL RED DOT INSTRUCT1 001-225-0000-4360	70.00
					Total :	70.00
234813	2/20/2024	103205 THE GAS COMPANY	042-320-6900-7 088-520-6400-8 090-620-6400-2 143-287-8131-6 162-020-7432-0		GAS-910 FIRST 043-390-0000-4210 GAS-117 MACNEIL 043-390-0000-4210 GAS-120 MACNEIL 070-381-0000-4210 072-360-0000-4210 043-390-0000-4210 GAS-208 PARK 043-390-0000-4210 GAS-828 HARDING 043-390-0000-4210	207.35 490.44 66.34 66.34 132.69 490.44 6.10
					Total :	1,459.70
234814	2/20/2024	888821 THE GOODYEAR TIRE & RUBBER CO	39615	13009	TIRES FOR FLEET 041-1215	633.02
					Total :	633.02

Page: 25

vchlist
02/15/2024 9:19:19AMVoucher List
CITY OF SAN FERNANDO

Page: 26

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234815	2/20/2024	101528 THE HOME DEPOT CRC	1393648		MISC SUPPLIES-501 FIRST 001-311-0000-4300	374.60
			1393649		TRASH BAGS-PARKING LOTS 029-335-0000-4300	1,398.63
			2012329		MISC SUPPLIES-501 FIRST 001-311-0000-4300	31.67
			2020345		MATL'S FOR REPAIRS-PIONEER PARK 043-390-0000-4300	184.53
			2541573		REPLACE MISC SUPPLIES 041-320-0000-4320	265.89
			25474		BACKFLOW SUPPLIES 070-384-0000-4300	108.34
			3900310		CREDIT-TRASH BAGS OUT OF STOCK 030-341-0000-4300	-106.78
			393596		SUN SHADE 041-320-0000-4300	16.50
			393597		EYE VISOR 041-320-0000-4320	44.07
			393598		FACE SHIELD 041-320-0000-4300	55.09
			393599		EAR MUFFS 041-320-0000-4320	22.02
			4095627		FLOOD LIGHT - ME8615 074-320-0000-4400	164.27
			4521330		MISC SUPPLIES 070-383-0000-4310	255.60
			4973340		MISC TOOLS 001-311-0000-4300	208.09
			4973343		TRASH BAGS-MALL MAINT. 030-341-0000-4300	533.89
			5011187		DEPT SUPPLIES 070-384-0000-4300	1,176.22
			515205		MISC TOOLS & SUPPLIES 041-320-0000-4320	153.12
			5203393		DEPT SUPPLIES 070-384-0000-4300	90.37
			535775		HEAD LAMP - ME8615	

Page: 26

vchlist
02/15/2024 9:19:19AMVoucher List
CITY OF SAN FERNANDO

Page: 27

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234815	2/20/2024	101528 THE HOME DEPOT CRC	(Continued)			
			6120348		074-320-0000-4400 LED SHOP LIGHT	55.06
			7382651		041-320-0000-4320 SUPPLIES-GRAFFITI REMOVAL	49.57
			7382652		001-312-0000-4300 TOOLS	1,197.93
			8970166		001-311-0000-4300 VARIOUS SMALL TOOLS	69.51
			904691		043-390-0000-4300 DEPT SUPPLIES	1,669.80
			90595		070-384-0000-4310 ITEMS RETURNED	288.85
			JAN 2024		070-384-0000-4300 FINANCE CHARGES	-71.63
					001-311-0000-4300	162.37
					Total :	8,397.58
234816	2/20/2024	894052 THE LANGUAGE PROS, INC.	1650	12998	LANGUAGE ACCESS PROGRAM - ONSI	
					001-101-0000-4270	405.00
					Total :	405.00
234817	2/20/2024	892525 T-MOBILE	958769818		HOTSPOTS & TABLET CONNECTIONS	
					001-420-0000-4220	29.40
					043-390-0000-4310	19.74
					Total :	49.14
234818	2/20/2024	887591 TOM BROHARD & ASSOCIATES	2024-03	13010	TRAFFIC ENGINEERING SERVICES	
					001-310-0000-4270	590.00
					Total :	590.00
234819	2/20/2024	888399 TORO ENTERPRISES INC.	17443	12885	PACOIMA WASH BIKEWAY & PEDESTRI	
				12885	010-311-0647-4600	30,312.52
				12885	010-311-0549-4600	205,589.80
				12885	010-311-0567-4600	133,729.68
					010-2037	-18,481.60
			17478R		PACOIMA WASH BIKEWAY & PEDESTRI	

Page: 27

vchlist
02/15/2024 9:19:19AMVoucher List
CITY OF SAN FERNANDO

Page: 28

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234819	2/20/2024	888399 TORO ENTERPRISES INC.	(Continued)			
				12885	010-311-0549-4600	359,809.50
				12885	010-311-0567-4600	194,966.50
					010-2037	-27,738.80
					Total :	878,187.60
234820	2/20/2024	893504 TOWN HALL STREAMS, LLC	15435		STREAM SERVICES-FEB 2024	
					001-115-0000-4260	175.00
					Total :	175.00
234821	2/20/2024	894154 TRAFFIC MANAGEMENT	06-103995		CONES AND STENCILS	
					072-360-0000-4300	1,792.71
					Total :	1,792.71
234822	2/20/2024	890998 TRUJILLO, RODOLFO	FEB 2024		COMMISSIONER'S STIPEND	
					001-310-0000-4111	100.00
					Total :	100.00
234823	2/20/2024	103503 U.S. POSTAL SERVICE, NEOPOST POSTAGE (15122187		REIMB OF POSTAGE MACHINE	
					001-190-0000-4280	1,500.00
					Total :	1,500.00
234824	2/20/2024	103463 U.S. POSTMASTER	FEB 2024		POSTAGE-FEB UTILITY BILLS	
					072-360-0000-4300	663.00
					070-382-0000-4300	662.99
					Total :	1,325.99
234825	2/20/2024	103445 UNDERGROUND SERVICE ALERT	120240688		(33) SNF01 NEW TICKET CHARGES	
			23-2424453		070-381-0000-4260	67.75
					CA STATE FEE-REGULATORY COSTS	
					070-381-0000-4260	40.64
					Total :	108.39
234826	2/20/2024	893167 UNITED MAINTENANCE SYSTEMS	15695	13028	JANITORIAL SERVICES FOR CITY FACI	
			15707	13028	043-390-0000-4260	17,850.00
				13028	043-390-0000-4260	1,150.00

Page: 28

vchlist
02/15/2024 9:19:19AMVoucher List
CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234826	2/20/2024	893167 893167 UNITED MAINTENANCE SYSTEMS	(Continued)			Total : 19,000.00
234827	2/20/2024	103439 UPS	831954054		COURIER SERVICES 001-190-0000-4280	160.75 Total : 160.75
234828	2/20/2024	103449 USA BLUE BOOK	INV00248217 INV00248316	13016 13016	MISC WATER & LOCKSMITH SUPPLIES 070-384-0000-4310 MISC WATER & LOCKSMITH SUPPLIES 070-384-0000-4310	309.44 168.51 Total : 477.95
234829	2/20/2024	893740 UTILITY SYSTEMS SCIENCE &	COSF_01/09-02/08/24 COSF_1/1-1/31	13024 13024	WSTEWTER FLOW MONITORING & SAI 072-360-0000-4260 WSTEWTER FLOW MONITORING & SAI 072-360-0000-4260	770.00 540.00 Total : 1,310.00
234830	2/20/2024	893647 VALEO NETWORKS	26601 27587 27588	13082 13038 13038	UPDATE/REP. NETWORK INFRASTRUC 001-135-0000-4260 IT MANAGEMENT & VEEAM CLOUD CO 001-135-0000-4270 VEEAM CLOUD CONNECTION SOLUTIK 001-135-0000-4260	202.50 10,591.67 1,460.90 Total : 12,255.07
234831	2/20/2024	103529 VALLEY ALARM	1141760 1155201	13087 13087	SECURTY ALARM SYST FOR UPPER RI 121-385-0716-4600 SECURTY ALARM SYST FOR UPPER RI 121-385-0716-4600	1,975.00 5,925.00 Total : 7,900.00
234832	2/20/2024	103534 VALLEY LOCKSMITH	1165 1166 1211	13044 13044 13044	LOCKSMITH SERVS FOR ALL FACILITIE 043-390-0000-4330 LOCKSMITH SERVS FOR ALL FACILITIE 043-390-0000-4300 LOCKSMITH SERVS FOR ALL FACILITIE 043-390-0000-4300	262.50 122.50 601.50

Page: 29

vchlist
02/15/2024 9:19:19AMVoucher List
CITY OF SAN FERNANDO

Page: 30

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234832	2/20/2024	103534 VALLEY LOCKSMITH	(Continued) 1212 1252 1286 1799	13044 13044 13044 13044	LOCKSMITH SERVS FOR ALL FACILITIE 043-390-0000-4300 LOCKSMITH SERVS FOR ALL FACILITIE 043-390-0000-4300 LOCKSMITH SERVS FOR ALL FACILITIE 070-384-0000-4330 LOCKSMITH SERVS FOR ALL FACILITIE 043-390-0000-4300	367.50 892.50 126.55 1,516.00 Total : 3,889.05
234833	2/20/2024	894498 VASQUEZ, AMNER	REIMB.		TRAINING SUPPLIES 001-222-0000-4300	78.51 Total : 78.51
234834	2/20/2024	100101 VERIZON WIRELESS-LA	995150667 9954412044 9954828866 9955127444 9955139151		PW CELL PHONE PLAN 070-384-0000-4220 MDT MODEMS-PD UNITS 001-222-0000-4220 VARIOUS WIRELESS PLANS 001-222-0000-4220 001-152-0000-4220 VARIOUS CELL PHONE PLANS 001-222-0000-4220 070-384-0000-4220 VARIOUS PW CELL PHONE PLANS 070-384-0000-4220 043-390-0000-4220 041-320-0000-4220 072-360-0000-4220	49.89 343.52 176.67 152.04 571.50 41.91 156.06 26.01 26.01 36.24 Total : 1,579.85
234835	2/20/2024	103579 VICA	16000		2024 MEMBERSHIP DUES 001-190-0000-4260	850.00 Total : 850.00
234836	2/20/2024	103603 VULCAN MATERIALS COMPANY	73898779		BASE & COLD MIX FOR UTILITY TRENC	

Page: 30

vchlist
02/15/2024 9:19:19AMVoucher List
CITY OF SAN FERNANDO

Page: 31

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234836	2/20/2024	103603 VULCAN MATERIALS COMPANY	(Continued)	12991	070-383-0000-4310	2,449.32
				12991	072-360-0000-4300	162.24
					Total :	2,611.56
234837	2/20/2024	890970 WEX BANK	94799120		FUEL FOR CITY FLEET	
					070-381-0000-4402	72.88
					041-320-0152-4402	127.37
					041-320-0221-4402	1,056.16
					041-320-0224-4402	1,316.52
					041-320-0228-4402	878.35
					041-320-0311-4402	1,636.14
					041-320-0320-4402	319.47
					041-320-0370-4402	1,104.24
					041-320-0390-4402	1,816.23
					029-335-0000-4402	144.01
					070-382-0000-4402	247.06
					070-384-0000-4402	451.02
					072-360-0000-4402	305.25
					041-320-0222-4402	680.34
					041-320-0225-4402	4,330.53
					070-383-0000-4402	1,131.13
					Total :	15,616.70
234838	2/20/2024	891531 WILLDAN ENGINEERING	00338571		WELL 7A REGULATORY COMPLIANCE	
				12265	070-381-0000-4270	310.50
			00338581		NPDES CONSULTING SERVICES	
				13011	023-311-0000-4270	7,648.80
			00419560		CONSTRUCTION MGMT FOR PACOIMA	
				12849	012-311-0551-4600	54,470.50
			00626908		TRAFFIC SIGNAL SYNCHRONIZATION I	
				12941	024-371-0510-4600	3,302.00
					Total :	65,731.80
		155 Vouchers for bank code :	bank3		Bank total :	2,343,561.41
		155 Vouchers in this report			Total vouchers :	2,343,561.41

Page: 31

vchlist
02/15/2024 9:19:19AMVoucher List
CITY OF SAN FERNANDO

Page: 32

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
---------	------	--------	---------	------	---------------------	--------

Voucher Registers are not final until approved by Council.

Page: 32

SPECIAL CHECKS

EXHIBIT "A"
RES. NO. 24-022vchlist
02/01/2024 8:56:42AMVoucher List
CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234676	2/1/2024	103596 CALIFORNIA VISION SERVICE PLAN	DEMAND		VISION INS BENEFITS - FEBRUARY 2024 001-1160	2,463.41
Total :						2,463.41
234677	2/1/2024	103648 CITY OF SAN FERNANDO	PR 2/2/24		REIMB FOR PAYROLL W/E 1/26/24 001-1003	591,270.07
					007-1003	219.22
					017-1003	174.18
					027-1003	2,324.74
					029-1003	1,076.09
					041-1003	8,226.90
					043-1003	16,136.88
					070-1003	55,509.23
					072-1003	17,739.19
					094-1003	1,046.86
					110-1003	6,726.13
Total :						700,449.49
234678	2/1/2024	891230 DELTA DENTAL INSURANCE COMPANY	DEMAND		DELTA INS BENEFITS - FEBRUARY 2024 001-1160	195.30
Total :						195.30
234679	2/1/2024	890907 DELTA DENTAL OF CALIFORNIA	DEMAND		DELTA INS BENEFITS - FEBRUARY 2024 001-1160	11,733.23
Total :						11,733.23
234680	2/1/2024	103054 SAN FERNANDO POLICE	DEMAND		SFPOA STD/LTD INS BENEFITS - FEBRUARY 2024 001-1160	2,240.00
Total :						2,240.00
234681	2/1/2024	887627 STANDARD INSURANCE	DEMAND		LIFE/AD&D INS BENEFITS - FEBRUARY 2024 001-1160	2,554.35
Total :						2,554.35
6 Vouchers for bank code : bank3						Bank total : 719,635.78

Page: 1

vchlist
02/01/2024 8:56:42AMVoucher List
CITY OF SAN FERNANDO

Page: 2

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
6 Vouchers in this report						Total vouchers : 719,635.78

Voucher Registers are not final until approved by Council.

Page: 2

SPECIAL CHECK

EXHIBIT "A"
RES. NO. 24-022

vchlist
02/05/2024 2:00:53PM

Voucher List
CITY OF SAN FERNANDO

Page: 1

Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234682	2/5/2024	102519 P.E.R.S.	FEB 2024		HEALTH INS BENEFITS - FEB 2024 001-1160	184,214.11
Total :						184,214.11
1 Vouchers for bank code :		bank3	Bank total :			184,214.11
1 Vouchers in this report		Total vouchers :			184,214.11	

Voucher Registers are not final until approved by Council.

Page: 1

SPECIAL CHECK

EXHIBIT "A"
RES. NO. 24-022vchlist
02/15/2024 8:47:18AMVoucher List
CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
234683	2/15/2024	103648 CITY OF SAN FERNANDO	PR 2/16/24		REIMB FOR PAYROLL W/E 2/9/24	
					001-1003	608,331.98
					007-1003	186.76
					017-1003	148.55
					027-1003	2,475.59
					029-1003	1,115.70
					030-1003	3,670.85
					041-1003	7,759.19
					043-1003	14,558.74
					070-1003	62,922.81
					072-1003	17,471.93
					094-1003	1,021.86
					110-1003	7,533.80
					Total :	727,197.76
		1 Vouchers for bank code :	bank3		Bank total :	727,197.76
		1 Vouchers in this report			Total vouchers :	727,197.76

Voucher Registers are not final until approved by Council.

Page: 1

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Fabian Valdez, Police Chief

Date: February 20, 2024

Subject: Consideration to Approve a Second Reading to Adopt Ordinance No. 1721 Adopting a Military Equipment Use Policy Governing the Use of Military Equipment Pursuant to Assembly Bill 481

RECOMMENDATION:

It is recommended that the City Council approve for second reading, in title only, and waive all further readings to adopt Ordinance No. 1721 (Attachment "A") titled, "An Ordinance of the City Council of the City of San Fernando, California, adopting a Military Use Equipment Policy (Attachment "A", Exhibit "A") governing the use of military equipment pursuant to Assembly Bill (AB) 481."

BACKGROUND:

1. On September 30, 2021, Governor Gavin Newsom signed into law Assembly Bill 481 ("AB 481") (Attachment "B") relating to the use of "military equipment" by law enforcement agencies in California.
2. On April 27, 2022, the San Fernando Police Department (SFPD) posted the proposed military equipment policy on the City's website as part of a 30-day public review period prior to any public hearing as part of the transparency process to solicit public feedback, pursuant to AB 481.
3. On June 1, 2022, the SFPD presented the proposed military equipment policy to the Transportation and Public Safety Commission.
4. On July 5, 2022, a public hearing was held to consider adopting an ordinance approving the proposed military equipment policy, governing the use of military equipment. There were no public comments submitted, and the City Council voted unanimously to approve introduction for first reading, in title only, and waive further reading of Ordinance No. 1711 titled, "An Ordinance of the City Council of the City of San Fernando, California, adopting a Military Equipment Policy governing the use of military equipment pursuant to Assembly Bill 481."

Consideration to Approve a Second Reading to Adopt Ordinance No. 1721 Adopting a Military Equipment Use Policy Governing the Use of Military Equipment Pursuant to Assembly Bill 481

Page 2 of 7

5. On July 18, 2022, the City Council adopted Ordinance No. 1711, “An Ordinance of the City Council of the City of San Fernando, California, adopting a Military Equipment Policy, governing the use of military equipment pursuant to Assembly Bill 481” as it was introduced on July 5, 2022 and waived further reading of the ordinance.
6. On December 15, 2023, SFPD’s Annual Military Equipment Use Report was posted on the City’s website for public comment, in accordance with AB 481.
7. On January 4, 2024, the SFPD held a community engagement hearing during the Transportation and Public Safety Commission. The SFPD provided a presentation summarizing the 2023 Annual Military Equipment Report and Policy update and provided an opportunity for public comment and questions. Notice of these public presentations were posted on the City’s website and publicized by the Department and City via agency social media accounts.
8. On January 16, 2024, the City Council continued the Public Hearing to the February 5, 2024 City Council regular meeting.
9. On February 5, 2024, the City Council conducted a public hearing and voted unanimously to approve the 2023 Annual Military Equipment Report (Attachment “C”), and introduced Ordinance No. 1721 adopting a Military Use Equipment Policy (Attachment “A”) governing the use of military equipment pursuant to Assembly Bill (AB) 481.”

ANALYSIS:

AB 481 is designed to enhance transparency, oversight, and public involvement in the decision-making processes related to the funding, acquisition, and utilization of military equipment by California law enforcement agencies. AB 481 requires that the SFPD report annually on the inventory, procurement, use, and misuse of covered military equipment items. The 2023 Annual Military Equipment Report also includes a description of new military equipment for which the SFPD seeks City Council approval for acquisition and funding. AB 481 requires law enforcement agencies to post policies on military equipment for a 30-day period for public review prior to a public hearing to adopt the policy. Additionally, AB 481 mandates annual reporting on the military equipment outlined in the policy and requires at least one well publicized and conveniently located annual community engagement meeting to discuss the findings presented in the annual report.

AB 481 Annual Reporting Requirements (Government Code 7072).

AB 481 establishes annual reporting requirements within Government Code 7072. The SFPD’s Military Use Policy Annual Report to the City Council requires reporting of each type of equipment used within the year and annual reporting thereafter. The annual report requires the following:

Consideration to Approve a Second Reading to Adopt Ordinance No. 1721 Adopting a Military Equipment Use Policy Governing the Use of Military Equipment Pursuant to Assembly Bill 481

Page 3 of 7

- (1) A summary of how the military equipment was used and the purpose of its use.
- (2) A summary of any complaints or concerns received concerning the military equipment.
- (3) The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.
- (4) The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.
- (5) The quantity possessed for each type of military equipment.
- (6) If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

The SFPD is committed to placing the community's safety first by using various public safety tools and equipment that have been proven effective in enhancing safety. To that end, a number of items defined by AB 481 as military equipment, as outlined below, are currently utilized by the SFPD and many agencies throughout Los Angeles County. These items provide officers with critical tools and the ability to safely resolve dynamic and volatile situations that may otherwise rise to the level of a lethal encounter. These tools and equipment, combined with the current departmental military equipment policy, are a key component to facilitating compliance with the SFPD's Use of Force Policy.

It is important to understand that the term "military equipment" as used within AB 481 does not necessarily indicate equipment that has been used or provided by the military. In fact, the SFPD does not have any equipment currently in use that has been obtained from the military or its Federal 1033 program, which provides surplus equipment to law enforcement.

AB 481 Definition of Military Equipment (Government Code 7070).

AB 481 has created Government Code 7070 to designate the following 15 categories of items as military equipment:

1. Unmanned, remotely piloted, powered aerial or ground vehicles.
2. Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
3. High Mobility Multipurpose Wheeled Vehicles (HMMWV), commonly referred to as Humvees, two and one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached. Unarmored all-terrain vehicles (ATVs) and motorized dirt bikes are specifically excluded from this subdivision.
4. Tracked armored vehicles that provide ballistic protection to their occupants and utilize a tracked system instead of wheels for forward motion.
5. Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
6. Weaponized aircraft, vessels, or vehicles of any kind.
7. Battering rams, slugs, and breaching apparatuses that are explosive in nature. Items designed to remove a lock, such as bolt cutters, or a handheld ram designed to be operated by one person, are specifically excluded from this subdivision.

Consideration to Approve a Second Reading to Adopt Ordinance No. 1721 Adopting a Military Equipment Use Policy Governing the Use of Military Equipment Pursuant to Assembly Bill 481

Page 4 of 7

8. Firearms of .50 caliber or greater. Standard issue shotguns are specifically excluded from this subdivision.
9. Ammunition of .50 caliber or greater. Standard issue shotgun ammunition is specifically excluded from this subdivision.
10. Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code, with the exception of standard issue service weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or a state agency.
11. Any firearm or firearm accessory that is designed to launch explosive projectiles.
12. "Flashbang" grenades and explosive breaching tools, "tear gas," and "pepper balls," excluding standard, service-issued handheld pepper spray.
13. Taser Shockwave, microwave weapons, water cannons, and the Long Range Acoustic Device (LRAD).
14. The following projectile launch platforms and their associated munitions: 40 mm projectile launchers, "bean bag," rubber bullet, and specialty impact munition (SIM) weapons.
15. Any other equipment as determined by a governing body or a state agency to require additional oversight.

SFPD is currently in possession of items in Categories 10, 11, 12 and 14 from the aforementioned list. The current policy authorizes the SFPD to use the equipment that was listed in the Military Equipment Inventory (Attachment "B," Section 706.4) at time of adoption only. Future equipment identified as military equipment, but not included in the current policy will require prior City Council approval before it can be purchased or deployed by the SFPD.

The Military Equipment Use Policy and the attached 2023 Annual Military Equipment Report (as summarized below) were developed in consultation with the City Attorney's Office, who reviewed and approved the documents as to content and form prior to release on the City's website.

AB 481 Approval of the Military Equipment Use Policy (Government Code 7071).

California Government Code Section 7071(d)(1) states the following:

"The governing body shall only approve a military equipment use policy pursuant to this chapter if it determines all of the following:

- (A) *The military equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.*

Response: The items identified in the current policy and currently possessed by the SFPD are industry standard equipment that serve a unique and specific purpose. To staff's knowledge, no viable alternative equipment currently exists to achieve the respective objectives of this equipment.

Consideration to Approve a Second Reading to Adopt Ordinance No. 1721 Adopting a Military Equipment Use Policy Governing the Use of Military Equipment Pursuant to Assembly Bill 481

Page 5 of 7

(B) The current military equipment use policy will safeguard the public's welfare, safety, civil rights, and civil liberties.

Response: The military equipment in the current policy and currently possessed by the SFPD will safeguard the public's welfare, safety, and civil rights by ensuring that San Fernando Police Officers have the proper equipment to appropriately respond to violent and/or unusual incidents (e.g. active shooters) or incidents involving large and riotous/unruly crowds (e.g. civil unrest).

(C) If purchasing the equipment, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.

Response: The military equipment identified in the current policy complied with the City's purchasing policy and was cost effective at the time of purchase as it was procured through a competitive process. The SFPD is not currently seeking to purchase any additional equipment as outlined in Assembly Bill 481.

(D) Prior military equipment use complied with the military equipment use policy that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance."

Response: All prior military equipment use complied with the City's policies that were in effect at the time. Additionally, all items currently in possession of the SFPD have been approved during the associated budgetary periods commensurate with the items purchased.

AB 481 Funding, Acquisition and Use of Military Equipment (Government Code 7071).

In accordance with California Government Code Section 7071(a)(1), the adoption of a Military Equipment Use Policy by ordinance, allows the SFPD, with the approval from City Council, to do the following:

- (A) Request military equipment identified in the Policy and made available pursuant to Section 2576a of Title 10 of the United States Code.
- (B) Seek funds for military equipment identified in the Policy, including, but not limited to, applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (C) Acquire military equipment identified in the Policy, either permanently or temporarily, including by borrowing or leasing.
- (D) Collaborate with another law enforcement agency in the deployment or other use of military equipment identified in the Policy within the territorial jurisdiction of the governing body.
- (E) Use any new or existing military equipment identified in the Policy for a purpose, in a manner, or by a person not previously approved by the governing body pursuant to this chapter.
- (F) Solicit or respond to a proposal for, or enter into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of, military equipment identified in the Policy.

Consideration to Approve a Second Reading to Adopt Ordinance No. 1721 Adopting a Military Equipment Use Policy Governing the Use of Military Equipment Pursuant to Assembly Bill 481

Page 6 of 7

(G) Acquire military equipment identified in the Policy through any means not provided by this paragraph.

SFPD's 2023 Annual Military Equipment Report contains the following information:

1. A description of the SFPD's specialized firearms and ammunitions including a quantity, capabilities, and purchase cost;
2. A summary of the purpose of the equipment;
3. A description of who is authorized to use the equipment;
4. The expected life span of the equipment;
5. The annual cost to maintain the equipment;
6. Training required to use the equipment;
7. The legal and procedural rules for using the equipment; and
8. A summary of complaints or concerns about the equipment, the results of any internal audits, and information about any violations of the use policy.

As provided in the 2023 Annual Military Equipment Report:

- (1) *Complaints or Concerns:* There were no annual complaints or concerns reported on the use of the equipment in this Policy.
- (2) *Internal Audit:* The SFPD conducted an internal audit and determined that there were no violation(s) of the Policy.
- (3) *Intention to Purchase Additional Equipment:* The SFPD does not intend to purchase any equipment in 2024.

Public Notification and Review.

A Notice of Public Hearing (Attachment "D") was published in the *San Fernando Valley Sun Newspaper* and notification posted at the front entrance of City Hall on October 5, 2023. The SFPD released the 2023 Annual Military Equipment Report to the community via its webpage on December 15, 2023.

BUDGET IMPACT:

There is no budget impact associated with approval of this ordinance. Military equipment identified in the Policy is purchased through the SFPD's annual operating budget as adopted by the City Council.

Consideration to Approve a Second Reading to Adopt Ordinance No. 1721 Adopting a Military Equipment Use Policy Governing the Use of Military Equipment Pursuant to Assembly Bill 481

Page 7 of 7

CONCLUSION:

It is recommended that the City Council approve for second reading, in title only, and waive all further readings to adopt Ordinance No. 1721 (Attachment "A") titled, "An Ordinance of the City Council of the City of San Fernando, California, adopting a Military Equipment Policy (Attachment "A", Exhibit "A") governing the use of military equipment pursuant to Assembly Bill (AB) 481."

ATTACHMENTS:

- A. Ordinance No. 1721, including:
 - Exhibit A: San Fernando Police Department Military Equipment Policy
- B. Text of California Assembly Bill 481
- C. 2023 Annual Military Equipment Report
- D. Notice of Public Hearing

ORDINANCE NO. 1721

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO,
CALIFORNIA, ADOPTING A MILITARY EQUIPMENT POLICY GOVERNING
THE USE OF MILITARY EQUIPMENT PURSUANT TO ASSEMBLY BILL 481**

WHEREAS, on September 30, 2021, Governor Gavin Newsom signed into law Assembly Bill 481 (creating Government Code Section 7070, et seq.), relating to the use of military equipment by California law enforcement agencies; and

WHEREAS, AB 481 became effective January 1, 2022, and is codified at Sections 7070 through 7075 of Chapter 12.8 to Division 7 of Title 1 of the California Government Code; and

WHEREAS, AB 481 seeks to provide transparency, oversight, and an opportunity for meaningful public input on decisions regarding whether and how military equipment is funded, acquired, or used; and

WHEREAS, the term "military equipment" is defined in California Government Code Section 7070; and

WHEREAS, AB 481 requires, among other things, that a law enforcement agency obtain approval of the governing body, by an ordinance adopting a military equipment use policy that includes a description of the equipment, quantity, capabilities, expected lifespan, purposes and authorized uses, fiscal impact, legal and procedural rules governing authorized uses, required training, and mechanisms to ensure compliance with the agency's use policy, prior to taking certain actions relating to the funding, acquisition or use of military equipment, including military equipment acquired prior to January 1, 2022; and

WHEREAS, the San Fernando Police Department is in possession of certain items of equipment that qualify as "military equipment" under AB 481; and

WHEREAS, the San Fernando Police Department has prepared a proposed Military Equipment Policy, attached hereto as Exhibit "A" and incorporated herein; and

WHEREAS, pursuant to Government Code section 7071(a)(2), if seeking to continue the use of any military equipment that was acquired prior to January 1, 2022, the San Fernando Police Department was obligated to, and has met the requirement, of commencing a City Council approval process for the Military Equipment Policy no later than May 1, 2022; and

WHEREAS, the San Fernando Police Department made the proposed Military Equipment Policy available on the Police Department's website for at least 30 days prior to the first public meeting concerning the proposed Military Equipment Policy on January 16, 2024; and

WHEREAS, as required by AB 481, the City Council determines as follows:

- (a) the military equipment inventoried and presented to the City Council is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety; and
- (b) the proposed Military Equipment Policy will safeguard the public's health, welfare, safety, civil rights, and civil liberties; and
- (c) the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety; and
- (d) prior military equipment use complied with the applicable equipment use policy (which included equipment now defined as military equipment) that was in effect at the time, or if prior uses did not comply with the accompanying Military Equipment Policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance; and

WHEREAS, as further required by Government Code section 7071(a)(2), if the City Council does not approve the continuing use of military equipment, including by adoption pursuant to a Military Equipment Policy, within 180 days of submission of the proposed Military Equipment Policy to City Council, the San Fernando Police Department shall cease its use of the military equipment until it receives the approval of City Council in accordance with this Ordinance; and

WHEREAS, the Military Equipment Policy and supporting information must be approved by the governing body by ordinance, and reviewed annually; and

WHEREAS, the City Council of the City of San Fernando, having received the information required under AB 481 regarding the San Fernando Police Department's use of military equipment as defined in said law, deems it to be in the best interest of the City to approve the Military Equipment Policy as set forth herein.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Recitals. The Recitals set forth above are true and correct and incorporated into this Ordinance.

SECTION 2. Approval of Military Equipment Policy. The City Council, having received the information required under AB 481 regarding the San Fernando Police Department's use of military equipment as defined in said law, deems it to be in the best interest of the City to and hereby approves the Military Equipment Policy attached hereto as Exhibit "A." The Military Equipment Policy shall govern the approval, acquisition, use and reporting of military equipment by the San Fernando Police Department.

SECTION 3. CEQA. This Ordinance is not a project within the meaning of Section 15378 of the California Environmental Quality Act (CEQA) Guidelines because it has no potential to result in physical change in the environment, directly or indirectly. This Ordinance is also exempt under CEQA Guideline 15061(b)(3) because it can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment.

SECTION 4. Uncodified Ordinance. This Ordinance shall not be codified in the San Fernando Municipal Code unless and until the City Council so ordains.

SECTION 5. Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

SECTION 6. Effective Date. In accordance with Government Code section 36937, this ordinance shall take effect and be in force thirty (30) days from passage and adoption.

SECTION 7. Certification. The City Clerk is hereby authorized and directed to certify to the passage of this Ordinance by the City Council and shall cause it to be published or posted as required by law.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of San Fernando this 20th day of February, 2024.

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

ATTEST:

Julia Fritz, City Clerk

APPROVED AS TO FORM:

Richard A. Padilla, Assistant City Attorney

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 Ordinance No. 1721 which was introduced on the 5th day of February, 2024, and adopted by the City Council of the City of San Fernando, California at a regular meeting thereof held on the 20th day of February, 2024, 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 February, 2024.

Julia Fritz, City Clerk

Policy
706San Fernando Police Department
San Fernando PD Policy Manual

Military Equipment

706.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

706.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Department.

Military equipment – Includes but is not limited to the following:

1. Unmanned, remotely piloted, powered aerial or ground vehicles.
2. Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
3. High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
4. Tracked armored vehicles that provide ballistic protection to their occupants.
5. Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
6. Weaponized aircraft, vessels, or vehicles of any kind.
7. Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
8. Firearms of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
9. Ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
10. Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
11. Any firearm or firearm accessory that is designed to launch explosive projectiles.
12. Noise-flash diversionary devices and explosive breaching tools or munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
13. TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
14. Kinetic energy weapons and munitions.

San Fernando Police Department

San Fernando PD Policy Manual

San Fernando PD Policy Manual

Military Equipment

15. Any other equipment as determined by a governing body or a state agency to require additional oversight.

706.2 POLICY

It is the policy of the San Fernando Police Department that employees of this Department comply with the provisions of Government Code § 7071 with respect to military equipment.

706.3 MILITARY EQUIPMENT COORDINATOR

The Chief of Police should designate an employee of this Department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

- (a) Acting as liaison to the governing body for matters related to the requirements of this policy.
- (b) Identifying Department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.
- (c) Conducting an inventory of all military equipment at least annually.
- (d) Collaborating with any allied agency that may use military equipment within the jurisdiction of San Fernando Police Department (Government Code § 7071).
- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
 - 1. Publicizing the details of the meeting.
 - 2. Preparing for public questions regarding the Department's funding, acquisition, and use of equipment.
- (f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the Department website (Government Code § 7072).
- (g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

706.4 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment for the Department:

Heckler & Koch 9mm submachine guns

40mm Less Lethal Launcher

40mm Exact Impact Sponge Round

40mm Spede-heat long range Chlorobenzaldehyde Malononitrile (CS) Tear Gas Munition

40mm Ferret CS Munition

40mm Bean Bag Munition

San Fernando Police Department

San Fernando PD Policy Manual

San Fernando PD Policy Manual

Military Equipment

12 gauge Shotgun Less Lethal Bean Bag Munition

12 gauge Shotgun Ferret CS Munition

Pepperball launcher

Pepperball CS Munition

Unmanned aerial vehicle (drone)

Colt M4 Carbine Full Auto.223 Caliber Capability

For specific detail, see the following attachment: See attachment: Military Equipment Policy Final.pdf

The attachment referred to in policy section 706.4 above provides detail related to the description of each category of equipment/supply, quantity, capability, expiration date, purpose, product description, cost impact and policy reference for use. Less lethal weapon training shall be completed in compliance with policy section 304, Control Devices and Techniques. Training shall be provided by POST-certified less lethal instructors in compliance with approved POST-certified course outlines for less lethal weapons. Training for the M-4 rifle and submachine gun will be provided by POST-certified rifle and submachine gun instructors following POST-certified course outlines. All drone (unmanned aerial vehicle) operators will be certified in the Part 107 pilot course as required by the FAA.

706.5 APPROVAL

The Chief of Police or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the Department website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

- (a) Requesting military equipment made available pursuant to 10 USC § 2576a.
- (b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this Department.
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.

San Fernando Police Department

San Fernando PD Policy Manual

San Fernando PD Policy Manual

Military Equipment

- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- (g) Acquiring military equipment through any means not provided above.

It will be the practice of the Department to replace damaged equipment in order to maintain the equipment levels as specified in policy section 706.4 above. As equipment is deployed or utilized in compliance with this policy or if such equipment exhausts its useful life, the Department will replace that equipment. The Department will endeavor to maintain supplies of equipment at 50% of supply levels as established in the attachment referred to in policy section 706.4 above.

706.6 COORDINATION WITH OTHER JURISDICTIONS

Military equipment used by any employee of this Department shall be approved for use and in accordance with this Department policy. Military equipment used by other jurisdictions that are providing mutual aid to this Department or operating in a law enforcement capacity in conjunction with this Department shall comply with their respective military equipment use policies in rendering mutual aid.

706.7 ANNUAL REPORT

Upon approval of a military equipment policy, the Chief of Police or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee should also make each annual military equipment report publicly available on the Department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in Department inventory.

706.8 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment. Any complaints regarding the use of equipment or to express support for equipment use may be submitted as outlined in Policy 1009 - Personnel Complaints.

Assembly Bill No. 481

CHAPTER 406

An act to add Chapter 12.8 (commencing with Section 7070) to Division 7 of Title 1 of the Government Code, relating to military equipment.

[Approved by Governor September 30, 2021. Filed with
Secretary of State September 30, 2021.]

LEGISLATIVE COUNSEL'S DIGEST

AB 481, Chiu. Law enforcement and state agencies: military equipment: funding, acquisition, and use.

Existing law designates the Department of General Services as the agency for the State of California responsible for distribution of federal surplus personal property, excepting food commodities, and requires the department to, among other things, do all things necessary to the execution of its powers and duties as the state agency for the distribution of federal personal surplus property, excepting food commodities, in accordance with specified federal law. Existing law, the Federal Surplus Property Acquisition Law of 1945, authorizes a local agency, as defined, to acquire surplus federal property without regard to any law which requires posting of notices or advertising for bids, inviting or receiving bids, or delivery of purchases before payment, or which prevents the local agency from bidding on federal surplus property. Existing federal law authorizes the Department of Defense to transfer surplus personal property, including arms and ammunition, to federal or state agencies for use in law enforcement activities, subject to specified conditions, at no cost to the acquiring agency.

This bill would require a law enforcement agency, defined to include specified entities, to obtain approval of the applicable governing body, by adoption of a military equipment use policy, as specified, by ordinance at a regular meeting held pursuant to specified open meeting laws, prior to taking certain actions relating to the funding, acquisition, or use of military equipment, as defined. The bill would also require similar approval for the continued use of military equipment acquired prior to January 1, 2022. The bill would allow the governing body to approve the funding, acquisition, or use of military equipment within its jurisdiction only if it determines that the military equipment meets specified standards. The bill would require the governing body to annually review the ordinance and to either disapprove a renewal of the authorization for a type, as defined, of military equipment or amend the military equipment use policy if it determines, based on an annual military equipment report prepared by the law enforcement agency, as provided, that the military equipment does not comply with the above-described standards for approval. The bill would specify these provisions do not preclude a county or local municipality from implementing

additional requirements and standards related to the purchase, use, and reporting of military equipment by local law enforcement agencies.

This bill would also require a state agency, as defined, to create a military equipment use policy before engaging in certain activities, publish the policy on the agency's internet website, and provide a copy of the policy to the Governor or the Governor's designee, as specified. The bill would also require a state agency that seeks to continue use of military equipment acquired prior to January 1, 2022, to create a military equipment use policy.

This bill would also include findings that the changes proposed by this bill address a matter of statewide concern rather than a municipal affair and, therefore, apply to all cities, including charter cities.

By adding to the duties of local officials with respect to the funding, acquisition, and use of military equipment, this bill would impose a state-mandated local program.

The California Constitution requires local agencies, for the purpose of ensuring public access to the meetings of public bodies and the writings of public officials and agencies, to comply with a statutory enactment that amends or enacts laws relating to public records or open meetings and contains findings demonstrating that the enactment furthers the constitutional requirements relating to this purpose.

This bill would make legislative findings to that effect.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

The people of the State of California do enact as follows:

SECTION 1. The Legislature finds and declares all of the following:

(a) The acquisition of military equipment and its deployment in our communities adversely impacts the public's safety and welfare, including increased risk of civilian deaths, significant risks to civil rights, civil liberties, and physical and psychological well-being, and incurment of significant financial costs. Military equipment is more frequently deployed in low-income Black and Brown communities, meaning the risks and impacts of police militarization are experienced most acutely in marginalized communities.

(b) The public has a right to know about any funding, acquisition, or use of military equipment by state or local government officials, as well as a right to participate in any government agency's decision to fund, acquire, or use such equipment.

(c) Decisions regarding whether and how military equipment is funded, acquired, or used should give strong consideration to the public's welfare, safety, civil rights, and civil liberties, and should be based on meaningful public input.

(d) Legally enforceable safeguards, including transparency, oversight, and accountability measures, must be in place to protect the public's welfare, safety, civil rights, and civil liberties before military equipment is funded, acquired, or used.

(e) The lack of a public forum to discuss the acquisition of military equipment jeopardizes the relationship police have with the community, which can be undermined when law enforcement is seen as an occupying force rather than a public safety service.

SEC. 2. Chapter 12.8 (commencing with Section 7070) is added to Division 7 of Title 1 of the Government Code, to read:

CHAPTER 12.8. FUNDING, ACQUISITION, AND USE OF MILITARY
EQUIPMENT

7070. For purposes of this chapter, the following definitions shall apply:

(a) "Governing body" means the elected body that oversees a law enforcement agency or, if there is no elected body that directly oversees the law enforcement agency, the appointed body that oversees a law enforcement agency. In the case of a law enforcement agency of a county, including a sheriff's department or a district attorney's office, "governing body" means the board of supervisors of the county.

(b) "Law enforcement agency" means any of the following:

(1) A police department, including the police department of a transit agency, school district, or any campus of the University of California, the California State University, or California Community Colleges.

(2) A sheriff's department.

(3) A district attorney's office.

(4) A county probation department.

(c) "Military equipment" means the following:

(1) Unmanned, remotely piloted, powered aerial or ground vehicles.

(2) Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers. However, police versions of standard consumer vehicles are specifically excluded from this subdivision.

(3) High mobility multipurpose wheeled vehicles (HMMWV), commonly referred to as Humvees, two and one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached. However, unarmored all-terrain vehicles (ATVs) and motorized dirt bikes are specifically excluded from this subdivision.

(4) Tracked armored vehicles that provide ballistic protection to their occupants and utilize a tracked system instead of wheels for forward motion.

(5) Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.

(6) Weaponized aircraft, vessels, or vehicles of any kind.

(7) Battering rams, slugs, and breaching apparatuses that are explosive in nature. However, items designed to remove a lock, such as bolt cutters,

Ch. 406

— 4 —

or a handheld ram designed to be operated by one person, are specifically excluded from this subdivision.

(8) Firearms of .50 caliber or greater. However, standard issue shotguns are specifically excluded from this subdivision.

(9) Ammunition of .50 caliber or greater. However, standard issue shotgun ammunition is specifically excluded from this subdivision.

(10) Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code, with the exception of standard issue service weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or a state agency.

(11) Any firearm or firearm accessory that is designed to launch explosive projectiles.

(12) “Flashbang” grenades and explosive breaching tools, “tear gas,” and “pepper balls,” excluding standard, service-issued handheld pepper spray.

(13) Taser Shockwave, microwave weapons, water cannons, and the Long Range Acoustic Device (LRAD).

(14) The following projectile launch platforms and their associated munitions: 40mm projectile launchers, “bean bag,” rubber bullet, and specialty impact munition (SIM) weapons.

(15) Any other equipment as determined by a governing body or a state agency to require additional oversight.

(16) Notwithstanding paragraphs (1) through (15), “military equipment” does not include general equipment not designated as prohibited or controlled by the federal Defense Logistics Agency.

(d) “Military equipment use policy” means a publicly released, written document governing the use of military equipment by a law enforcement agency or a state agency that addresses, at a minimum, all of the following:

(1) A description of each type of military equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the military equipment.

(2) The purposes and authorized uses for which the law enforcement agency or the state agency proposes to use each type of military equipment.

(3) The fiscal impact of each type of military equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment.

(4) The legal and procedural rules that govern each authorized use.

(5) The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any officer, agent, or employee of the law enforcement agency or the state agency is allowed to use each specific type of military equipment to ensure the full protection of the public’s welfare, safety, civil rights, and civil liberties and full adherence to the military equipment use policy.

(6) The mechanisms to ensure compliance with the military equipment use policy, including which independent persons or entities have oversight

authority, and, if applicable, what legally enforceable sanctions are put in place for violations of the policy.

(7) For a law enforcement agency, the procedures by which members of the public may register complaints or concerns or submit questions about the use of each specific type of military equipment, and how the law enforcement agency will ensure that each complaint, concern, or question receives a response in a timely manner.

(e) “State agency” means the law enforcement division of every state office, officer, department, division, bureau, board, and commission or other state body or agency, except those agencies provided for in Article IV (except Section 20 thereof) or Article VI of the California Constitution.

(f) “Type” means each item that shares the same manufacturer model number.

7071. (a) (1) A law enforcement agency shall obtain approval of the governing body, by an ordinance adopting a military equipment use policy at a regular meeting of the governing body held pursuant to the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2) or the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), as applicable, prior to engaging in any of the following:

(A) Requesting military equipment made available pursuant to Section 2576a of Title 10 of the United States Code.

(B) Seeking funds for military equipment, including, but not limited to, applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

(C) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

(D) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the territorial jurisdiction of the governing body.

(E) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body pursuant to this chapter.

(F) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of, military equipment.

(G) Acquiring military equipment through any means not provided by this paragraph.

(2) No later than May 1, 2022, a law enforcement agency seeking to continue the use of any military equipment that was acquired prior to January 1, 2022, shall commence a governing body approval process in accordance with this section. If the governing body does not approve the continuing use of military equipment, including by adoption pursuant to this subdivision of a military equipment use policy submitted pursuant to subdivision (b), within 180 days of submission of the proposed military equipment use policy to the governing body, the law enforcement agency shall cease its use of

the military equipment until it receives the approval of the governing body in accordance with this section.

(b) In seeking the approval of the governing body pursuant to subdivision (a), a law enforcement agency shall submit a proposed military equipment use policy to the governing body and make those documents available on the law enforcement agency's internet website at least 30 days prior to any public hearing concerning the military equipment at issue.

(c) The governing body shall consider a proposed military equipment use policy as an agenda item for an open session of a regular meeting and provide for public comment in accordance with the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2) or the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), as applicable.

(d) (1) The governing body shall only approve a military equipment use policy pursuant to this chapter if it determines all of the following:

(A) The military equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.

(B) The proposed military equipment use policy will safeguard the public's welfare, safety, civil rights, and civil liberties.

(C) If purchasing the equipment, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.

(D) Prior military equipment use complied with the military equipment use policy that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

(2) In order to facilitate public participation, any proposed or final military equipment use policy shall be made publicly available on the internet website of the relevant law enforcement agency for as long as the military equipment is available for use.

(e) (1) The governing body shall review any ordinance that it has adopted pursuant to this section approving the funding, acquisition, or use of military equipment at least annually and, subject to paragraph (2), vote on whether to renew the ordinance at a regular meeting held pursuant to the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2) or the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), as applicable.

(2) The governing body shall determine, based on the annual military equipment report submitted pursuant to Section 7072, whether each type of military equipment identified in that report has complied with the standards for approval set forth in subdivision (d). If the governing body determines that a type of military equipment identified in that annual military equipment report has not complied with the standards for approval set forth in subdivision (d), the governing body shall either disapprove a renewal of the authorization for that type of military equipment or require modifications

to the military equipment use policy in a manner that will resolve the lack of compliance.

(f) Notwithstanding subdivisions (a) to (e), inclusive, if a city contracts with another entity for law enforcement services, the city shall have the authority to adopt a military equipment use policy based on local community needs.

7072. (a) A law enforcement agency that receives approval for a military equipment use policy pursuant to Section 7071 shall submit to the governing body an annual military equipment report for each type of military equipment approved by the governing body within one year of approval, and annually thereafter for as long as the military equipment is available for use. The law enforcement agency shall also make each annual military equipment report required by this section publicly available on its internet website for as long as the military equipment is available for use. The annual military equipment report shall, at a minimum, include the following information for the immediately preceding calendar year for each type of military equipment:

(1) A summary of how the military equipment was used and the purpose of its use.

(2) A summary of any complaints or concerns received concerning the military equipment.

(3) The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.

(4) The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.

(5) The quantity possessed for each type of military equipment.

(6) If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

(b) Within 30 days of submitting and publicly releasing an annual military equipment report pursuant to this section, the law enforcement agency shall hold at least one well-publicized and conveniently located community engagement meeting, at which the general public may discuss and ask questions regarding the annual military equipment report and the law enforcement agency's funding, acquisition, or use of military equipment.

7073. (a) A state agency shall create a military equipment use policy prior to engaging in any of the following:

(1) Requesting military equipment made available pursuant to Section 2576a of Title 10 of the United States Code.

(2) Seeking funds for military equipment, including, but not limited to, applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

(3) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

(4) Collaborating with a law enforcement agency or another state agency in the deployment or other use of military equipment within the territorial jurisdiction of the governing body.

(5) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body pursuant to this chapter.

(6) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, or to apply to receive, acquire, use, or collaborate in the use of, military equipment.

(7) Acquiring military equipment through any means not provided by this subdivision.

(b) No later than May 1, 2022, a state agency seeking to continue the use of any military equipment that was acquired prior to January 1, 2022, shall create a military equipment use policy.

(c) A state agency that is required to create a military equipment use policy pursuant to this section shall do both of the following within 180 days of completing the policy:

(1) Publish the military equipment use policy on the agency's internet website.

(2) Provide a copy of the military equipment use policy to the Governor or the Governor's designee.

7074. The Legislature finds and declares that ensuring adequate oversight of the acquisition and use of military equipment is a matter of statewide concern rather than a municipal affair as that term is used in Section 5 of Article XI of the California Constitution. Therefore, this chapter applies to all cities, including charter cities and shall supersede any inconsistent provisions in the charter of any city, county, or city and county.

7075. Nothing in this chapter shall preclude a county or local municipality from implementing additional requirements and standards related to the purchase, use, and reporting of military equipment by local law enforcement agencies.

SEC. 3. The Legislature finds and declares that Section 1 of this act, which adds Chapter 12.8 (commencing with Section 7070) to Division 7 of Title 1 of the Government Code, furthers, within the meaning of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the purposes of that constitutional section as it relates to the right of public access to the meetings of local public bodies or the writings of local public officials and local agencies. Pursuant to paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the Legislature makes the following findings:

Requiring local agencies to hold public meetings prior to the acquisition of military equipment further exposes that activity to public scrutiny and enhances public access to information concerning the conduct of the people's business.

SEC. 4. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because the only costs that may be incurred by a local agency or school district under this act would

result from a legislative mandate that is within the scope of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution.

O



2023

Annual Military Equipment Report

SAN FERNANDO POLICE DEPARTMENT

Military Equipment Use AB 481 Compliance Requirements:

- Approval of the Military Use Policy (Completed 2022, Policy 706)
- Publishing the Policy (Completed 2022)
- Annual Report (see below)

Annual Report Description:

Assembly Bill 481 requires the police department report annually on the inventory, procurement, use, and misuse of covered military equipment items. The annual report also includes a description of new military equipment for which the police department seeks City Council approval for acquisition and funding.

Per AB 481, the annual report must include the following:

- (1) A summary of how the military equipment was used and the purpose of its use.
- (2) A summary of any complaints or concerns received concerning the military equipment.
- (3) The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.
- (4) The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.
- (5) The quantity possessed for each type of military equipment.
- (6) If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

San Fernando Ordinance No. 1711 Military Equipment Policy

As required by AB 481, the San Fernando City Council reviewed this section as an ordinance to approve a military equipment use policy. The City Council's approval shall remain effective for a period of one-year, which approval may be revoked, extended, renewed, modified or amended by ordinance of the City Council. Within a year of the initial approval, and at least annually thereafter, the City Council will review this Ordinance. The City Council may, by ordinance, make amendments, modifications or revisions to the military equipment use policy adopted by the San Fernando Police Department. The ordinance must be reviewed and renewed annually.

A. The City Council has made the following determinations:

1. The military equipment inventoried and presented to the City Council is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.
2. The proposed military equipment use policy (SFPD Policy 706) will safeguard the public welfare, safety, civil rights and civil liberties (said Policy is attached hereto as Exhibit “A” and incorporated by this reference).
3. The equipment is reasonably cost-effective compared to available alternatives that can achieve the same objective of officer and civilian safety (if any).
4. Prior military equipment use complied with the applicable equipment use policy (which included equipment now defined as military equipment) that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

Equipment Usage for 2023:

The equipment was not used during training situations or in the field in 2023.

Summary of Complaints for 2023:

The Department did not receive any complaints concerning military equipment from January through December 2023.

Violations of Policy 706:

An internal review revealed no violations of Policy 706, during 2023.

Total Annual Cost for Military Equipment:

In 2023, the Department range staff spent approximately 20 hours maintaining its inventory of Colt AR-15 patrol rifles. No new or replacement equipment was required during this period. The estimated cost for the maintenance of the military equipment in the current inventory is \$2000. This includes the cost of cleaning supplies, and the staff time to conduct inspections, maintenance, and repairs on the equipment.

REPLACEMENT MILITARY EQUIPMENT INVENTORY LIST:

1. Tear Gas/Chemical Munitions (Category 12)

Description:

Chemical agent munitions, commonly called “tear gas,” are used as a non-lethal option/tool to disperse rioting subjects/barricaded suspects per San Fernando Police Department Policy and applicable law. Generally, chemical agents can be used to dislodge a suspect from a location with the least possible danger to the community, police, and suspect during high-risk tactical incidents. Chemical agents can prevent an armed suspect from accurately firing at the community and/or officers. They can also be used in limited instances during civil unrest when objectively reasonable to defend against a threat to life or serious bodily injury to any individual, including the officer, or bring a dangerous and unlawful situation safely and effectively under control.

CS (Chlorobenzylidenemalononitrile) and OC (Oleoresin Capsicum). CS is an irritating agent and lachrymator (irritates the eyes and causes tears to flow). CS has been medically tested in the UK and US, specifically by the U.S. Army. There are no known allergic reactions to CS. OC was de-regulated in California in 1996, is endorsed by the FBI, and is available to civilians to possess (2.5 oz. or less) legally. OC is an inflammatory agent that causes involuntary eye closure (open in 2-5 minutes) and respiratory inflammation (subsides in approximately 2 minutes).

Purpose:

To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for the use of the less-lethal weapon systems may include, but are not limited to:

- Self-destructive, dangerous and/or combative individuals.
- Riot/crowd control and civil unrest incidents.
- Circumstances where a tactical advantage can be obtained.
- Vicious animals.
- Training exercises or approved demonstrations.
- Non-lethal force.

Authorized Use:

Only officers who have received POST certification or manufacturer-specific training in the use of chemical agents are authorized to use chemical agents and, in a manner, consistent with the Department Policy and Training.

Expected Lifespan:

All munitions lifespan is 5 years from the date of manufacture.

Fiscal Impact:

Initial cost of \$1500 per munition category. The fiscal impact of the chemical munitions is between \$0 – \$2000 annually, depending on usage.

Training:

Officers utilizing chemical agents must be certified by a chemical agent instructor. Additionally, officers will receive ongoing in-service training.

Legal and Procedural Rules:

Use is established in the Department Manual (Use of Force and Chemical Agents). It is the policy of the Department to utilize chemical agents only for official law enforcement purposes, and according to State and Federal law, including those regarding the use of force.

Total Purchase Cost:

a. CS Direct Impact 40mm Munition (50)

i. Acquisition Cost: \$1,550

ii. Estimated Annual Cost: \$0-\$1,550

iii. Actual Annual Operating Cost: \$0

b. CS Spede-Heat Long Range 40mm Munitions (40)

i. Acquisition Cost: \$885

ii. Estimated Annual Cost: 0-\$885

iii. Actual Annual Operating Cost: \$0

c. CS Ferret 40mm Munitions (20)

i. Acquisition Cost: \$400

ii. Estimated Annual Cost: \$0-\$400

iii. Actual Annual Operating Cost: \$0

d. CS Muzzle Blast 40mm Munitions (10)

i. Acquisition Cost: \$270

ii. Estimated Annual Cost: \$0-\$270

iii. Actual Annual Operating Cost: \$0

e. CS Liquid Ferret 12 Gauge (100)

i. Acquisition Cost: \$600

ii. Estimated Annual Cost: \$0-\$600

iii. Actual Annual Operating Cost: \$0

f. OC Liquid Ferret 12 Gauge (100)

i. Acquisition Cost: \$600

ii. Estimated Annual Cost: \$0-\$600

iii. Actual Annual Operating Cost: \$0

g. CS Stinger Grenades (20)

i. Acquisition Cost: \$810

ii. Estimated Annual Cost: \$0-\$810

iii. Actual Annual Operating Cost: \$0

2. PepperBall Launcher and Projectiles

Description:

PepperBall Variable Kinetic System Carbine Launcher, further described as a device that uses high pressure air to deliver PAVA powder projectiles (like a paint ball delivery

system Capabilities: System capable of launching projectiles at a subject up to 60 feet. System capable of area saturation up to 150 feet. Non-lethal option to offer law enforcement officers to deliver chemical agents and kinetic energy impacts to subjects in a potentially violent encounter. De-Escalation tool used to avoid further injuries or lethal options on a subject. IV. Purchase Cost: \$899.00 each b) Authorized Use: Only assigned operators who have completed the required training shall be permitted to operate the PepperBall Variable Kinetic System Carbine Launcher. d) Expected Life Span: No expiration. e) Fiscal Impact: No fiscal impact other than initial purchase.

Purpose:

This Department is committed to reducing the potential for violent confrontations. Kinetic energy projectiles, when used properly, are less likely to result in death or serious physical injury and can be used to de-escalate a potentially deadly situation. Refer to Use of Force policy (Policy 304.7.2).

Authorized Use:

Only officers who have received POST certification or manufacturer-specific training in the use of chemical agents are authorized to use chemical agents and, in a manner, consistent with the Department Policy and Training.

Expected Lifespan:

All munitions lifespan is 5 years from the date of manufacture.

Fiscal Impact:

Initial cost of \$1500 per munition category. The fiscal impact of the chemical munitions is between \$0 – \$2000 annually, depending on usage.

Training:

Officers utilizing chemical agents must be certified by a chemical agent instructor. Additionally, officers will receive ongoing in-service training.

Legal and Procedural Rules:

Use is established in the Department Manual (Use of Force and Chemical Agents). It is the policy of the Department to utilize chemical agents only for official law enforcement purposes, and according to State and Federal law, including those regarding the use of force.

The Police Department possesses the following pepperball launcher equipment:

a. PepperBall Launcher (6)

- i. Acquisition Cost: \$7,500
- ii. Estimated Annual Cost: \$0-\$2,000
- iii. Actual Annual Operating Cost: \$0

b. PepperBall Live Projectile (3,000)

- i. Acquisition Cost: \$6,824
- ii. Estimated Annual Cost: \$0-\$6,824
- iii. Actual Annual Operating Cost: \$0

3. Projectile Launcher Platforms and Associated Munitions

Description:

Defensive Technology 40mm Single Shot Launcher (model 1327), further described as a Less-Lethal system, not a firearm, that uses smokeless powder to deliver 40mm projectiles from a safe distance.

Purpose:

This Department is committed to reducing the potential for violent confrontations. Kinetic energy projectiles, when used properly, are less likely to result in death or serious physical injury and can be used to de-escalate a potentially deadly situation. Refer to Use of Force policy (Policy 300) and Kinetic Energy Projectile Devices policy (Policy 304.9).

Authorized Use:

Only Department personnel who have successfully completed a Department-approved training course in the proper use and deployment of Kinetic Energy Weapons are authorized to deploy them during operations.

Expected Lifespan:

No expiration

Fiscal Impact:

No fiscal impact other than initial purchase of launchers.

Training:

Officers utilizing kinetic energy projectiles must be certified by a kinetic energy weapon instructor. Additionally, officers will receive ongoing in-service training.

Legal and Procedural Rules:

Use is established in the Department Manual (Use of Force and Chemical Agents). It is the policy of the Department to utilize kinetic energy projectiles only for official law enforcement purposes, and according to State and Federal law, including those regarding the use of force.

The Police Department possesses the following projectile launcher equipment:

a. Tactical 40mm Single Shot Launcher (8)

- i. Acquisition Cost: \$10,000
- ii. Estimated Annual Cost: \$0-\$2,000
- iii. Actual Annual Operating Cost: \$0

b. Multiple Shot 4mm Tactical 4-Shot Launcher (2)

- i. Acquisition Cost: \$4,000
- ii. Estimated Annual Cost: \$0-\$2,000
- iii. Actual Annual Operating Cost: \$0

c. Bean Bag Shotgun (8)

- i. Acquisition Cost: \$8,000
- ii. Estimated Annual Cost: \$0-\$1,000
- iii. Actual Annual Operating Cost: \$0

d. Exact Impact 4mm Sponge Munition (250)

- i. Acquisition Cost: \$4,800
- ii. Estimated Annual Cost: \$0-\$4,800
- iii. Actual Annual Operating Cost: \$0

e. Bean Bag 4mm Munition (80)

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

Although deployed as an option during certain occasions, none of the aforementioned equipment was actually used during the period of January 2023 through December 14, 2023. The Police Department is providing this disclosure pursuant to the requirements of AB 481. In addition, the Police Department has not received any complaints or concerns about the aforementioned equipment. Nor does the Police Department foresee the acquisition of any additional military equipment at this time.

BUDGET IMPACT:

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

CONCLUSION:

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

Your Return Mailing Address

Name: **San Fernando Sun**Address: **1150 San Fernando Road, Suite 100**City: **San Fernando** State **CA** Zip Code: **91340****Proof of Publication –**

(2015.5 C.C.P.)

**STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

The undersigned says:

I am a citizen of the United States, and a resident of the county aforesaid; I am over the age of eighteen years; and I am not a party to or interested in the notice published. I am the chief legal advertising clerk of the publisher of the

San Fernando Valley Sun

a newspaper of general circulation, printed and published weekly in the San Fernando Valley, in the County of Los Angeles, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Los Angeles, State of California,

Under the date of 8-16, 1945

Case Number 503894

that the notice, of which the annexed is a printed copy has been published in each regular and entire issue of said newspaper and not in any supplement There of on the following dates, to-wit:

10/5/2023

all in the year 2023. I certify (or declare) under penalty of perjury that the foregoing is true and correct. Dated at San Fernando California, on this 5th day of **October, 2023**

Signature,



Erica Ramos
SAN FERNANDO VALLEY SUN
1150 SAN FERNANDO ROAD, SUITE 100
SAN FERNANDO, CA 91340

NOTICE OF PUBLIC HEARING

CITY OF SAN FERNANDO CITY COUNCIL TO CONSIDER APPROVING THE ADOPTION OF AN ORDINANCE APPROVING A MILITARY USE EQUIPMENT POLICY, AS REQUIRED BY ASSEMBLY BILL 481 (AB 481)

NOTICE IS HEREBY GIVEN that the City Council of the City of San Fernando will hold a Public Hearing for the consideration and a first reading to adopt an ordinance to approve a Military Use Equipment Policy ("Policy") as required by Assembly Bill 481 ("AB 481").

DATE & TIME HEARING: November 6, 2023, 6:00 P.M., or as soon thereafter as possible

HEARING LOCATION: City Hall Council Chambers, 117 Macneil Street, San Fernando

PROPOSAL: The City Council of the City of San Fernando will conduct a public hearing on Monday, November 6, 2023, at 6:00 p.m. to consider adopting an ordinance approving the Military Use Equipment Policy as required by AB 481. AB 481 was signed into law on September 30, 2021, and requires law enforcement agencies, including San Fernando Police Department, to adopt a Policy in order to take actions relating to the funding, acquisition, or use of military equipment as that term is defined by state law. The City's proposed Policy is available for review at: <https://ci.san-fernando.ca.us/police/military-equipment>.

In order to approve the Policy, the City Council must find that the military equipment identified in the Policy is necessary; will safeguard the public's welfare, safety, civil rights and civil liberties; and that any purchases of military equipment is reasonably cost effective. If adopted, the Policy will be reviewed annually by City Council, and an annual military equipment report will be prepared for and reviewed by City Council. The City Council staff report and other information will be available on Friday, November 3, 2023 before 12 p.m., and will be posted on the City's website <https://ci.san-fernando.ca.us/city-council/agenda-minutes-audio>. If you have any questions, please contact Peter Aguirre, Acting Police Lieutenant, at paguirre@sfcity.org or call (818) 898-1200. The City of San Fernando strongly encourages your participation. Interested members of the public may provide comments regarding the proposed Military Equipment Policy during the public hearing on this matter. Additionally, public comments may be submitted via email to cityclerk@sfcity.org, or mailed to City Clerk Office, 117 N Macneil Street, San Fernando, CA 91340 and received by the date and close of the public hearing.

Date this 5th day of October, 2023

City of San Fernando, California

/s/Julia Fritz, City Clerk

Publish: 10/5/2023

L13397

*This Page
Intentionally
Left Blank*

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Fabian Valdez, Police Chief

Date: February 20, 2024

Subject: Consideration to Approve an Amendment to the Contract Services Agreement with Omnigo Software Information Technologies, LLC for Hosted Computer Aided Dispatch, Records Management Software, Mobile Services, and Auto-Tagging

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a First Amendment to the Contract Services Agreement with Omnigo Software Information Technologies, LLC (Attachment "A" – Contract No. 1903(a)) to increase the not-to-exceed amount by \$2,000 from \$24,792 to \$26,792 for Hosted Computer Aided Dispatch (CAD), Records Management Software (RMS), Mobile Services, and Auto-Tagging for the remaining term of the current agreement;
- b. Authorize the City Manager to increase the contract services agreement for CAD, RMS, Mobile Services, and Auto-Tagging, as needed, in an amount not to exceed the approved budget authority; and
- c. Authorize the City Manager to make non-substantive changes and execute all related agreements.

BACKGROUND:

1. On January 8, 2019, the City entered into an agreement with Omnigo Software Technologies, LLC for Computer Aided Dispatch (CAD), Records Management Software (RMS) and mobile Services.
2. In May 2022, the Police Department purchased fifty-one (51) Axon Body Worn Cameras, which require auto-tagging software to efficiently label recorded events captured by the BWC's to incident identifiers generated in our CAD system.

Consideration to Approve an Amendment to the Contract Services Agreement with Omnigo Software Information Technologies, LLC for Hosted Computer Aided Dispatch, Records Management Software, Mobile Services, and Auto-Tagging

Page 2 of 3

3. The addition of services to facilitate auto tagging increases the approved contract amount by \$2,000 for the remainder of the agreement (Attachment "B").

ANALYSIS:

CAD/RMS auto tagging is a technology that automatically adds metadata to pieces of evidence and information within a law enforcement agency's Computer-Aided Dispatch (CAD) and Records Management System (RMS). This metadata typically includes details such as agency name, evidence ID, date and time of recording, and officer name and/or badge ID.

The importance of CAD/RMS auto tagging in policing lies in its ability to streamline and improve the accuracy of the evidence management process. By automating the tagging of critical information, this technology reduces the need for manual data entry by officers, which can be time-consuming and prone to errors.

Furthermore, CAD/RMS auto tagging ensures that all evidence is properly labeled and identified, making it easier for law enforcement agencies to retrieve and utilize this information in investigations and legal proceedings. Overall, CAD/RMS auto tagging plays a crucial role in enhancing the efficiency and effectiveness of policing operations.

Omnigo Software Technologies, LLC (Omnigo) specializes in providing software solutions for public safety, security, and law enforcement agencies. They offer various software and hardware products for incident reporting and cataloging, case management, dispatching, and digital filing of police-related incidents.

On October 26, 2018, the Police Department received a proposed Scope of Services from Omnigo for hosted services, including CAD, RMS, and mobile services. Since the proposal amount was less than \$25,000, a contract with Omnigo (Contract No. 1903) was administratively awarded in January 2019 for a term of five years. Omnigo's agreement, however, did not commence until July 1, 2019 with the official notice to proceed and the current contract is set to conclude on June 30, 2024. The Police Department is currently exploring the future of its CAD, RMS, and mobile services with plans to return to City Council prior to contract expiration.

The Police Department currently uses fifty-one (51) Axon Body Worn Cameras (BWCs) and eleven (11) in-car cameras. Both camera systems are auto tagging capable, which adds critical metadata such as agency name, evidence ID, date and time of recording, and officer name and/or badge ID to evidence and information from the Department's CAD and RMS in evidence.com. In order to implement the auto-tagging feature, the system requires integration with our current Omnigo system so that information can be extracted twice per day and sent to our digitally recorded evidence allowing for the auto tagging to be completed (Attachment "C").

Consideration to Approve an Amendment to the Contract Services Agreement with Omnigo Software Information Technologies, LLC for Hosted Computer Aided Dispatch, Records Management Software, Mobile Services, and Auto-Tagging

Page 3 of 3

Without Auto-Tagging, officers are required to manually tag identifying CAD information to recorded evidence, thus increasing the risk incorrect or missing identifying information due to human error. Auto Tagging automates this process, reducing human error and ensuring complete and accurate information.

BUDGET IMPACT:

Sufficient funding is included in the Fiscal Year 2023-2024 Budget to cover the cost of auto-tagging services. Funding for subsequent years will be included in future budgets.

CONCLUSION:

Staff recommends that the City Council approve the Contract Services Amendment with Omnigo Software Technologies, LLC to increase the not-to-exceed contract amount to \$26,792.

ATTACHMENTS:

- A. Contract No. 1903(a)
- B. Omnigo Invoice for Auto Tagging
- C. Axon Auto-Tagging Overview



FIRST AMENDMENT CONTRACT SERVICES AGREEMENT

Omnigo Software Information Technologies, LLC

Hosted Services – CAD, RMS, and Mobile

THIS FIRST AMENDMENT (hereinafter, "First Amendment") to that certain agreement entitled "Contract Services Agreement – Hosted Services – CAD, RMS, and Mobile" Contract No. 1903 dated January 8, 2019 (hereinafter, "Master Agreement"), is hereby made and entered into this 20th day, of February, 2024 (hereinafter, "Effective Date") by and between CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and OMNIGO SOFTWARE INFORMATION TECHNOLOGIES, LLC, a limited liability company (hereinafter, "CONSULTANT"). For purposes of this First 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.

RECITALS

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

WHEREAS, exaction of the Master Agreement was executed by the Parties on January 8, 2019; and

WHEREAS, the Parties now wish to modify the Master Agreement by increasing compensation Not-To-Exceed \$26,792 as a result of the addition of auto tagging technology to the hosted services provided; and

WHEREAS, the capitalized term "Contract" shall refer to the Master Agreement as amended by way of this First Amendment; and

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

SECTION 1. The Not-To-Exceed Sum set forth under Section 1.6 of the Master Agreement shall not exceed the budgeted aggregate sum of \$26,792.

SECTION 2. Except as otherwise set forth in this First Amendment, the Master Agreement shall remain binding, controlling, and in full force and effect. Section 1.3 of the Master Agreement notwithstanding, this First Amendment, together with the Master Agreement, shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents (Entire Agreement). In the event of a

conflict or inconsistency between the provisions of this First Amendment, including any and all attachments to this First Amendment and the provisions of the Master Agreement, including all exhibits attached to the Master Agreement, the provisions of the First Amendment and its attachments shall govern and control but only to the extent of the conflict and no further.

SECTION 3. The provisions of this First Amendment shall be deemed a part of the Master Agreement and except, as otherwise provided under this First Amendment, the Master Agreement and all provisions contained therein shall remain binding and enforceable.

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

CITY OF SAN FERNANDO

**OMNIGO SOFTWARE INFORMATION
TECHNOLOGIES, LLC:**

By: _____
Nick Kimball, City Manager

By: _____

Date: _____

Name: _____

Title: _____

APPROVED AS TO FORM

Date: _____

By: _____
Richard Padilla, Assistant City Attorney

Date: _____



Omnigo Software, LLC
Phone 800-814-4843
www.omnigo.com

Invoice: I-OS015274
Invoice Date: 05/22/2023
Due Date: 06/21/2023

FEIN/TIN: 43-1507250

Bill To

San Fernando Police Department
910 First St.
San Fernando CA 91340
United States

Ship To

San Fernando Police Department (CA)
910 First St.
San Fernando CA 91340
United States

Client ID: 1008500		PO #:		Quote #: Q-26105	
Product Description	Start Date	End Date	Cost	Qty	Amount
CAD - Axon	07/01/2023	06/30/2024	\$1,906.94	1	\$1,906.94

Please pay promptly. Invoices not paid by the due date may cause an interruption in service.

Refer all questions to:

Accounts Receivable
800-814-4843 Ext. 304
AR@omnigo.com

Please reference invoice # I-OS015274 on your payment.
Thank you for your business.

Subtotal	USD \$1,906.94
* Sales Tax	\$0.00
Ship & Hand.	
Total Invoice	\$1,906.94
Payment Rcvd.	\$0.00
Total Due \$	USD \$1,906.94

Remit To:

Omnigo Software
PO Box 734008
Chicago, IL 60673-4008

ACH/Wire Bank Information:

JP Morgan Chase Bank
7100 S 76th Street Franklin, WI 53132
Phone: 414-529-6201
Routing Number: 075000019
Account Number: 724099684
Swift Code (BIC): CHASUS33



Auto-Tagging Overview

Last Modified - August 24, 2023

Axon Auto-Tagging takes information from your Computer-Aided Dispatch and/or Records Management System and tags it to your evidence in Evidence.com. By automating the addition of critical metadata to evidence, Auto-Tagging can provide incredible efficiency gains to an agency and ensure that justice will not be undermined by a typographical error. It reduces prematurely deleting evidence and being unable to find the proper evidence which can undermine an otherwise flawless investigation and prosecution.



FAQ

Why is Auto-Tagging valuable?

When officers manually tag videos with metadata, many videos are either tagged with the incorrect information, or aren't tagged at all. Auto-Tagging automates this process and removes human error to ensure that you have complete and correct information.

How long does it take to manually tag videos?

Manually tagging a video takes up to 3 minutes. If officers record 5 videos per shift and work 16 shifts per month, then each officer spends 4 hours per month entering metadata. Some agencies estimate that an automated process could help reduce each officer's productivity costs by \$200 per month.

What metadata can an agency add via Auto-Tagging?

Axon tags the following fields via Auto-Tagging:

AXON, Axon Body, Axon Body 2, Axon Body 3, Axon Capture, Axon Dock, Axon Flex, Axon Flex 2, Axon Evidence, Axon View, Axon Records, Evidence Sync, and TASER are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information, visit www.axon.com/legal. All rights reserved. ©2023 Axon Enterprise, Inc.

- ID
- Title
- Retention Category
- Tags
- Location

Axon can't currently tag custom metadata fields. The Auto-Tagging service may add both multiple retention categories and multiple tags to a piece of evidence.

Which evidence files does Auto-Tagging automatically add metadata?

Axon can apply metadata to video, audio, and images from the following evidence sources:

- BWC
- Flex
- Fleet
- Capture
- Air
- Upload XT v2
- Evidence.com uploads
- Community request individual invite
- Partner API uploads

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

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

Date: February 20, 2024

Subject: Consideration to Adopt a Resolution Amending the Fiscal Year 2023-2024 Budget to Appropriate Funds for the March 5, 2024 City Special Municipal Election to Fill an Unscheduled Councilmember Vacancy

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 8286 (Attachment "A") amending the budget for Fiscal Year (FY) 2023-2024 to appropriate funds of \$65,000 to cover the cost for the March 5, 2024 City of Fernando Special Municipal Election to fill an unscheduled Councilmember vacancy.

BACKGROUND:

1. On November 3, 2020, Cindy Montañez was elected in the City's General Municipal Election to serve as Councilmember for the full 4-year term of office and would expire with the November 5, 2024, regularly scheduled City General Municipal Election.
2. On October 21, 2023, a City Council unscheduled vacancy was created with the passing of Councilmember Cindy Montañez.
3. On November 6, 2023, the City Council adopted Resolution Nos. 8266, 8267 and 8268 (Attachment "B") calling for and giving notice of holding a Special Municipal Election on March 5, 2024, requesting to consolidate the Election with the Statewide General Election, requesting the County of Los Angeles Board of Supervisors to authorize the Los Angeles County Elections Official to perform election services, and adopting regulations and materials pertaining to Candidate Statements.

ANALYSIS:

The City of San Fernando is a General Law City and the California Government Code sets basic parameters and deadlines for filling a City Council vacancy, as outlined in Attachment "C". Government Code (GC) Section 36512 governs the process for filling the vacancy in an elective office and states that a City Council must, within 60 days from the date of the vacancy, either fill the vacancy by appointment or call a special election to fill the vacancy.

Consideration to Adopt a Resolution Amending Fiscal Year 2023-2024 Budget to Appropriate Funds for the March 5, 2024 City Special Municipal Election to Fill an Unscheduled Councilmember Vacancy

Page 2 of 2

The effective date of the existing unscheduled vacancy occurred on October 21, 2023. On November 6, 2023, the City Council elected to fill the vacancy through a Special Election to be consolidated with the March 5, 2024 Statewide Presidential Primary Election. According to the Los Angeles County Registrar/Recorder's Office calculator estimation tool (Attachment "D"), the estimated cost to hold a consolidated Special Election on March 5, 2024 is approximately \$65,000.

BUDGET IMPACT:

The Fiscal Year 2023-2024 Adopted Budget did not appropriate funds associated with holding a special election. A budget resolution is being recommended to appropriate the requested amount of \$65,000 from the General Fund Reserve Balance. The unallocated General Fund Reserve Balance is \$10,282,878. Any unspent funds will be returned to the General Fund Reserve.

The City's next scheduled regular City General Municipal Election is scheduled for November 2024. Funds will be recommended accordingly through the Fiscal Year 2024-2025 Proposed Budget.

CONCLUSION:

It is recommended that the City Council adopt Resolution No. 8286 (Attachment "A") amending the budget for Fiscal Year 2023-2024 to appropriate funds in the amount of \$65,000 towards the March 5, 2024 City Special Municipal Election to fill the unscheduled Councilmember vacancy through November 2024.

ATTACHMENTS:

- A. Resolution No. 8286
- B. Resolution Nos. 8266, 8267, 8268
- C. Government Code Section 36512
- D. LA County Cost Estimation – Consolidated Special Election on March 5, 2024

RESOLUTION NO. 8286

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING THE BUDGET FOR THE FISCAL YEAR 2023-2024 ADOPTED ON JUNE 20, 2023, TO COVER COSTS RELATED TO THE MARCH 5, 2024 CITY OF FERNANDO SPECIAL MUNICIPAL ELECTION TO FILL AN UNSCHEDULED COUNCILMEMBER VACANCY

WHEREAS, the City of Council has received and considered the proposed adjustment to the budget for Fiscal Year 2023-2024, commencing July 1, 2023, and ending June 30, 2024; and

WHEREAS, the City Council has determined that it is necessary to amend the revenues and expenditures of the current City budget to cover costs related to calling for and giving notice of holding a Special Municipal Election on March 5, 2024, requesting to consolidate the Election with the Statewide General Election, requesting the County of Los Angeles Board of Supervisors to authorize the Los Angeles County Elections Official to perform election services, and adopting regulations and materials pertaining to Candidate Statements to fill an unscheduled Councilmember vacancy, as further described in the Agenda Report and its attachments (the "Report"), dated February 20, 2024; and

WHEREAS, an annual budget for the City of San Fernando for the Fiscal Year beginning July 1, 2023 and ending June 30, 2024, a copy of which is on file in the City Clerk's Office, has been adopted on June 20, 2023.

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

SECTION 1. The following adjustment is made to the City Budget:

Increase in Expenditures	
001-116-0000-4260	65,000

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

PASSED, APPROVED, AND ADOPTED THIS 20th day of February, 2024.

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. 8286, 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 20th day of February, 2024, 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 February, 2024.

Julia Fritz, City Clerk

RESOLUTION NO. 8266

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO CONSOLIDATE A SPECIAL MUNICIPAL ELECTION TO BE HELD ON, MARCH 5, 2024, WITH THE STATEWIDE PRESIDENTIAL PRIMARY ELECTION

WHEREAS, the City Council of the City of San Fernando will hold a Special Municipal Election to be held on March 5, 2024, for the purpose of the election of one (1) Member of the City Council to fill the balance of the unscheduled vacancy due to the passing of Councilmember Cindy Montañez that occurred on October 21, 2024, and would expire at the next regular City Election in November 2024.

WHEREAS, it is desirable that the Special Municipal Election be consolidated with the Statewide Presidential Primary Election to be held on the same date and that within the City the precincts, polling places and election an officer be the same, and that the Los Angeles County Registrar-Recorder/County Clerk ("County Registrar") canvass the returns of the Special Municipal Election and that the election be held in all respects as if there were only one election; and

WHEREAS, Elections Code Section 10002 authorizes the City to request by resolution that the Board of Supervisors of Los Angeles County authorize the County Registrar to conduct specified election services.

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

SECTION 1. Pursuant to the requirements of Section 10403 of the Elections Code, the Board of Supervisors of the County of Los Angeles is hereby requested to consent and agree to the consolidation of a Special Municipal Election with the Statewide Presidential Primary Election on Tuesday, March 5, 2024, for the purpose of the election of one (1) Member of the City Council to fill the balance of an unscheduled vacancy due to the passing of Councilmember Cindy Montañez that occurred on October 21, 2024, to the next regular City Election in November 2024.

SECTION 2. The City Council requests the Board of Supervisors of the County of Los Angeles to direct the Registrar-Recorder/County Clerk to administer, manage and perform all necessary functions, services and tasks related to the complete and successful conduct of the consolidated election; including the provision of all election materials and equipment; the hiring, training and supervision of election workers and other election personnel; the printing and distribution of ballot materials; the translation of ballot materials in the required

languages for the City of San Fernando; the collection of submitted ballots; the tallying of votes; and canvassing and certification of election results. The election will be held in all respects as if there were only one election and only one form of ballot will be used. The election will be held and conducted in accordance with the provisions of law regulating the statewide or special election.

SECTION 3. The Board of Supervisors is requested to consent and agree to the consolidation of the City of San Fernando's Special Municipal Election with the Statewide Presidential Primary Election to be held on March 5, 2024, and that the County of Los Angeles take any and all steps necessary for the holding of the consolidated election.


SECTION 4. The City of San Fernando recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for these costs.

SECTION 5. The candidate nomination and filing process shall occur in the City of San Fernando for convenience of residents between the dates of November 13, 2023, and December 8, 2023 and shall be conducted by the City Clerk with the support of the County Registrar.

SECTION 6. The City Clerk is hereby directed to file a certified copy of this resolution with the Board of Supervisors of the County of Los Angeles and the County Registrar.

SECTION 7. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED, AND ADOPTED THIS 6th day of November, 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. 8266 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 6th day of November, 2023, by the following vote of the City Council:

AYES: Fajardo, Mendoza, Rodriguez - 3

NAYS: Solorio - 1

ABSENT: None

ABSTAINED: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this 7th day of November, 2023.



Julia Fritz, City Clerk

RESOLUTION NO. 8267

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO,
CALIFORNIA, CALLING FOR THE HOLDING OF A SPECIAL MUNICIPAL
ELECTION TO BE HELD ON TUESDAY, MARCH 5, 2024, FOR THE ELECTION
OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS
OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES**

WHEREAS, under the provisions of the laws relating to General Law Cities in the State of California, a Special Municipal Election shall be held on, March 5, 2024, for the election of a Councilmember to fill an unscheduled vacancy which was created on October 21, 2023 by the passing of Councilmember Cindy Montañez, for the balance of her term of office ending November 2024.

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

SECTION 1. Pursuant to the requirements of the laws of the State of California relating to General Law Cities, there is called and ordered to be held in the City of San Fernando, California, on Tuesday, March 5, 2024, a Special Municipal Election for the purpose of electing one (1) Councilmember to fill an unscheduled vacancy which was created on October 21, 2023 by the passing of Councilmember Cindy Montañez, with a term expiration of November 2024.

SECTION 2. The ballots to be used at the special election shall be in form and content as required by law.

SECTION 3. The City Clerk is authorized, instructed and directed to coordinate with the County of Registrar-Recorder/County Clerk ("County Registrar") to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

SECTION 4. The polls/vote centers, operated by the County Registrar, for the election shall be open as required during the identified voting period pursuant to Section 4007 and 14401 of the Elections Code of the State of California.

SECTION 5. In all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.


SECTION 6. Notice of the time and place of holding the special election is given and the City Clerk and County Registrar are authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

RES. NO. 8267

SECTION 7. The City Council authorizes the City Clerk to administer said special election and all reasonable and actual election expenses shall be paid by the City upon presentation of a properly submitted bill.

SECTION 8. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED, AND ADOPTED THIS 6th day of November, 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. 8267 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 6th day of November, 2023, by the following vote of the City Council:

AYES: Fajardo, Mendoza, Rodriguez - 3

NAYS: Solorio - 1

ABSENT: None

ABSTAINED: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this 7th day of November, 2023.



Julia Fritz, City Clerk

RESOLUTION NO. 8268

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO,
CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE
OFFICE PERTAINING TO CANDIDATE STATEMENTS SUBMITTED TO THE
VOTERS AT A SPECIAL ELECTION TO BE HELD ON TUESDAY,
MARCH 5, 2024**

WHEREAS, Section 13307 of the Elections Code of the State of California provides that the governing body of any local agency adopt regulations pertaining to materials prepared by any candidate for a municipal election, including costs of the Candidate Statement.

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

SECTION 1. GENERAL PROVISIONS. Pursuant to Section 13307 of the Elections Code of the State of California, each candidate for elective office to be voted for at a Special Election to be held in the City of San Fernando on March 5, 2024, may prepare a Candidate Statement on an appropriate form provided by the City Clerk. The statement may include the name, age and occupation of the candidate and a brief description of no more than 200 words of the candidate's education and qualifications expressed by the candidate himself or herself. The statement shall not include party affiliation of the candidate, nor membership or activity in partisan political organizations. The statement shall be filed in typewritten form in the office of the City Clerk at the time the candidate's nomination papers are filed. The statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:00 p.m. of the next working day after the close of the nomination period.

SECTION 2. Pursuant to Section 13307(c) of the California Elections Code, the governing body of the City of San Fernando authorizes the preparation of candidate statements for nonpartisan elective office for the purpose of electronic distribution. Candidates will prepare statements for electronic distribution pursuant to Section 13307(a) of the Elections Code. Pursuant to Section 13307.7(a) of the Elections Code, candidates shall provide payment of the requisite fee to cover the duties and procedures set forth in Sections 13307(b) and (d) of the Elections Code.

SECTION 3. FOREIGN LANGUAGE POLICY. Pursuant to the Federal Voting Rights Act, the Candidate Statement shall be translated into all languages required by the County of Los Angeles. The Los Angeles County Registrar-Recorder/County Clerk ("County Registrar"), will print and mail the voters' pamphlet and candidate statements in all the required languages. Pursuant to State law, the candidates' statements must be translated and printed in the voters' pamphlet in any language at the candidates' request. The candidates will be required to pay for the actual cost of translating and printing their candidates' statements into any required foreign language pursuant to Federal and/or State Law, as specified, and into any other foreign language requested by the candidate.

SECTION 4. PAYMENT. The City Clerk shall work with the County Registrar to estimate the total cost of printing, handling, translating, and mailing the Candidate Statements filed, including the costs incurred as a result of complying with the Voting Rights Act of 1965, as amended, and require each candidate filing a statement to pay in advance to the City of San Fernando his or her estimated pro rata share as a condition of having his or her statement included in the voters' pamphlet. The estimate is just an approximation of the actual cost that varies from one election to another election and may be significantly more or less than the estimate, depending on the actual number of candidates filing statements. Accordingly, the City Clerk is not bound by the estimate and may, on a pro rata basis, bill the candidate for additional actual expense or refund any excess paid depending on the final actual cost. In the event of underpayment, the City Clerk may require the candidate to pay the balance of the cost incurred. In the event of overpayment, the City Clerk shall prorate the excess amount among the candidates and refund the excess amount paid within 30 days of the election.

SECTION 5. MISCELLANEOUS. Translations shall be provided by professionally certified translators and the City Clerk and County Registrar shall comply with all recommendations and standards set forth by the California Secretary of State regarding occupational designations and other matters relating to elections.

SECTION 6. ADDITIONAL MATERIALS. No candidate will be permitted to include additional materials in the Official Sample Ballot Booklet/Voter Information Guide.


SECTION 7. The City Clerk shall provide each candidate or the candidate's representative a copy of this Resolution at the time nominating petitions are issued.

SECTION 8. All previous resolutions establishing City Council policy on payment for Candidate Statements are repealed.

SECTION 9. This resolution shall apply only to the special election to be held on March 5, 2024, and shall then be repealed.

SECTION 10. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED, AND ADOPTED THIS 6th day of November, 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. 8268 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 6th day of November, 2023, by the following vote of the City Council:

AYES: Fajardo, Mendoza, Rodriguez - 3

NAYS: Solorio - 1

ABSENT: None

ABSTAINED: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this 7th day of November, 2023.



Julia Fritz, City Clerk

**State of California****GOVERNMENT CODE****Section 36512**

36512. (a) If a vacancy occurs in an appointive office provided for in this chapter, the council shall fill the vacancy by appointment. A person appointed to fill a vacancy holds office for the unexpired term of the former incumbent.

(b) If a vacancy occurs in an elective office provided for in this chapter, the council shall, within 60 days from the commencement of the vacancy, either fill the vacancy by appointment or call a special election to fill the vacancy.

(1) If the council calls a special election, the special election shall be held on the next regularly established election date not less than 114 days from the call of the special election. A person elected to fill a vacancy holds office for the unexpired term of the former incumbent.

(2) If the council fills the vacancy by appointment, the person appointed to fill the vacancy shall hold office pursuant to one of the following:

(A) If the vacancy occurs in the first half of a term of office and at least 130 days prior to the next general municipal election, the person appointed to fill the vacancy shall hold office until the next general municipal election that is scheduled 130 or more days after the date the council is notified of the vacancy, and thereafter until the person who is elected at that election to fill the vacancy has been qualified. The person elected to fill the vacancy shall hold office for the unexpired balance of the term of office.

(B) If the vacancy occurs in the first half of a term of office, but less than 130 days prior to the next general municipal election, or if the vacancy occurs in the second half of a term of office, the person appointed to fill the vacancy shall hold office for the unexpired term of the former incumbent.

(c) Notwithstanding subdivision (b) and Section 34902, a city may enact an ordinance that does any of the following:

(1) Requires that a special election be called immediately to fill every city council vacancy and the office of mayor designated pursuant to Section 34902. The ordinance shall provide that the special election shall be held on the next regularly established election date not less than 114 days from the call of the special election.

(2) Requires that a special election be held to fill a city council vacancy and the office of mayor designated pursuant to Section 34902 when petitions bearing a specified number of verified signatures are filed. The ordinance shall provide that the special election shall be held on the next regularly established election date not less than 114 days from the filing of the petition. A governing body that has enacted such an ordinance may also call a special election pursuant to subdivision (b) without waiting for the filing of a petition.

(3) Provides that a person appointed to fill a vacancy on the city council holds office only until the date of a special election which shall immediately be called to fill the remainder of the term. The special election may be held on the date of the next regularly established election or regularly scheduled municipal election to be held throughout the city not less than 114 days from the call of the special election.

(d) (1) Notwithstanding subdivision (b) and Section 34902, an appointment shall not be made to fill a vacancy on a city council if the appointment would result in a majority of the members serving on the council having been appointed. The vacancy shall be filled in the manner provided by this subdivision.

(2) The city council may call an election to fill the vacancy, to be held on the next regularly established election date not less than 114 days after the call.

(3) If the city council does not call an election pursuant to paragraph (2), the vacancy shall be filled at the next regularly established election date.

(e) (1) If the city council of a city that elects city council members by or from districts elects to fill a vacancy on the city council by appointment as a result of a city council member resigning from office, the resigning city council member may cast a vote on the appointment if the resignation will go into effect upon the appointment of a successor. A city council member shall not cast a vote for a family member or any other person with whom the city council member has a relationship that may create a potential conflict of interest.

(2) If a city council member elects to cast a vote under this subdivision, the city council member shall be prohibited from the following actions for a period of two years after the appointment of a successor:

(A) Advocating on any measure or issue coming before the city council in which the city council member may have a personal benefit.

(B) Entering into a contract of any kind with the city or a city vendor.

(C) Accepting a position of employment with the city or a city vendor.

(D) Applying for a permit that is subject to the approval of the city council.

(3) This subdivision shall not apply to any city council member who is resigning from the city council due to charges of, or conviction for, corruption or criminal behavior, or who is subject to a recall election.

(Amended by Stats. 2015, Ch. 185, Sec. 1. (AB 952) Effective January 1, 2016.)



Los Angeles County Registrar-Recorder/County Clerk

VOTING & ELECTIONS

RECORDS

COUNTY CLERK

NEWSROOM

PUBLICATIONS

JOBS

CONTACT



Election Estimating Calculator

[Go to Election Estimate Home](#)

Select Estimate Type

Select Jurisdiction(s)

Estimated Result

The estimated cost is based on the cost factors below. **Any changes to the election cost factors will impact the final costs for your jurisdiction.**

If you need cost estimates for other elections or further assistance in using the cost estimate calculator, please contact our Election Billing team at electionbilling@rrcc.lacounty.gov.

CITY OF SAN FERNANDO 2024 March Primary Election

CITY OF SAN FERNANDO - At Large

<i>Voter Count</i>	<i>Rate Breakdown</i>	<i>Estimated Cost</i>
Registered Voters (RV)	12,345	
<i>Election Operations (rate * RV)</i>	\$3.0295 * 12345	\$37,399.18
<i>Vote By Mail Processing (rate * RV)</i>	\$0.9539 * 12345	\$11,775.90
<i>Sample Ballot Processing and Printing</i>		
Office(s)/Seat(s) (rate * No. of Offices * RV)	\$0.0188 * 1 * 12345	\$232.09
Measures(s) (rate * No. of Measures * RV)	\$0.0188 * 0 * 12345	\$0.00
Measure Text (rate * No. of Text Pages for all measures * RV)	\$0.0564 * 0 * 12345	\$0.00
Voting Information (rate * RV)	\$0.5271 * 12345	\$6,507.05
<i>Candidate Filing and Campaign Finance (rate * No. of Candidates)</i>	\$957.1867 * 0	\$0.00
Election Preparation Cost (Flat rate per jurisdiction)		\$8,585.63
CITY OF SAN FERNANDO TOTAL ESTIMATE		\$64,499.85

DISCLAIMER: Please note that calculating an estimate using the Election Cost Estimate Calculator is not consent or agreement to hold, consolidate or provide support services for an election. Requests from jurisdictions for any election scenario must be received in the form of an adopted resolution or other official document and considered by the Board of Supervisors and Registrar-Recorder/County Clerk at the appropriate time. For more information, please contact the Election Information and Preparation Division at ecu@rrcc.lacounty.gov.



lacounty.gov
To Enrich Lives Through Effective and Caring Service

[About Us](#) | [Privacy Policy](#) | [User Rights](#) | [Disclaimer](#) | [Site Map](#) | [Accessibility](#)

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Wendell Johnson, Director of Public Works

Date: February 20, 2024

Subject: Consideration to Award a Construction Contract to Alfaro Communications Construction, Inc. for the Traffic Signal Modifications – 9 Locations Highway Safety Improvement Project, Federal Project No. HSIPL-5202(019), Job No. 7598, Plan No. P-722; and Adopt a Resolution Appropriating Funds

RECOMMENDATION:

It is recommended that the City Council:

- a. Accept the lowest responsible bid (Attachment “A” - Bid Analysis) in the amount of \$1,229,429.51 from Alfaro Communications Construction, Inc., for traffic signal modifications;
- b. Approve a Construction Contract with Alfaro Communications Construction, Inc., (Attachment “B” – Contract No. 2224) for an amount not-to-exceed \$1,229,429.51;
- c. Approve a project contingency in an amount not-to-exceed 10% of the contract amount, or \$122,942.95, to cover costs of unforeseen conditions;
- d. Adopt Resolution No. 8284 (Attachment “C”) amending the Fiscal Year (FY) 2023-2024 Adopted Budget appropriating additional Highway Safety Improvement Program (HSIP) expenditures and revenues in the Capital Grants Fund (Fund 010); and
- e. Authorize the City Manager to execute the Construction Agreement and all additional HSIP funding related documents.

BACKGROUND:

1. On August 20, 2018, the City Council accepted the HSIP grant from the California Department of Transportation (Caltrans) in the amount of \$1,096,000, authorized the execution of the HSIP agreement with Caltrans for the HSIP Cycle 8 Traffic Signal Improvements Project and

Consideration to Award a Construction Contract to Alfaro Communications Construction, Inc. for the Traffic Signal Modifications – 9 Locations Highway Safety Improvement Project, Federal Project No. HSIPL-5202(019), Job No. 7598, Plan No. P-722; and Adopt a Resolution Appropriating Funds
Page 2 of 4

adopted Resolution No. 7880 amending the FY 2018-2019 adopted budget appropriating the grant expenditures and revenues.

2. On June 27, 2023, the City received its Authorization to Proceed with Construction (CON E-76) from Caltrans.
3. In October 2023, a Notice Inviting Bids for the project was advertised on the City's website, local newspaper, and various trade publications.
4. On December 13, 2023, five bids were received and opened by the City Clerk.
5. On February 7, 2024, the City submitted a Request for Cost Change (Attachment "D") to Caltrans to obtain additional HSIP funding (\$453,176) for the Traffic Signal Modification Project.
6. On February 8, 2024, Caltrans notified the City that its request for an additional \$453,176 in HSIP funds had been approved (Attachment "E").

ANALYSIS:

The Traffic Signal Modification Project was selected for funding through the State of California HSIP – Cycle 8. The HSIP is a federal-aid program with the purpose to achieve significant reduction in traffic fatalities and serious injuries on public roads. The Traffic Signal Modification project will help to improve traffic safety for both pedestrians and motorists at nine intersections within the City's main transportation corridor- specifically along the Metrolink rail corridor.

The nine intersections include:

- Hubbard Avenue at San Fernando Road
- Hubbard Avenue at Truman Street
- Hubbard Avenue at First Street
- Maclay Avenue at San Fernando Road
- Maclay Avenue at Truman Street
- Maclay Avenue at First Street
- Brand Boulevard at San Fernando Road
- Brand Boulevard at Truman Street
- Wolfskill Street at Truman Street

Consideration to Award a Construction Contract to Alfaro Communications Construction, Inc. for the Traffic Signal Modifications – 9 Locations Highway Safety Improvement Project, Federal Project No. HSIPL-5202(019), Job No. 7598, Plan No. P-722; and Adopt a Resolution Appropriating Funds
Page 3 of 4

The traffic signal modifications will consist of removal and installation of new signal poles, pedestrian heads, pedestrian push buttons, LED luminaires, street name signs, controllers, wiring, curb ramps, signing, striping, etc.

Bid Analysis.

Staff analyzed the five bids submitted to the City and determined that Alfaro Communications Construction, Inc., met all the requirements for the bid submittal (Attachment “A”). The table below summarizes the bids received:

RANK	BIDDER	BID AMOUNT
1	Alfaro Communications Construction, Inc., Compton, CA	\$1,229,429.51
2	POLO Engineering, Inc., Castaic, CA	\$1,358,293.00
3	Elecnor Belco Electric, Inc., Chino, CA	\$1,527,846.00
4	Servitek Electric, Inc., Walnut, CA	\$1,724,616.00
5	Comet Electric, Chatsworth, CA	\$1,739,240.00

Project Schedule

The project will have a procurement period of 180 calendar days for traffic signal poles and equipment manufacturing and delivery. Construction is expected to begin in August 2024 and completion is anticipated by November 2024.

BUDGET IMPACT:

Bid results came in higher than anticipated for the project; this can be attributed to the significant rise in construction material and labor costs over the last couple of years. With this being the case, the lowest responsible bid submitted, \$1,229,429, came in \$122,943 over the engineer’s estimated cost for construction which was \$951,400. The increase in construction cost along with the increase in funds needed to cover the project contingency brought the total cost of the Traffic Signal Modification Project to \$1,674,657.

To offset the \$278,029 cost increase for construction and to obtain additional funding for construction contingency and construction management (\$175,147), staff submitted to Caltrans a funding increase request in the amount of \$453,176. Caltrans approved the City’s request for the additional \$453,176.

Consideration to Award a Construction Contract to Alfaro Communications Construction, Inc. for the Traffic Signal Modifications – 9 Locations Highway Safety Improvement Project, Federal Project No. HSIPL-5202(019), Job No. 7598, Plan No. P-722; and Adopt a Resolution Appropriating Funds
Page 4 of 4

The following is a breakdown of funding sources and uses:

SOURCES		
Fund	Account Number	Current Allocation
HSIP Grant	010-3686-0562	\$ 1,096,000
HSIP Grant (New)	010-3686-0562	\$ 453,176
Total Grant Funding		\$ 1,549,176
Measure M	024-3210-0562	\$ 30,481
Measure R	012-3210-0562	\$ 95,000
Total City Match		\$ 125,481
Total Sources:		\$ 1,674,657

USES		
Activity	Account Number	Cost
Construction Management/Inspection/Testing/Labor Compliance	010-311-0562-4600	\$ 245,984
Construction	010-311-0562-4600	\$ 1,229,430
Construction Contingency	010/012/024/-311-0562-4600	\$ 122,943
Staff Oversight/Grant Administration	012/024-311-0562-4600	\$ 61,000
Total Uses:		\$ 1,659,357

CONCLUSION:

It is recommended that the City Council approve Contract No. 2224, adopt Resolution No. 8284 amending the FY 2023-2024 Adopted Budget, and authorize the City Manager to execute the Construction Agreement and all additional HSIP funding documents.

ATTACHMENTS:

- A. Bid Analysis
- B. Contract No. 2224
- C. Resolution No. 8284
- D. City's Request for Cost Change
- E. Caltrans' Additional Funding Approval

City of San Fernando - Public Works Department - Engineering Division

Bid Analysis

Traffic Signal Modifications – 9 Locations Highway Safety Improvement Project

Bid Opening: December 13, 2023 at 2:00 PM

Prepared by: Kayla Urbina, 1/8/24

				1		2		3		4		5					
				Engineer's Estimate		Alfaro Communications Construction, Inc.		POLO Engineering, Inc.		Elecnor Belco Electric, Inc.		Servitek Electric, Inc.		Comet Electric		Median	Average
Item No.	Description	Unit	Quantity	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Item Total	Item Total
1	Remove and Construct Curb Ramp per Caltrans Std. Plan No. A88A, Case as Noted on Plans	EA	17	\$ 7,500.00	\$ 127,500.00	\$ 10,687.91	\$ 181,694.47	\$ 9,706.00	\$ 165,002.00	\$ 17,386.00	\$ 295,562.00	\$ 22,540.00	\$ 383,180.00	\$ 29,241.00	\$ 497,097.00 ²	\$ 295,562.00	\$ 304,507.09
2	Furnish and Install Detectable Warning Surface (Truncated Domes) on Existing Curb Ramps at Intersections	EA	10	\$ 1,500.00	\$ 15,000.00	\$ 585.00	\$ 5,850.00	\$ 1,800.00	\$ 18,000.00	\$ 1,992.00	\$ 19,920.00	\$ 3,570.00	\$ 35,700.00	\$ 1,666.00	\$ 16,660.00	\$ 18,000.00	\$ 19,226.00
3	Furnish and Install Detectable Warning Surface (Truncated Domes) at Railroad Crossings per SCRRRA	EA	12	\$ 1,500.00	\$ 18,000.00	\$ 585.00	\$ 7,020.00	\$ 1,800.00	\$ 21,600.00	\$ 1,992.00	\$ 23,904.00	\$ 7,070.00	\$ 84,840.00	\$ 1,783.00	\$ 21,396.00	\$ 21,600.00	\$ 31,752.00
4	Construct Metal Handrail per SPPWC Std Plan 606-5, Type B	LF	12	\$ 200.00	\$ 2,400.00	\$ 325.00	\$ 3,900.00	\$ 332.00	\$ 3,984.00	\$ 455.00	\$ 5,460.00	\$ 784.00	\$ 9,408.00	\$ 1,025.00	\$ 12,300.00	\$ 5,460.00	\$ 7,010.40
5	Traffic Signal Modification Hubbard Street at San Fernando Road	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 25,365.60	\$ 25,365.60	\$ 51,047.00	\$ 51,047.00	\$ 81,000.00	\$ 81,000.00	\$ 51,842.00	\$ 51,842.00	\$ 48,350.00	\$ 48,350.00	\$ 51,047.00	\$ 51,520.92
6	Traffic Signal Modification Hubbard Street at Truman Street	LS	1	\$ 28,000.00	\$ 28,000.00	\$ 22,695.40	\$ 22,695.40	\$ 47,951.00	\$ 47,951.00	\$ 51,000.00	\$ 51,000.00	\$ 45,733.00	\$ 45,733.00	\$ 52,887.00	\$ 52,887.00	\$ 47,951.00	\$ 44,053.28
7	Traffic Signal Modification Hubbard Street at First Street	LS	1	\$ 83,000.00	\$ 83,000.00	\$ 46,105.80	\$ 46,105.80	\$ 105,292.00	\$ 105,292.00	\$ 107,000.00	\$ 107,000.00	\$ 124,551.00	\$ 124,551.00	\$ 92,238.00	\$ 92,238.00	\$ 105,292.00	\$ 95,037.36
8	Traffic Signal Modification Maclay Avenue at San Fernando Road	LS	1	\$ 114,000.00	\$ 114,000.00	\$ 169,999.14	\$ 169,999.14	\$ 156,928.00	\$ 156,928.00	\$ 127,000.00	\$ 127,000.00	\$ 146,134.00	\$ 146,134.00	\$ 133,996.00	\$ 133,996.00	\$ 146,134.00	\$ 146,811.43
9	Traffic Signal Modification Maclay Avenue at Truman Street	LS	1	\$ 177,000.00	\$ 177,000.00	\$ 265,396.78	\$ 265,396.78	\$ 254,920.00	\$ 254,920.00	\$ 249,000.00	\$ 249,000.00	\$ 239,480.00	\$ 239,480.00	\$ 255,695.00	\$ 255,695.00	\$ 254,920.00	\$ 252,898.36
10	Traffic Signal Modification Maclay Avenue at First Street	LS	1	\$ 97,000.00	\$ 97,000.00	\$ 141,086.03	\$ 141,086.03	\$ 151,340.00	\$ 151,340.00	\$ 135,000.00	\$ 135,000.00	\$ 149,844.00	\$ 149,844.00	\$ 138,709.00	\$ 138,709.00	\$ 141,086.03	\$ 143,195.81
11	Traffic Signal Modification Brand Boulevard at San Fernando Road	LS	1	\$ 66,000.00	\$ 66,000.00	\$ 60,348.60	\$ 60,348.60	\$ 72,079.00	\$ 72,079.00	\$ 57,000.00	\$ 57,000.00	\$ 56,451.00	\$ 56,451.00	\$ 50,573.00	\$ 50,573.00	\$ 57,000.00	\$ 59,290.32
12	Traffic Signal Modification Brand Boulevard at Truman Street	LS	1	\$ 35,000.00	\$ 35,000.00	\$ 36,071.10	\$ 36,071.10	\$ 67,664.00	\$ 67,664.00	\$ 63,000.00	\$ 63,000.00	\$ 63,359.00	\$ 63,359.00	\$ 57,834.00	\$ 57,834.00	\$ 63,000.00	\$ 57,585.62
13	Traffic Signal Modification Wolfskill Street at Truman Street	LS	1	\$ 106,000.00	\$ 106,000.00	\$ 135,677.79	\$ 135,677.79	\$ 127,986.00	\$ 127,986.00	\$ 172,000.00	\$ 172,000.00	\$ 184,504.00	\$ 184,504.00	\$ 136,615.00	\$ 136,615.00	\$ 136,615.00	\$ 151,356.56
14	Signing and Striping	LS	1	\$ 52,500.00	\$ 52,500.00	\$ 128,218.80	\$ 128,218.80	\$ 114,500.00	\$ 114,500.00	\$ 141,000.00	\$ 141,000.00	\$ 149,590.00	\$ 149,590.00	\$ 224,890.00	\$ 224,890.00	\$ 141,000.00	\$ 151,639.76
				TOTAL	\$ 951,400.00		\$ 1,229,429.51		\$ 1,358,293.00		\$ 1,527,846.00		\$ 1,724,616.00 ¹		\$ 1,739,240.00		

Notes

1. Bid total calculated incorrectly (\$1,726,706.00), corrected bid total shown is: \$1,724,616.00.

2. Partial figure written as "\$497,1", calculated bid item total shown is: \$497,097.00.



CONSTRUCTION CONTRACT/AGREEMENT

ALFARO COMMUNICATIONS CONSTRUCTION, INC.

Traffic Signal Modifications – 9 Locations Highway Safety Improvement Project
Federal Project No. HSIPL-5202(019), Job No. 7598, Plan No. P-722

THIS AGREEMENT, made and entered into this 20th day of February, 2024, by and between CITY OF SAN FERNANDO, a municipal corporation of the State of California, hereinafter referred to as "CITY" and ALFARO COMMUNICATIONS CONSTRUCTION, INC. as "CONTRACTOR."

WITNESSETH:

That the CITY and the CONTRACTOR, for the consideration hereinafter named, mutually agree as follows:

1. The complete contract consists of the Contract Documents which includes all of the following documents incorporated herein by this reference as Exhibit "A": Approved **Traffic Signal Modifications – 9 Locations Highway Safety Improvement Project, Federal Project No. HSIPL-5202(019), Job No. 7598, Plan No. P-722**, Notice Inviting Bids, Instructions to Bidders, Contractor's Proposal, Contract/Agreement, General Provisions, Technical Provisions, and all modifications and amendments thereto.

2. CONTRACTOR shall perform everything required to be performed, shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the following work of improvement: **Traffic Signal Modifications – 9 Locations Highway Safety Improvement Project, Federal Project No. HSIPL-5202(019), Job No. 7598, Plan No. P-722** (the "Work of Improvement") all in accordance with the Contract Documents and Contractor's Proposal dated 12/12/2023.

CONTRACTOR agrees to perform all the work and furnish all the materials at his own cost and expense necessary to construct and complete in a good and workman-like manner and to the satisfaction of the City Engineer of the CITY, the Work of Improvement in accordance with the plans, specifications, and Contract Documents (the "Specifications") therefore prepared by City's Engineering Department and adopted by the City Council.

3. CITY agrees to pay and CONTRACTOR agrees to accept in full payment for this Work of Improvement the stipulated sum of **ONE MILLION, TWO HUNDRED AND TWENTY-NINE THOUSAND, FOUR HUNDRED TWENTY-NINE DOLLARS AND FIFTY-ONE CENTS (\$1,229,429.51)**.

CONSTRUCTION CONTRACT/AGREEMENT

CONTRACT NO. 2224

Traffic Signal Modifications – 9 Locations Highway Safety Improvement Project**Federal Project No. HSIPL-5202(019), Job No. 7598 and Plan No. P-722**Page 2 of 4

CITY agrees to make monthly payments and final payment in accordance with the method set forth in the Specifications.

4. CONTRACTOR agrees to commence construction within ten (10) days after issuance of a Notice To Proceed, and to continue in a diligent and workman-like manner without interruption, and to complete the construction thereof within **SEVENTY-FIVE (75)** working days from the date the Notice to Proceed is issued.

5. Time is of essence of this Contract, and it is agreed that it would be impracticable or extremely difficult to ascertain the extent of actual loss or damage which the CITY will sustain by reason of any delay in the performance of this Agreement. It is, therefore, agreed that CONTRACTOR will pay as liquidated damages to the CITY the following sum: Three Thousand Two Hundred Dollars (\$3,200.00) for each day's delay beyond the time herein prescribed for finishing work. If liquidated damages are not paid, as designated by the CITY, the CITY may deduct the amount thereof from any money due or that may become due the CONTRACTOR under this Agreement in addition to any other remedy available to CITY. The CONTRACTOR shall not be assessed liquidated damages for any delay caused by the failure of a public utility to relocate or remove an existing utility required for the performance of this Contract.

6. The CONTRACTOR will pay, and will require all subcontractors to pay, all employees on the work of improvement a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determinations for this work. Travel and subsistence pay shall be paid in accordance with Labor Code Section 1773.8. The CONTRACTOR shall forfeit to the CITY, as penalty, Fifty Dollars (\$50.00) for each calendar day or portion thereof for each worker paid (either by him or any subcontractors under him) less than the prevailing rate described above on the work provided for in this Agreement, all in accordance with Section 1775 of the Labor Code of the State of California. CONTRACTOR, by executing this Agreement, hereby certifies that it shall adopt the current general prevailing Federal and/or State rates of wages applicable to the Work of Improvement.

7. The CONTRACTOR or SUBCONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract, or such other remedy as City deems appropriate.

8. Attention is directed to Section 7108.5 of the California Business and Professions Code, which requires a prime CONTRACTOR or SUBCONTRACTOR to pay any SUBCONTRACTOR not later than 10 days of receipt of each progress payment, unless otherwise agreed to in writing. In addition, Federal Regulation (49 CFR 26.29) requires a prime CONTRACTOR or SUBCONTRACTOR to pay a SUBCONTRACTOR no later than 30 days of receipt of each payment, unless any delay or postponement of payment among the parties takes place only for a good cause and with the prior

CONSTRUCTION CONTRACT/AGREEMENT

CONTRACT NO. 2224

Traffic Signal Modifications – 9 Locations Highway Safety Improvement Project**Federal Project No. HSIPL-5202(019), Job No. 7598 and Plan No. P-722**Page 3 of 4

written approval of the CITY. Section 7108.5 of the California Business and Professions Code also contains enforcement actions and penalties. These requirements apply to both DBE and non-DBE subcontractors.

9. Federal Regulation (49 CFR 26.29) requires the following method be used in federal-aid contracts to ensure prompt and full payment of any retainage kept by the prime CONTRACTOR or SUBCONTRACTOR to a SUBCONTRACTOR:

The CITY may hold retainage from the prime CONTRACTOR and provide for prompt and regular incremental acceptances of portions of the contract, pay retainage to prime CONTRACTORS based on the acceptances, and include a contract clause obligating the prime contract and subcontractors to pay all retainage owed to all SUBCONTRACTORS for satisfactory completion of the accepted work within 30 days after receipt of the retainage. This clause must require the prompt release of retainage payments from the prime CONTRACTOR to the SUBCONTRACTOR within a specified number of days after the SUBCONTRACTOR'S work is satisfactorily completed.

In the above method, a SUBCONTRACTOR'S work is satisfactorily completed when all tasks called for in the contract have been accomplished and documented as required by the CITY. The work of a SUBCONTRACTOR covered by that acceptance is deemed to be satisfactorily completed, when the CITY has made an incremental acceptance of a portion of the contract work. Federal Regulation (49 CFR 26.29) also requires that any delay or postponement of payment among the parties may take place only for good cause, must have the prior written approval of the agency, and that appropriate means of enforcement such as those contained in Section 7108.5 of the California Business and Professions Code must be included in the contract.

10. In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and the CONTRACTOR shall not require more than eight (8) hours in a day from any person employed by him hereunder, except as provided in the Labor Code of the State of California. The CONTRACTOR shall adhere to Article 3, Chapter 1, Part 7 (Sections 1810, et seq.) of the Labor Code of the State of California, and it is agreed that the CONTRACTOR shall forfeit to the CITY as a penalty the sum of Fifty Dollars (\$50.00) for each worker employed in the execution of this Contract by the CONTRACTOR or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in violation of that article.

11. CONTRACTOR, by executing this Agreement hereby certifies:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's 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."

CONSTRUCTION CONTRACT/AGREEMENT

CONTRACT NO. 2224

Traffic Signal Modifications – 9 Locations Highway Safety Improvement Project**Federal Project No. HSIPL-5202(019), Job No. 7598 and Plan No. P-722**

Page 4 of 4

12. CONTRACTOR shall, prior to the execution of this Contract, furnish two bonds approved by the CITY, one in the amount of One Hundred Percent (100%) of the Contract price, to guarantee the faithful performance of the work, and one in the amount of One Hundred Percent (100%) of the Contract price to guarantee payment of all claims for labor and materials furnished. This Contract shall not become effective until such bonds are supplied to and approved by the CITY. CONTRACTOR shall, prior to the release of the performance and payment bonds or the retention payment, furnish a warranty performance and payment bond equal to at least ten percent of the final contract price or \$1,000, whichever is greater.

IN WITNESS WHEREOF, the said CONTRACTOR and the CITY ADMINISTRATOR and CITY CLERK of the CITY have caused the names of said parties to be affixed hereto, each in triplicate, the day and year first above written.

CITY OF SAN FERNANDO:**ALFARO COMMUNICATIONS CONSTRUCTION,
INC.**

By: _____

Nick Kimball, City Manager

By: _____

Date: _____

Name: _____

ATTEST:

Title: _____

By: _____

Julia Fritz, City Clerk

Date: _____

Date: _____

By: _____

APPROVED AS TO FORM:

Name: _____

By: _____

Richard Padilla, Assistant City Attorney

Title: _____

Date: _____

Date: _____

CITY OF SAN FERNANDO, CA



CONTRACT DOCUMENTS FOR TRAFFIC SIGNAL MODIFICATIONS – 9 LOCATIONS HIGHWAY SAFETY IMPROVEMENT PROJECT Federal Project No. HSIPL-5202(019) Job No. 7598, Plan No. P-722

Prepared by:



13191 CROSSROADS PARKWAY NORTH, SUITE 405
INDUSTRY, CALIFORNIA 91746-3443
(562) 908-6200


Under the Supervision of:




Jeffrey C. Lau, PE

RCE 83887

Date: _____


Approved By: Emilio Murga, P.E., Consulting City Engineer, RCE 54420

Date: 6-12-23


Approved By: Kenneth Jones, Public Work Management Analyst

Date: 6-13-23

TABLE OF CONTENTS

SECTION	Page No.
Information	
Table of Contents.....	(i)
Notice to Bidders Federal Requirements.....	1
Notice Inviting Bids	2
Instructions to Bidders.....	5
Proposal	
Contractor's Proposal	P-1
Bid Schedule	P-2
Bidder's Bond	P-4
Contractor Information	P-5
List of References	P-6
List of Subcontractors.....	P-7
Minority, Women-owned, Small Business Enterprise.....	P-9
Certificate of Secretary of Adoption of Resolution	P-10
List of Subcontractors, Suppliers, & Vendors Contacted.....	P-11
Non-Collusion Affidavit	P-12
Contract/Agreement	
Construction Contract	C-1
Performance Bond Form	C-5
Payment (Labor and Material) Bond Form	C-7
General Provisions	
Terms, Definitions, Abbreviations, and Symbols.....	GP-1
Scope and Control of the Work.....	GP-4
Control of Work	GP-12
Control of Materials	GP-21
Legal Relations and Responsibilities	GP-23
Prosecution and Progress of the Work	GP-24
Measurement and Payment.....	GP-26
Facilities for Agency Personnel	GP-26
Technical Provisions	
General Requirements	T-1 thru T-22
Bid Items	
Descriptions.....	B-1 thru B-4
Federal Requirements	
Federal Requirements.....	F-1 thru F-52

Appendix

- Appendix 1 - Metrolink/SCRRA Requirements and Forms
- Appendix 2 - Construction Recycling Forms
- Appendix 3 - Standard Plans
- Appendix 4 – Sample Street Closure at Railroad Tracks

NOTICE TO BIDDERS FEDERAL REQUIREMENTS

Proposal Phase

For your bid to be considered responsive, you must submit the following form, either with your bid or by 4:00 p.m. on the fifth calendar day following bid opening:

- ☐ Construction Contract DBE Commitment, Exhibit 15-G (p. F-39)
- ☐ DBE Commitment form, Exhibit 9-I (p. F-41), plus quote/contract from each DBE

In addition, you are strongly encouraged, and may be required, to submit the following form as a supplement to Exhibit 15-G:

- ☐ Proposer/Contractor – Good Faith Efforts, Exhibit 15-H (p. F-42)

Upon execution and submission of your bid, you are agreeing to be bound by the following (but do not need to return the forms unless a disclosure is required):

- Equal Employment Opportunity Certification (p. F-33)
- Public Contract Code Requirements (p. F-34)
- Debarment and Suspension Certification (p. F-35)
- Nonlobbying Certification for Federal-Aid Contracts (p. F-36)

If applicable, the following form must be submitted with the bid:

- ☐ Disclosure of Lobbying Activities (p. F-37)

Construction Phase

Contractors who are awarded a public works project must submit electronic payroll records to the DIR's Compliance Monitoring Unit (CMU) in addition to providing wet-ink original copies to the City or its designated labor compliance enforcement officer.

If applicable, you will be required to submit the following forms each month during construction:

- ☐ Disadvantaged Business Enterprise Running Tally of Payments, Exhibit 9-F (p. F-45)
- ☐ Monthly DBE Trucking Verification, Exhibit 16-Z1 (p. F-47)

Post-Construction Phase

When construction is completed, you will be required to submit the following forms to the City:

- ☐ Final Report – Utilization of Disadvantaged Businesses (DBE) and First-Tier Subcontractors, Exhibit 17-F (p. F-49)
- ☐ Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O (p. F-51)

NOTICE INVITING BIDS

SEALED PROPOSALS will be received at the Office of the City Clerk, City Hall, 117 Macneil Street, San Fernando, California until 2:00 P.M. on Wednesday, November 29, 2023, and said bids will be publicly opened and declared for performing work on the following project:

TRAFFIC SIGNAL MODIFICATIONS – 9 LOCATIONS
HIGHWAY SAFETY IMPROVEMENT PROJECT
Federal Project No. HSIPL-5202(019)
JOB NO. 7598, PLAN NO. P-722

The project consists of a traffic signal modification including but not limited to the removal and installation of new signal poles, pedestrian heads, pedestrian push buttons, LED luminaires, street name signs, controllers, wiring, curb ramps, signing, striping, and miscellaneous appurtenant work. The bid items, corresponding estimated quantities, and time allowed to complete the work are listed in the Contractor's Proposal. The definitions of bid items are described in the Technical Provisions.

The contract time for the project is FIFTY (50) working days.

Contractor will be given one hundred eighty (180) calendar days for procurement time for traffic signal poles and equipment after the City's authorizes a Notice to Procure.

A pre-bid meeting is scheduled for 10:00 AM on Wednesday, November 15, 2023 at 120 Macneil Street, San Fernando, CA 91340, PW Ops Room. This meeting is to inform bidders of project requirements and subcontractors of subcontracting and material supply opportunities. Bidders' attendance at this meeting is non-mandatory.

Pursuant to Federal law, Disadvantaged Business Enterprise (DBE) requirements shall include all DBEs, as described in the Specifications. This project is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code Section 12990, and in any contract entered into pursuant to this advertisement, DBEs will be afforded full opportunity to submit bids in response to this invitation.

The DBE contract goal for this project is 18%.

PREVAILING WAGE REQUIREMENTS: Pursuant to California Labor Code Sections 1770, 1773, 1773.1, 1773.6, and 1773.7, as amended, the applicable prevailing wages for this project have been determined. It shall be mandatory upon the contractor to whom the contract is awarded and upon any subcontractor under him to pay not less than the higher of the Federal and the State prevailing wage rates to all workers employed by them in the execution of the contract. The applicable Federal prevailing wage rates are those that are in effect ten (10) calendar days prior to bid opening; they are set forth on the U.S. Department of Labor website: <http://www.wdol.gov/wdol/scafiles/davisbacon/ca33.dvb> but are not printed in the Specifications. Lower State wage rates for work classifications not specifically listed in the Federal wage decision are not acceptable. The applicable State prevailing wage rates are set

forth on the California Department of Industrial Relations website: <http://www.dir.ca.gov/DLSR/PWD> but are not printed in the Specifications; these rates are subject to predetermined increases.

The U.S. Department of Transportation (DOT) provides a toll-free hotline service to report bid rigging, bidder collusion, or other fraudulent activities. The hotline is available Mondays through Fridays between 8:00 a.m. and 5:00 p.m. eastern time, at (800) 424-9071. The hotline is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially, and caller anonymity will be respected.

Conflict of Interest: in the procurement of supplies, equipment, construction, and services by sub-recipients, the conflict of interest provisions in 24 CFR 85.36, OMB Circular A-110, and 24 CFR 570.611 shall apply. No employee, officer, or agent of the sub-recipient shall participate in the selection, award, or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.

This project is **subject to the "Buy America" provisions of the Surface Transportation Assistance Act of 1982 as amended by the Intermodal Surface Transportation Efficiency Act of 1991.**

This project is subject to the requirements of the Cargo Preference Act, as described in the Specifications.

It is the policy of the City, as directed by City Council, to encourage the use of local area businesses in construction contracts including vendors, suppliers, labor, etc.

The City reserves the right to reject any and all bids and to waive any minor irregularities in the bid documents. Bidders may not withdraw their bid for a period of ninety (90) days after date set for opening thereof.

The Contractor must follow the procedures as set forth in the Instructions to Bidders for acceptance of bids. Bids will be accepted only if submitted on a proposal form furnished by the City. Each bid must be accompanied by cash, certified **check, cashier's check, or bidder's** bond made payable to the City of San Fernando or issued by a surety admitted to do business in California, for an amount equal to at least ten percent (10%) of the amount bid. Such guaranty to be forfeited to the City should the bidder to whom the contract is awarded fail to enter into the contract.

Bids will be accepted only from contractors licensed in accordance with the provisions of the Business and Professional Code of the State of California. Prior to contract execution, the Contractor and his/her subcontractors shall obtain a City business license. At the time of bidding, the Contractor must possess a valid California Class A or C10 **Contractor's** License.

AB44 EFFECTIVE JULY 1, 2014. If a bidder submits a bid that includes a subcontractor who would be performing work in amount in excess of ½ of 1% of the bidder's total bid or in the case of bids for the construction of streets or highways, including bridges, in excess of ½ of 1% of the bidder's total bid or \$10,000, whichever is greater, then in addition to the

subcontractor's name and business address, the subcontractor's State contractor's license number must be included as part of the information submitted for that proposed subcontractor. Failure to provide the subcontractor's license number shall render the bid non-responsive.

SB854 EFFECTIVE MARCH 1, 2015. Contractors and Subcontractors wishing to work on a public works project must be registered with the State of California, Department of Industrial Relations. All public works projects with bids submitted after March 1, 2015, or awarded on or after April 1, 2015, shall use only registered contractors and subcontractors. No bid will be accepted nor any contract entered into without proof of the Bidder's and its subcontractors' current registration with the Department of Industrial Relations. If awarded a contract, the Bidder and its subcontractors of every tier shall maintain active registration with the Department of Industrial Relations for the duration of the Project.

At the request and expense of the Contractor, securities equivalent to the five percent (5%) to be withheld from progress payments pursuant to the City's Standard General Conditions shall be deposited with the City Clerk or a state or federally chartered bank as the escrow agent, who shall pay such monies to the contractor upon satisfactory completion of the contract. Securities eligible for investment shall include those listed in Section 16430 of the Government Code or bank or savings and loan certificates of deposit. The contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereof.

Copies of the plans and specifications, including the approved proposal form, are available on the City website, www.sfcity.org, for downloading at no charge. In order to be eligible to submit a bid for the project, you MUST contact Kenneth Jones, Public Works Management Analyst, via e-mail at kjones@sfcity.org to be placed on the plan holders list. Compact disk (CD) of the plans and specifications may be obtained for a non-refundable fee of \$5.00 each at the Public Works Department, City Hall, 117 Macneil Street, San Fernando, California, 91340. If mailing is requested, an additional fee of \$5.00 is required to cover postage and handling. Any questions pertaining to the project shall be submitted in writing by Wednesday, November 22, 2023 by 4:00 p.m.

Addenda, if any, will NOT be distributed to the plan holders, and will ONLY be posted on the City website. It shall be the Bidder's responsibility to check the City website for any addenda.

City of San Fernando

Date: 11/1/23

By: Emilio Murga, P.E.
Consulting City Engineer

Sun
10/26/2023
11/9/2023

INSTRUCTIONS TO BIDDERS

1. GENERAL Proposals under these Contract Documents shall be submitted on the blank forms furnished herewith. When presented, the proposal forms must be completely made out in the manner and form indicated therein and must be properly signed by the bidder. **The bidder's address, telephone number, and California State Contractor's License number must be included.** To be eligible to perform work, the bidder must be a state licensed contractor in good standing prior to beginning work. The City Council reserves the right to reject any bid if all the above information is not furnished.

Each proposal submitted must be presented in a sealed cover and must be filed prior to the time and at the place designated in the Notice Inviting Bids. All proposals submitted as prescribed will be publicly opened and read at the time and place designated in the Notice Inviting Bids.

Bid Quotes and Unit Price Extensions – The unit prices and the lump sum prices quoted by the bidder must be entered in the spaces provided on **the Contractor's Proposal form.** In case there is a discrepancy between the unit price and the item total, the unit price shall govern and will be considered as representing **the Bidder's intention.** The bid total will be corrected to conform to the specified unit price.

Bid Retention and Award – The City reserves the right to retain all bids for a period of ninety (90) days for examination and comparison. The City also reserves the right to waive non-substantial irregularities in any bid, to reject any and all proposals, to reject or delete one part of a proposal and accept the other, except to the extent that the bids are qualified by specific limitations, and to make award to the lowest responsible bidder as the interest of the City may require.

Communications Regarding Bid – All timely requests for information submitted in writing will receive a written response from the City. Telephone communications with City staff are not encouraged but will be permitted. However, any such oral communication shall not be binding on the City.

2. EXAMINATION OF PLANS, CONTRACT DOCUMENTS, AND WORK SITE The Contract Documents and plans, if any, are on file and available for inspection in City Hall.

The Bidders are required to carefully examine the site and the proposal, plans, Contract Documents, and contract forms. The Bidders must satisfy themselves as to the requirements of the Contract Documents and the contract; as to the location of the proposed work and by such other means as they may prefer; and as to the actual conditions and requirements of the work, and shall not, at any time after submission of the bid, dispute, complain, or assert that there was any misunderstanding in regard to the nature or amount of work to be done. It is mutually agreed that submission of a proposal shall be considered prima facie evidence that the bidder has made such examinations.

3. DISQUALIFICATION OF BIDDERS AND PROPOSALS More than one proposal for the same work from any individual, firm, partnership, corporation or association under the same or different names will not be accepted and reasonable grounds for believing that any bidder is interested in more than one proposal for the work will be cause for rejecting all proposals in which such bidders are interested.

Proposals which show obviously unbalanced prices, and those which are incomplete or show any alteration of form or contain any additions or conditional or alternate bids that are not called for or otherwise permitted, may be rejected. Proposals that do not bear the **Bidder's** signature will be rejected.

4. AWARD AND EXECUTION OF CONTRACT The award of the contract, if awarded, will be made to the lowest responsive bidder whose proposal complies with all the prescribed requirements. The right is reserved, however, to reject any or all bids and to waive technical errors or discrepancies if it is deemed to best serve the interests of the City. An award will be made only until all necessary investigations are made as to the responsiveness of the low bidder.

Failure to execute a contract and file acceptable bonds as provided herein within the above timeline, not including Sundays, shall be just cause for the annulment of the award and the forfeiture of the proposal guaranty.

The Contractor will be required to obtain a City Business License prior to award of the contract.

5. SIGNATURE OF CONTRACTOR

- a. Corporation Any bids submitted by a corporation must include the name of the corporation and must be signed by the President and Secretary or Assistant Secretary, and the corporate seal must be affixed. Other persons may sign for the corporation in lieu of the above if a certified copy of a resolution of the corporate board of directors so authorizing them to do so is on file in the City Clerk's Office.
- b. Partnerships Any bids submitted by a partnership must contain the names of all persons comprising the partnership or co-partnership. The bid must be signed by all partners comprising the partnership unless proof in the form of a certified copy of a certificate of partnership acknowledging the signer to be a general partner is presented to the City Clerk.
- c. Joint Ventures Any bids submitted by a joint venture must so state that and must be signed by each joint venturer.
- d. Individuals Any bids submitted by an individual must be signed by that individual unless an up-to-date power of attorney is on file in the City Clerk's Office, in which case the person indicated in the power of attorney may sign for the individual.

The above rules also apply in the case of a fictitious firm name. In addition, however, where the fictitious name is used, it must be so indicated where the signature appears.

6. BONDS

- a. Bid Bonds Bid must be accompanied by cash, **cashier's check, certified check**, or surety bond in an amount equal to ten percent (10%) of the total amount in the **Contractor's Proposal**. **Checks and bonds** shall be made payable to the City of San Fernando.
- b. Contract Bonds The Contractor simultaneously with execution of the Agreement shall furnish a surety bond in an amount equal to one hundred percent (100%) of the contract price as security for the faithful performance of this contract and a separate surety bond in an equal to one hundred percent (100%) of the contract price as security for the payment of all persons performing labor and furnishing materials in connection with this contract, as required by the terms of an Act entitled:

"An Act to secure the payment of the claim of persons employed by Contractors upon Public Works, and the claims of persons who furnish materials, supplies, teams, implements; or machinery used or consumed by such Contractors in the performance of such works, and prescribing the duties of certain public officers with **respect thereto," approved May 10, 1919**, as amended.

Bond Forms required are included in these specifications. Copies will be furnished to prospective bidders upon request.

Whenever any Surety or Sureties on any such bonds, or any bonds required by Law for the protection of the claims of laborers and material men become insufficient or the City Engineer has cause to believe that such Surety or Sureties have become insufficient, a demand in writing may be made of the Contractor for each further bond or bonds or additional surety, not exceeding that originally required, as is considered necessary, considering the extent of the work remaining to be done. Thereafter, no payment shall be made upon such contract to the Contractor or any assignee of the Contractor until such further bond or bonds or additional surety has been furnished.

7. RETURN OF BIDDER'S GUARANTIES Within ten (10) days after the award of the contract, the City will return the proposal guaranties accompanying those proposals which are not to be considered in making award. All other proposals which are to be held until the contract has been finally executed, will be returned to the respective bidders after award of contract.
8. CONFLICT OF INTEREST In the procurement of supplies, equipment, construction, and services by sub-recipients, the conflict of interest provisions in 24 CFR 85.36, OMB Circular A-110, and 24 CFR 570.611, respectively, shall apply. No employee, officer or agent of the sub-recipient shall participate in selection, or award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

The following documents in the PROPOSAL section of these Contract Documents must be completed and submitted with the bid package:

- P-1 **Contractor's Proposal**
 - P-2 Bid Schedule
 - P-4 **Bidder's Bond**
 - P-5 Contractor Information
 - P-6 List of References
 - P-7 List of Subcontractors
 - P-9 Minority, Women-owned, Small Business Enterprise
 - P-10 Certificate of Secretary of Adoption of Resolution
 - P-11 List of Subcontractors, Suppliers, & Vendors Contacted
 - P-12 Non-Collusion Affidavit
-

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:

TRAFFIC SIGNAL MODIFICATIONS – 9 LOCATIONS
HIGHWAY SAFETY IMPROVEMENT PROJECT
Federal Project No. HSIPL-5202(019)
Job No. 7598, Plan No. P-722

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 FIFTY (50) 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.

Dated

Bidder

Signature

Name (Print/Type)

Title

BID SCHEDULE

TRAFFIC SIGNAL MODIFICATIONS – 9 LOCATIONS

HIGHWAY SAFETY IMPROVEMENT PROJECT

Federal Project No. HSIPL-5202(019)

Job No. 7598, Plan No. P-722

BID SCHEDULE

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
1	Remove and Construct Curb Ramp per Caltrans Std. Plan No. A88A, Case as Noted on Plans	EA	17	\$	\$
2	Furnish and Install Detectable Warning Surface (Truncated Domes) on Existing Curb Ramps at Intersections	EA	10	\$	\$
3	Furnish and Install Detectable Warning Surface (Truncated Domes) on Existing Sidewalk at Railroad Crossings per SCCRA	EA	12	\$	\$
4	Construct Metal Handrail per SPPWC Std Plan 606-5, Type B	LF	12	\$	\$
5	Traffic Signal Modification Hubbard Street at San Fernando Road	LS	1	\$	\$
6	Traffic Signal Modification Hubbard Street at Truman Street	LS	1	\$	\$
7	Traffic Signal Modification Hubbard Street at First Street	LS	1	\$	\$
8	Traffic Signal Modification Maclay Avenue at San Fernando Road	LS	1	\$	\$
9	Traffic Signal Modification Maclay Avenue at Truman Street	LS	1	\$	\$
10	Traffic Signal Modification Maclay Avenue at First Street	LS	1	\$	\$
11	Traffic Signal Modification Brand Boulevard at San Fernando Road	LS	1	\$	\$
12	Traffic Signal Modification Brand Boulevard at Truman Street	LS	1	\$	\$
13	Traffic Signal Modification Wolfskill Street at Truman Street	LS	1	\$	\$
14	Signing and Striping	LS	1	\$	\$
BID SCHEDULE TOTAL					\$

TOTAL BASE BID IN NUMBERS

The Contract shall then be awarded to the lowest qualified bidder based on the Total Bid (including Additive Bid Item). However, the City reserves the right to remove any and/or all of the Bid Items at the time of the **City's issuance** of its Notice to Proceed and no bid price adjustments will be allowed. Said Notice to Proceed shall determine/specify which of the Bid Items, if any, shall be remain as part of this contract.

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: _____

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.

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:
that we, _____ as Principal,
and _____ as Surety,
are held and firmly bound unto the City of San Fernando in the sum of _____
_____ (\$ _____)
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 _____
to construct _____
(insert names of streets and limits to be improved) dated _____ 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 _____
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 _____ day of
_____, 2023.

Principal	Surety
By _____	By _____
Its _____	Its _____
By _____	By _____
Its _____	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:

CONTRACTOR INFORMATION

Company Name _____

Address _____

Telephone _____ Fax _____ E-mail _____

Type of Firm: Individual () Partnership () Corporation ()

Corporation organized under the laws of the State of _____

Contractor's License Number _____ State ____ Classification _____ Expiration Date _____

DIR Registration Number _____ Expiration Date _____

Names and titles of all officers of the firm

LIST OF REFERENCES

(To be submitted by contractors who have not worked with the City of San Fernando.)

1. NAME OF CITY OR BUSINESS _____
CONTACT PERSON AND PHONE NO. _____
TYPE/DATE OF WORK PERFORMED _____
TOTAL CONTRACT AMOUNT \$ _____
2. NAME OF CITY OR BUSINESS _____
CONTACT PERSON AND PHONE NO. _____
TYPE/DATE OF WORK PERFORMED _____
TOTAL CONTRACT AMOUNT \$ _____
3. NAME OF CITY OR BUSINESS _____
CONTACT PERSON AND PHONE NO. _____
TYPE/DATE OF WORK PERFORMED _____
TOTAL CONTRACT AMOUNT \$ _____
4. NAME OF CITY OR BUSINESS _____
CONTACT PERSON AND PHONE NO. _____
TYPE/DATE OF WORK PERFORMED _____
TOTAL CONTRACT AMOUNT \$ _____
5. NAME OF CITY OR BUSINESS _____
CONTACT PERSON AND PHONE NO. _____
TYPE/DATE OF WORK PERFORMED _____
TOTAL CONTRACT AMOUNT \$ _____
6. NAME OF CITY OR BUSINESS _____
CONTACT PERSON AND PHONE NO. _____
TYPE/DATE OF WORK PERFORMED _____
TOTAL CONTRACT AMOUNT \$ _____

Exhibit 12-B: Bidder's List of Subcontractors (DBE and Non-DBE) - Part 1

As of March 1, 2015, Contractors (and subcontractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>. The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each subcontractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000 (whichever is greater).

Photocopy this form for additional firms.							FEDERAL PROJECT NUMBER:	
Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts	
				DIR Reg Number				
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	

Distribution – Original: Local Agency File; Copy: DLAE w/Award Package

Exhibit 12-B: Bidder's List of Subcontractors (DBE and Non-DBE) - Part 2

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, the Bidder shall list all subcontractors who provided a quote or bid but **were not selected** to participate as a subcontractor on this project.

FEDERAL PROJECT NUMBER:

Photocopy this form for additional firms.

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contactor License Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts	
				DIR Reg Number				
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	

Distribution – Original: Local Agency File; Copy: DLAE w/Award Package

MINORITY, WOMEN, SMALL BUSINESS ENTERPRISES

BUSINESS NAME: _____

ADDRESS (P.O. BOX NOT ACCEPTABLE): _____

CITY, STATE, ZIP CODE: _____

PHONE NUMBER (____) _____ CONTACT PERSON: _____

1. MINORITY OWNED

Composition of ownership (more than 50% of ownership of the organization):
Please check one of the following:

_____ Black American _____ Asian/Pacific American

_____ Native American _____ Hispanic American _____ Other ethnicity

2. WOMEN OWNED

More than 50% of this business is owned by women:

_____ Yes _____ No

3. SMALL BUSINESS ENTERPRISE

This business enterprise collects \$1,000,000 or less in gross revenue per year.

_____ Yes _____ No

Does your firm intend to use subcontractors or independent contractors for this project?

_____ Yes _____ No

If yes, all others must fill out the bidder's application also.

Has this business been certified by any other agency as a minority/women owned enterprise or small business enterprise?

_____ Yes _____ No

If yes, please list name(s) and telephone number(s) of certifying agencies.

Is this a joint venture proposal?

_____ Yes _____ No

CERTIFICATE OF SECRETARY OF ADOPTION OF RESOLUTION

I, _____(insert name of Secretary), do hereby certify that I am the Secretary of _____(insert name of corporation) a California corporation, and do hereby certify that the following resolution is a full, true and correct copy of a resolution passed by the Board of Directors of said corporation at a meeting thereof held on the _____day of _____, 2023 (insert proper date), in accordance with the bylaws of said corporation, and that said resolution has not to the date of this certificate been in any manner amended, modified, revoked, rescinded or annulled, and the same is now in full force and effect.

"RESOLVED, that any of the following officers of this corporation, _____, _____President
_____, Vice President and
_____, secretary
(insert names of officers and capacity where not shown), (any two acting together) (any one acting alone) (strike out inapplicable portion), be and they are hereby authorized to execute and deliver in the name of and for and on behalf of this corporation, any and all bids, authorizations, contracts, bonds and agreements of any nature or sort whatsoever.

BE IT FURTHER RESOLVED, that any and all persons, firms, corporations and other entities, including public entities, shall be entitled to rely on the authority of (any one of such officers) (any two of such officers acting together) (strike out inapplicable portion), above named, to bind this corporation by the execution and delivery of any such bids, authorizations, contracts, bonds and agreements.

BE IT FURTHER RESOLVED that the authority herein contained shall remain effective until the person, corporation, or public entity relying upon the authority herein contained, receives written notice to the contrary signed by duly authorized officers of this corporation, that all previous authorizations theretofore given with respect to the matters herein contained are revoked. That the revocation of the authority herein contained shall not affect the validity of any instrument herein referred to signed by any person or persons at the time authorized to **act."**

IN WITNESS WHEREOF, the undersigned has hereunto set (his/her) hand as Secretary and affixed the seal of this corporation this _____day of _____, 2023.

Secretary

Affix Seal

LIST OF SUBCONTRACTORS, SUPPLIERS, & VENDORS CONTACTED TO
RECEIVE PRICES IN PREPARATION OF BID PROPOSAL

1. NAME & LOCATION OF BUSINESS _____

CONTACT PERSON AND PHONE NO. _____
ITEM OR TYPE OF WORK PROPOSED _____
PRICE OR AMOUNT \$ _____
2. NAME & LOCATION OF BUSINESS _____

CONTACT PERSON AND PHONE NO. _____
ITEM OR TYPE OF WORK PROPOSED _____
PRICE OR AMOUNT \$ _____
3. NAME & LOCATION OF BUSINESS _____

CONTACT PERSON AND PHONE NO. _____
ITEM OR TYPE OF WORK PROPOSED _____
PRICE OR AMOUNT \$ _____
4. NAME & LOCATION OF BUSINESS _____

CONTACT PERSON AND PHONE NO. _____
ITEM OR TYPE OF WORK PROPOSED _____
PRICE OR AMOUNT \$ _____
5. NAME & LOCATION OF BUSINESS _____

CONTACT PERSON AND PHONE NO. _____
ITEM OR TYPE OF WORK PROPOSED _____
PRICE OR AMOUNT \$ _____
6. NAME & LOCATION OF BUSINESS _____

CONTACT PERSON AND PHONE NO. _____
ITEM OR TYPE OF WORK PROPOSED _____
PRICE OR AMOUNT \$ _____

NON-COLLUSION AFFIDAVIT

TRAFFIC SIGNAL MODIFICATIONS – 9 LOCATIONS
HIGHWAY SAFETY IMPROVEMENT PROJECT
Federal Project No. HSIPL-5202(019)
Job No. 7598, Plan No. P-722

STATE OF CALIFORNIA)
) SS
COUNTY OF _____)

_____, being first duly sworn, deposes and

says that he is _____
(Sole owner, partner, president, secretary, etc.)

of _____
the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that such bidder has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure an advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid price or of that of any other bidder, or to secure an advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

Date

Bidder

Authorized Signature

STATE OF CALIFORNIA)
) SS
COUNTY OF _____)

Name (Print/Type)

Title

On _____, 2023 before me, _____,

personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledge 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.

(Notary Seal)

Signature of Notary Public



CONSTRUCTION CONTRACT/AGREEMENT

(Name of Contractor)

Traffic Signal Modifications – 9 Locations
Highway Safety Improvement Project
Federal Project No. HSIPL-5202(019), Job No. 7598, Plan No. P-722

THIS AGREEMENT, made and entered into this _____ day of _____, 2023, by and between CITY OF SAN FERNANDO, a municipal corporation of the State of California, hereinafter referred to as "CITY" and _____ "CONTRACTOR."

WITNESSETH:

That the CITY and the CONTRACTOR, for the consideration hereinafter named, mutually agree as follows:

1. The complete contract consists of the Contract Documents which includes all of the following documents incorporated herein by this reference: Approved Traffic Signal Modifications - 9 Locations Highway Safety Improvement Project, Federal Project No. HSIPL-5202(019), Project No. 7598, Plan No. P-722, Notice Inviting Bids, **Instructions to Bidders, Contractor's** Proposal, Contract/Agreement, Special Provisions, Technical Provisions, and all modifications and amendments thereto.

2. CONTRACTOR shall perform everything required to be performed, shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the following work of improvement: Traffic Signal Modifications - 9 Locations Highway Safety Improvement Project, Federal Project No. HSIPL-5202(019), Project No. 7598, Plan No. P-722 (the "Work of Improvement") all in accordance with the Contract Documents and Contractor's Proposal dated - _____.

CONTRACTOR agrees to perform all the work and furnish all the materials at his own cost and expense necessary to construct and complete in a good and workman-like manner and to the satisfaction of the City Engineer of the CITY, the Work of Improvement in accordance with the plans, specifications, and Contract Documents (the "Specifications") therefore prepared by City's Engineering Department and adopted by the City Council.

3. CITY agrees to pay and CONTRACTOR agrees to accept in full payment for this Work of Improvement the stipulated sum of _____ (\$_____).

CITY agrees to make monthly payments and final payment in accordance with the method set forth in the Specifications.



CONSTRUCTION CONTRACT/AGREEMENT

4. CONTRACTOR agrees to commence construction of the Work of Improvement within ten (10) days after issuance of a Notice to Proceed, and to continue in a diligent and workman-like manner without interruption, and to complete the construction thereof within FIFTY (50) working days from the date the Notice to Proceed is issued.

5. Time is of essence of this Contract, and it is agreed that it would be impracticable or extremely difficult to ascertain the extent of actual loss or damage which the CITY will sustain by reason of any delay in the performance of this Agreement. It is, therefore, agreed that CONTRACTOR will pay as liquidated damages to the CITY the following sum: Three Thousand Two Hundred Dollars (\$3,200.00) for each day's delay beyond the time herein prescribed for finishing work. If liquidated damages are not paid, as designated by the CITY, the CITY may deduct the amount thereof from any money due or that may become due the CONTRACTOR under this Agreement in addition to any other remedy available to CITY. The CONTRACTOR shall not be assessed liquidated damages for any delay caused by the failure of a public utility to relocate or remove an existing utility required for the performance of this Contract.

6. The CONTRACTOR will pay, and will require all subcontractors to pay, all employees on the work of improvement a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determinations for this work. Travel and subsistence pay shall be paid in accordance with Labor Code Section 1773.8. The CONTRACTOR shall forfeit to the CITY, as penalty, Fifty Dollars (\$50.00) for each calendar day or portion thereof for each worker paid (either by him or any subcontractors under him) less than the prevailing rate described above on the work provided for in this Agreement, all in accordance with Section 1775 of the Labor Code of the State of California. CONTRACTOR, by executing this Agreement, hereby certifies that it shall adopt the current general prevailing Federal and/or State rates of wages applicable to the Work of Improvement.

7. The CONTRACTOR or SUBCONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract, or such other remedy as City deems appropriate.

8. Attention is directed to Section 7108.5 of the California Business and Professions Code, which requires a prime CONTRACTOR or SUBCONTRACTOR to pay any SUBCONTRACTOR not later than 10 days of receipt of each progress payment, unless otherwise agreed to in writing. In addition, Federal Regulation (49 CFR 26.29) requires a prime CONTRACTOR or SUBCONTRACTOR to pay a SUBCONTRACTOR no later than 30 days of receipt of each payment, unless any delay or postponement of payment among the parties takes place only for a good cause and with the prior written approval of the CITY. Section 7108.5 of the California Business and Professions Code also contains enforcement actions and penalties. These requirements apply to both DBE and non-DBE subcontractors.

CONSTRUCTION CONTRACT/AGREEMENT

Traffic Signal Modifications - 9 Locations Highway Safety Improvement Project, Federal Project No. HSIPL-5202(019), Job No. 7598, Plan No. P-722

9. Federal Regulation (49 CFR 26.29) requires the following method be used in federal-aid contracts to ensure prompt and full payment of any retainage kept by the prime CONTRACTOR or SUBCONTRACTOR to a SUBCONTRACTOR:

The CITY may hold retainage from the prime CONTRACTOR and provide for prompt and regular incremental acceptances of portions of the contract, pay retainage to prime CONTRACTORS based on the acceptances, and include a contract clause obligating the prime contract and subcontractors to pay all retainage owed to all SUBCONTRACTORS for satisfactory completion of the accepted work within 30 days after receipt of the retainage. This clause must require the prompt release of retainage payments from the prime CONTRACTOR to the SUBCONTRACTOR within a specified number of days after the **SUBCONTRACTOR'S work is** satisfactorily completed.

In the above method, a **SUBCONTRACTOR'S** work is satisfactorily completed when all tasks called for in the contract have been accomplished and documented as required by the CITY. The work of a SUBCONTRACTOR covered by that acceptance is deemed to be satisfactorily completed when the CITY has made an incremental acceptance of a portion of the contract work. Federal Regulation (49 CFR 26.29) also requires that any delay or postponement of payment among the parties may take place only for good cause, must have the prior written approval of the agency, and that appropriate means of enforcement such as those contained in Section 7108.5 of the California Business and Professions Code must be included in the contract.

10. In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and the CONTRACTOR shall not require more than eight (8) hours in a day from any person employed by him hereunder, except as provided in the Labor Code of the State of California. The CONTRACTOR shall adhere to Article 3, Chapter 1, Part 7 (Sections 1810, et seq.) of the Labor Code of the State of California, and it is agreed that the CONTRACTOR shall forfeit to the CITY as a penalty the sum of Fifty Dollars (\$50.00) for each worker employed in the execution of this Contract by the CONTRACTOR or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in violation of that article.

11. CONTRACTOR, by executing this Agreement hereby certifies:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's 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."

12. CONTRACTOR shall, prior to the execution of this Contract, furnish two bonds approved by the CITY, one in the amount of One Hundred Percent (100%) of the Contract price, to guarantee the faithful performance of the work, and one in the amount of One Hundred Percent (100%) of the Contract price to guarantee payment of all claims for labor and materials furnished. This Contract shall not become effective until such bonds are supplied to and approved by the CITY. CONTRACTOR shall, prior to the release of the performance and payment bonds or the retention payment, furnish a warranty performance and payment bond equal to at least ten percent of the final contract price or \$1,000, whichever is greater.

CONSTRUCTION CONTRACT/AGREEMENT

Traffic Signal Modifications - 9 Locations Highway Safety Improvement Project, Federal
Project No. HSIPL-5202(019), Job No. 7598, Plan No. P-722

IN WITNESS WHEREOF, the said CONTRACTOR and the CITY ADMINISTRATOR and CITY
CLERK of the CITY have caused the names of said parties to be affixed hereto, each in
triplicate, the day and year first above written.

CONTRACTOR

BY _____

Title

BY _____

Title

CITY OF SAN FERNANDO
A Municipal Corporation

NICK KIMBALL
CITY MANAGER

ATTEST:

JULIA FRITZ
CITY CLERK

APPROVED AS TO FORM:

RICHARD PADILLA
CITY ATTORNEY
OLIVAREZ MADRUGA, P.C.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that we, _____
as Principal, and _____ as Surety,
are held and firmly bound unto the CITY OF SAN FERNANDO, hereinafter called the Owner, in the sum of
_____ (\$_____)
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 _____ for _____
_____.

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 _____ day of _____, 2023, 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.

(Principal)

ATTEST:

(Address)

(By)

(Title)

ATTEST:

(Address)

(By)

(Title)

(To be filled in by Surety)

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

Total amount of premium charge is \$_____.

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:

PAYMENT (LABOR AND MATERIAL) BOND

KNOW ALL MEN BY THESE PRESENTS: that we, _____
as Principal, and _____ as Surety,
are held and firmly bound unto the CITY OF SAN FERNANDO, hereinafter called the Owner, in the sum of _____ (\$_____) 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 _____ for _____.

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 _____ day of _____, 2023, 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.

(Principal)

ATTEST:

(Address)

(By)

ATTEST:

(Address)

(By)

(Title)

(To be filled in by Surety)

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

Total amount of premium charge is \$_____.

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:

GENERAL PROVISIONS

PART I

SECTION 1 - TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

The provisions below shall supplement, but not replace, those provisions in Section 1 of the Standard Specifications.

Subsection 1-2 Terms and Definitions

Whenever in the Standard Specifications or in the Contract Documents the following terms are used, they shall be understood to mean the following:

Agency – The City of San Fernando

Applicable Law – All State, federal, and local laws, statutes, ordinances, codes, rules, and regulations governing the Work

Bid Item – An item of Work listed on the Bid Schedule

Board – The City Council of the City of San Fernando

City – The City of San Fernando

City Council – The City Council of the City of San Fernando

Contract Documents – As defined in Section 1 of the Contract

Contract Time – The number of Working Days stated in the Contract for the completion of the Work

County – County of Los Angeles, California

Detour – A temporary route for traffic (vehicular or pedestrian) around a closed portion of a road or travelway

Engineer – The City Engineer, acting either directly or through properly authorized agents. Such agents shall act within the scope of the particular duties entrusted to them

Estimated Quantities – The quantities of Work anticipated to be performed, as set forth in the Bid Schedule, designated as units or a lump sum

Excavation – Any operation in which earth, rock, or other material in the ground is moved, removed, or otherwise displaced by means of tools, equipment, or explosives in any of the following ways: grading, trenching, digging, ditching, drilling, augering, tunneling, scraping, cable or pipe plowing and driving, or any other way (Cal. Gov. Code § 4216)

Inspector – An authorized representative of the City, assigned by the City to make inspections of Work performed by or materials supplied by the Contractor

Notice of Completion – The notice authorized by Civil Code Section 9204

Notice to Proceed or Notice to Proceed with Construction – A written notice issued by the City to the Contractor that authorizes the Contractor to perform the Work

Notice to Procure – A written notice issued by the City to the Contractor that authorizes the Contractor to proceed with preconstruction requirements and the acquisition or purchase of materials that are to be incorporated into the Work and establishes the date of commencement of the Contract Time

Project – See term **"Work"** defined below

Punch List – A list of items of Work to be completed or corrected by the Contractor in order to complete the Work as specified in the Contract Documents

Shop Drawings – All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Subcontractor, manufacturer, supplier, or distributor, which illustrate how specific portions of the Work shall be fabricated or installed

State – The State of California

Submittal – Any drawing, calculation, specification, product data, samples, manuals, requests for substitutes, spare parts, photographs, survey data, traffic control plans, record drawings, Bonds or similar items required to be submitted to the City under the terms of the Contract

Traffic Engineer – The representative of the Engineer who is assigned traffic-related matters

Work – The construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, services provided or to be provided by the Contractor to **fulfill the Contractor's obligations**

Working Day – See Subsection 6-3.1 of the General Provisions

Subsection 1-3 Abbreviations

1-3.3 Institutions

The institutions listed in Section 1-3.3 of the Standard Specifications shall be supplemented by the list below:

<u>Abbreviation</u>	<u>Word or Words</u>
AAN	American Association of Nurserymen
AGCA	Associated General Contractors of America
APWA	American Public Works Association
CRSI	Concrete Reinforcing Steel Institute
CSI	Construction Specifications Institute
NEC	National Electric Code
NFPA	National Fire Protection Association

SCRRRA Southern California Rail Authority (Metrolink)
 SSS..... State of California Standard Specifications,
 Latest edition, Department of Transportation
 SSP..... State of California Standard Plans,
 Latest edition, Department of Transportation

Subsection 1-7 Award and Execution of the Contract

1-7.2 Contract Bonds

Add the following to the provisions of Subsection 1-7.2, **"Contract Bonds"**:

The Faithful Performance Bond shall remain in force until the date of recordation of the Notice of Completion. The Labor and Materials Bond shall remain in force until expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and until the expiration of the time within which a joint labor management committee may commence an action against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1771.2.

The warranty or maintenance Bond shall be valid for one year from the date of recordation of Notice of Completion by the County Recorder, in the amount of ten percent of the Contract Price. Other than the details listed herein, the warranty or maintenance Bond shall adhere to the requirements for Bonds in Section 1-7 of the Standard Specifications. Nothing herein shall abridge or amend Section 3-13.3 Warranty of the Standard Specifications or the related provisions in these Contract Documents.

All Bonds must be submitted using the required forms, which are in the Contract Documents, or on any other form approved by the City Attorney.

Contractor shall provide the following bonds:

1. Contracts over \$25,000 and less than \$100,000:

a. Payment Bond (materials and Labor). Prior to the commencement of work, a Payment Bond shall be required to be filed with the City for a public works contract involving an expenditure in excess of twenty-five thousand dollars (\$25,000) for the payment of labor and materials as set forth Public Contracts Code § 9950. The Payment Bond shall be in an amount not less than one-hundred percent (100%) of the total amount payable under the public works contract and shall comply with requirements of Public Contracts Code § 9554. The Payment Bond shall be issued by a California admitted Surety insurer using the forms set forth in the Contract Documents, or such other form approved by the City Attorney and shall remain in effect until expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and until the expiration of the time within which a joint labor management committee may commence an action against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1771.2..

- b. A Performance Bond is not required.
2. Contracts over \$100,000:
- a. Payment Bond. Prior to the commencement of work, a Payment Bond shall be required to be filed with the City for a public works contract involving an expenditure in excess of twenty-five thousand dollars (\$25,000) for the payment of labor and materials as set forth Public Contracts Code § 9950. The Payment Bond shall be in an amount not less than one-hundred percent (100%) of the total amount payable under the public works contract and shall comply with requirements of Public Contracts Code § 9554. The payment bond shall be issued by a California admitted Surety insurer using the forms set forth in the Contract Documents, or such other form approved by the City Attorney and shall remain in effect until expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and until the expiration of the time within which a joint labor management committee may commence an action against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1771.2.
- b. Performance Bond. Prior to the commencement of work, a Performance Bond shall be required to be filed with the City for a public works contract involving an expenditure in excess of one-hundred thousand dollars (\$100,000) for the faithful performance of the public works contract. The Performance Bond shall be in an amount not less than one-hundred percent (100%) of the total amount payable under the contract. The Performance Bond shall be issued by a California admitted Surety insurer using the forms set forth in the Contract Documents, or such other form approved by the City Attorney and shall remain in effective until the date of recordation of the notice of completion.
- c. Warranty Bond. Prior to the commencement of work, a Warranty Bond shall be required to be filed with the City for a public works contract involving an expenditure in excess of One-Hundred Thousand Dollars (\$100,000) guaranteeing the quality of the work performed and that the workmanship and materials are free from defect for a period of one year from the date of recordation of the notice of completion. The Warranty Bond shall be in an amount not less than ten percent (10%) of the total amount payable under the contract. The Warranty Bond shall be issued by a California admitted Surety insurer using the forms set forth in the Contract Documents, or such other form approved by the City Attorney.

Nothing herein shall abridge or amend Section 3-13.3 of the Standard Specifications or the related provisions in these Contract Documents.

SECTION 2 - SCOPE OF THE WORK

Subsection 2-1 Work to be Done

Add the following to the provisions of Subsection 2-1, "Work to be Done":

By mutual consent in writing of the **party's** signatory to the contract, alterations or deviations, increase or decreases, additions or omissions, in the plans and specifications may be made and the same shall in no way affect or make void the contract.

All work which is defective in its construction or deficient in any of the requirements of the Plans and Specifications shall be remedied or removed and replaced by the Contractor in an acceptable manner at his own expense. No compensation will be allowed for any work done beyond the lines and grades shown on the Plans or established by the Engineer. Upon failure on the part of the Contractor to comply with any order of the Engineer made under the provisions of this article, the Engineer and the City may cause the defective work to be remedied or removed and replaced at the expense of the Contractor.

Any unauthorized or defective work, defective material or workmanship or any unfaithful or imperfect work that may be discovered before final acceptance of work by the Board shall be corrected immediately with no extra charge even though it may have been overlooked in previous inspections and estimates or may have been caused due to failure to inspect the work.

Subsection 2-2 Permits

Add the following to the provisions of Subsection 2-2, **"Permits"**:

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidentals to the due and lawful prosecution of the work.

This includes obtaining all necessary permits and meeting all requirements as directed by SCRRA/Metrolink, the CPUC and its affiliate members, including but not limited to, licenses, paying all charges and fees, safety training, EIC flaggers, inspection, traffic control plan preparation and reviews and incidentals to the due and lawful prosecution of the work as required by SCRRA and its affiliate members.

SCRRA requirements - Contractor will need to provide the following to SCRRA which includes but not limited to:

1. SCRRA Encroachment Application (only sections 1-3 need to be filled out). See Appendix.
2. Completed and signed SCRRA Form 6 along with Insurance Certificates meeting SCRRA Parameters of Coverage as outlined on pages 11-15 of the Form 6. See Appendix or it may be found on their website at: https://www.metrolinktrains.com/globalassets/about/engineering/scrra_form_no_6.pdf
3. Insurance Certificates showing proof of coverages meeting SCRRA Form #6 Exhibit A Insurance Requirements.
4. Insurance Endorsements for the following: Additionally Insured, Waiver of Subrogation, Primary and Non-Contributory Coverage, CG 24 17 Contractual Liability-Railroads, 30 Day Notification of Insurance Cancellation and Non-Payment, and endorsements for each of the required coverages.

5. Traffic control plans, prepared, signed and stamped by a registered engineer. Plan shall include note: Add the following notes to the notes section of the plan: "Contractor to provide roadway flagger with stop paddles at crossing to prevent vehicles from queuing on the tracks; traffic control to be set up and taken down under the supervision of the SCRRA RWIC; SCRRA RWIC must be present at the crossing at all times during temporary traffic control activities; prior to start of work, workers to participate in a job safety briefing with the SCRRA RWIC and workers to fill out and discuss the SCRRA Risk Analysis Form during the briefing; and Traffic Control Devices must be a minimum of 25 feet away from the edge of the nearest track and cannot block the coverage of the RR Crossing Gates or visibility of the RR **Warning Devices.**" Please see attached link to our website for more information on Traffic Control Plan requirements <https://metrolinktrains.com/globalassets/about/engineering/4000-grade-xing.pdf>.
6. Site Specific Work Plan with the Checklist completed (see Appendix pages 1-2 of the Site Specific Work Plan PDF for the template for your use when creating a Site Specific Work Plan. Please complete the Checklist found on pages 3-5 of the PDF document).
7. Daily Schedule of Activities showing the number of work days, work hours, intersections/crossings to be worked on by day/week, etc.
8. Fees to cover: continued plan review, continued administration fee, flagging services, SCRRA safety training and, for any digging within the SCRRA RR ROW - Cable Signal Marking deposit as well. These costs are outlined on our ROE Schedule of Fees that may be found on our website at: https://www.metrolinktrains.com/globalassets/about/engineering/scrra_schedule_of_fees_for_third_party_construction.pdf

Payment for necessary permits, meetings and all requirements as directed by SCRRA/Metrolink, the CPUC and its affiliate members, including but not limited to, licenses, paying all charges and fees, safety training, EIC flaggers, inspection, traffic control plan preparation and plan check reviews and incidentals and furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved shall be considered as included in the contract unit prices bid for the various items of work involved, and no additional compensation will be allowed.

If the contractor has any questions on the above mentioned they may reach out to Eric Reese at (909) 667-8108 or via e-mail at, ReeseE@scrta.net and referencing the 6-digit SCRRA Project #882273.

Pursuant to State Bill 854, the following new requirements apply to all public works projects:

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the

time the contract is awarded. The website for contractor registration with the Department of Industrial Relations (DIR) is <https://efiling.dir.ca.gov/PWCR>; the annual non-refundable fee, valid July 1 through June 30 (state fiscal year), is \$300.

Contractors who are awarded a public works project must submit electronic payroll records to the DIR's Compliance Monitoring Unit (CMU) in addition to providing wet-ink original copies to the City or its designated labor compliance enforcement officer.

All excess dirt and construction debris shall be hauled away from job site each day.

Existing improvements damaged or removed without written authorization shall be replaced by the contractor at no cost to the City. The contractor shall leave the work area in the same or better condition as compared to before beginning contract work.

Subsection 2-5 The Contractor's Equipment and Facilities

Add the following to the provisions of Subsection 2-5, "The Contractor's Equipment and Facilities":

The use of excessively loud equipment and warning signals shall be avoided, except in those cases required for the protection of personnel.

Subsection 2-6 Changes Requested by the Contractor

Add the following to the provisions of Subsection 2-6, "Changes Requested by the Contractor":

New or unforeseen work will be classified as Extra Work when the Engineer determines that it is not covered by Contract Unit Prices or Stipulated Unit Prices. If the Contractor alleges that instructions issued after the date of the Contract will result in increases to the Contract Price or Contract Time, if latent or unforeseen conditions require modification of the Contract Documents, or the Contractor otherwise becomes aware of the need for or desirability of a change in the Work, a **Change Order Proposal ("COP") may be submitted to the City** in writing, using the forms provided herein in Subsection 2-11.2 of the General Provisions, and must specify the reasons for such change, including relevant circumstances and impacts on the construction schedule. The Contractor may request additional compensation and/or time through a COP but not for instances that occurred more than ten calendar days prior to the COP. **The Contractor's failure to initiate** a COP within such period shall be deemed a waiver of the right to adjustment of the Contract Price or the Contract Time for the alleged change, unless such waiver is prohibited under state law. Any COP that is approved by the City will be incorporated in a Change Order or Construction Change Directive. If the City determines that the Work in question is not a change, the City shall issue a Work Directive, ordering the Contractor to proceed with the Work without delay. If the COP is denied but the Contractor believes that it does have merit, the Contractor may submit a claim to the City.

All authorized alterations affecting the requirements and information given on the approved plans shall be in writing. No changes shall be made of any plan or drawing after the same has been approved by the Engineer, except by written direction of the Engineer. Should it appear that the work to be done, or any matter relative thereto is not sufficiently detailed or explained in these Specifications, Special Provisions, Technical Provisions, or Plans, the contractor shall apply to the Engineer for such further explanations as may be necessary and shall conform to such explanation or interpretation as part of the original specifications. In the event of doubt or

questions relative to the true meaning of the specifications, reference shall be made to the City Council, whose decision thereon shall be final.

Record Drawings:

All corrections on record drawings shall be done in red ink. Record drawings shall be a control set of the construction plans kept on the site for **daily recording of "as built" conditions**. Show dimensioned location of all buried facilities, such as drains, sumps, pipe, valves, electrical conduit, and irrigation wire.

Dimensions must be taken from above ground permanent, architectural objects, not plants or irrigation heads. All dimensions, notes, etc., shall be legible.

Record drawing shall be reviewed prior to all progress payment requests and submitted prior to final inspection.

Subsection 2-7 Changes Initiated by the Agency

Add the following to the provisions of Subsection 2-7, "Changes Initiated by the Agency":

The City reserves the right, without notice to the Surety, to increase or decrease the quantity of any item or portion of the Work described in the Contract Documents or to alter or omit portions of the Work so described, as may be deemed necessary or expedient by the Engineer, without in any way making the Contract void. Such increases, alterations or decreases of Work shall be considered and treated as though originally contracted for, and shall be subject to all the terms, conditions and provisions of the original Contract. The Contractor shall not claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease, alteration or omission of any kind of Work to be done.

2-7.1 General.

Add the following paragraphs at the end of Subsection 2-7.1:

The City reserves the right to make changes in the Work, including the elimination of any Bid Item, after execution of the Contract and without invalidating the Contract by:

- A. Change Order approved by the City Council, City Manager, Public Works Director, or City Engineer (dollar value of approval authority for each as per City policy); or
- B. Construction Change Directive approved by the City Council, City Manager, Public Works Director, or City Engineer (dollar value of approval authority for each as per City policy);

A change that causes the total value of all changes to exceed the Contract contingency amount established at the time of award of the Contract must be approved by the City Council. No payments in excess of the original Contract Price will be made until a Change Order is approved in the normal course of business. The City may, at any time, without notice to the Contractor's surety(ies), order changes in the Work within the general scope of the Contract. Such changes in the Work shall not relieve or release the surety(ies) of its(their) obligations under the Performance and Payment Bonds issued for the Project. Changes in the Work made pursuant to this Article 3 shall in no way release any guarantee or warranty provided by the Contractor.

The City may issue a Change Order Proposal Request ("COPR"), in writing, to the Contractor, describing a proposed change to the Work and requesting that the Contractor submit an **itemized Change Order Proposal ("COP")** to the City, using the forms provided herein in Subsection 2-11.2 of the General Provisions, within ten calendar days **after the City's issuance** of the COPR. If the Contractor fails to submit a COP within such period of time, it shall be presumed that the change described in **the City's COPR will not result** in an increase to the Contract Price or Contract Time and the change shall be performed by the Contractor without such increases. A COPR does not authorize the Contractor to commence performance of the changed work. The Contractor shall not perform any change until receipt of the City's written approval. If the City **approves the Contractor's COP**, City shall issue a Change Order.

Whenever a change is pending, the Contractor shall notify the City if it is necessary to halt other Work in the area of the change that would be affected thereby, until such time as the change is authorized.

Any change to the Contract Price shall be in a sum mutually agreed to by the Contractor and the City. When the cost for Extra Work cannot be agreed upon, the City will pay for Extra Work based on the accumulation of costs as provided for in Subsection 7-4, **"Payment For Extra Work," of the Standard Specifications** and the General Provisions.

2-7.1.1 Change Order

A Change Order is a written instrument prepared by the City and signed by the City and the Contractor, stating their agreement upon all of the following:

- A. The scope of the change in the Work;
- B. The amount of the adjustment, if any, in the Contract Price; and
- C. The extent of the adjustment, if any, in the Contract Time.

2-7.1.1.1 Accord and Satisfaction.

The Contractor's agreement on any Change Order shall be a full compromise and settlement of all adjustments to the Contract Time and Contract Price, and compensation for any and all delay, extended or additional field and home office overhead, disruption, acceleration, inefficiencies, lost labor or equipment productivity, differing site conditions, construction interferences, and other extraordinary or consequential damages (hereinafter called **"Impacts"**), including any ripple or cumulative effect of the Impacts on the overall Work under the Contract arising directly or indirectly from the performance of Work described in the Change Order. By execution of any Change Order, the Contractor agrees that the Change Order constitutes a complete accord and satisfaction with respect to all claims for schedule extension, Impacts, or any costs of whatsoever nature, character or kind arising out of or incidental to the Change Order. No action, conduct, omission, product failure, or course of dealing by the City shall act to waive, modify, change, or alter the requirement that Change Orders must be in writing, signed by the City and the Contractor, and that such written Change Orders are the exclusive method for effectuating any change to the Contract Sum and/or Contract Time.

Subsection 2-10 Disputed Work

Add the following to the provisions of Subsection 2-10, "Disputed Work":

- A. In accordance with Public Contract Code Section 20104, and for the purposes of Paragraphs B only, the term **"Defined Claim"** shall mean a separate demand by the Contractor to the Owner of a value of \$375,000 or less, for any of the following: (a) a time extension, (b) payment of money or damages arising from work done by the Contractor pursuant to the Contract Documents and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (c) an amount of payment which is disputed by the Owner.
- B. RESOLUTION OF DEFINED CLAIMS Pursuant to Sections 20104 et seq., of the Public Contracts Code, the provisions of this Paragraph B shall apply to all **"Defined Claims,"** as such term is defined in Paragraph A (i.e., claims that are in the amount of \$375,000 or less).

Filing and Response to Defined Claim

The Defined Claim shall be in writing, include the documents necessary to substantiate the Defined Claim, and be filed with the Owner on or before the date of the final payment for the work.

If the Defined Claim is less than \$50,000, the new Owner shall respond in writing to the Defined Claim within 45 days of its receipt; or the Owner may request in writing within 30 days of receipt of the Defined Claim any additional documentation supporting the Defined Claim or relating to defenses or claims the Owner may have against the Contractor, and in such event the Owner's response shall be submitted to the Contractor within the later of 15 days after the receipt of the further documentation, or the time taken by the Contractor in producing the additional information.

If the Defined Claim is over \$50,000, the Owner shall respond in writing to the Defined Claim within 60 days of its receipt, or the Owner may request in writing within 30 days of receipt of the Defined Claim any additional documentation supporting the Defined Claim or relating to defenses or claims the Owner may have against the Contractor, and in such event the Owner's response shall be submitted to the Contractor within the later of 30 days after the receipt of the further documentation, or the time taken by the Contractor in producing the additional information or requested documentation.

Meet and Confer Regarding Defined Claim

If the Contractor disputes the Owner's written response, or if the Owner fails to respond within the prescribed time, to the Defined Claim, the Contractor may notify the Owner in writing within 15 days and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of the demand, the Owner shall schedule a meet and confer conference within 30 days. If the claim or any portion thereof remains in dispute following the meet and confer conference, the Contractor may file a claim pursuant to Government Code Section 900, et seq. For purposes of this Paragraph B, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits the Defined Claim until the time such Defined Claim is denied, including any period of time utilized by the meet and confer conference.

Procedures for Civil Actions Filed to Resolve Defined Claims

The following procedures shall apply to any civil action filed pursuant to this Paragraph B:

Non-Binding Mediation Within 60 days, but no earlier than 30 days, following the filing of responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator and shall be commenced within 30 days of the submittal and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

Judicial Arbitration If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Section 1141.10, et seq., of the Code of Civil Procedure, notwithstanding Code of Civil Procedure Section 1141.11. The civil discovery procedures of Code of Civil Procedure Section 2016, et seq., shall apply, consistent with the rules pertaining to judicial arbitration. In addition to the provisions of Code of Civil Procedure Section 1141.10, et seq., (a) arbitrators shall, upon stipulation of the parties, be experienced in construction law, and (b) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees, also pay the **attorney's** fees on appeal of the other party.

Interest on Award of Judgment In any suit filed pursuant to Paragraph (G)3.2, the Owner shall pay interest at the legal rate on any arbitration award or judgment, which interest shall begin to accrue on the date the suit is filed in a court of law.

- C. RESOLUTION OF CLAIMS OTHER THAN DEFINED CLAIMS The provisions of this Paragraph C shall apply to all claims that are not **"Defined Claims,"** as such term is defined in Paragraph A (i.e., claims that are in excess of \$375,000.00).

Written Claim

If the Contractor is not satisfied with any action by the City Council to resolve the protest of any claim other than a Defined Claim, it shall file with the City Council, within fifteen (15) days after such determination, a written claim which shall comply with the requirements for a claim under Division 3.6 of Title 1 (commencing with Section 810) of the California Government Code. The City Council shall take action with respect to any such claim as provided in Division 3.6 of Title 1 of the Government Code. Denial of such claim by the City Council shall be a prerequisite to the institution of any legal proceeding challenging the action of the City Council. If the Contractor fails to file a claim within the time specified herein, it shall be deemed satisfied with the action of the City Council with respect to its protests, and such failure to file a claim shall be deemed to be a waiver of all claims and demands arising out of or relating to this Contract.

Limitation Period

Demand for Arbitration of any claim other than a Defined Claim shall be served upon the Owner within the time limits set forth in Division 3.6 of the California Government Code for commencement of legal proceedings against a local public agency.

Arbitration

Except as provided to the contrary herein, arbitration of any claim other than a Defined Claim may be initiated by the Contractor and shall be conducted in accordance with the provisions of California Code of Civil Procedure Sections 1280, et seq. The parties hereto

agree that there shall be a single neutral Arbitrator who shall be selected in the following manner: (1) The Demand for Arbitration shall include a list of five names of persons acceptable to the Contractor to be appointed as Arbitrator. The Owner shall determine if any of the names submitted by Contractor are acceptable and, if so, such person will be designated as Arbitrator; (2) In the event that none of the names submitted by Contractor are acceptable to Owner or if for any reasons the Arbitrator selected in Step (1) is unable to serve, the Owner shall submit to Contractor a list of the five names of persons acceptable to Owner for appointment as Arbitrator to Contractor who shall in turn have 10 days in which to determine if one such person is acceptable; (3) If after Steps (1) and (2) the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the Los Angeles County Superior Court pursuant to Code of Civil Procedure Section 1281.6.

SECTION 3 – CONTROL OF THE WORK

The provisions below shall supplement but not replace those provisions in Section 3 of the Standard Specifications, unless specifically noted below.

Subsection 3-1 Assignment

Any purported assignment without written consent of the City shall be null, void, and of no effect, and the Contractor shall hold harmless, defend and indemnify the City and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from or relating to any unauthorized assignment.

If the City opts to consent to assignment, the City's consent shall be contingent upon: (1) a letter from the Surety agreeing to the assignment and assigning all of the Bonds to the assignee without any reduction, or the assignee supplying all new Bonds in the amounts originally required under the Contract Documents; and (2) the assignee supplying all of the required insurance in the amounts required in the Contract Documents. Until the Surety assigns all of the Bonds or the assignee supplies all of the new Bonds, and until the assignee supplies all of the required insurance, an assignment otherwise consented to in writing by the City shall not be effective. Even if the City consents to assignment, no assignment shall relieve the Contractor of liability under the Contract.

Subsection 3-3 Subcontractors

Add the following paragraphs:

Subcontractors shall be listed by the Bidder in accordance with these specifications and must be properly licensed under the laws of the State of California for the type of work which they are to perform. Copies of all Subcontracts shall be made available to the Engineer, upon request.

A Subcontractor whose prosecution of the work is not satisfactory shall be terminated immediately by the Contractor upon the receipt of a written notice by the Engineer. Subcontractors whose work was determined to be unsatisfactory shall not be allowed to perform any work on the job site.

Subsection 3-5 Inspection

The Contractor shall arrange and pay for all off-site inspection of the Work required by any ordinance or governing authorities. The Contractor shall also arrange and pay for other inspections, including tests in connection therewith, as may be assigned or required.

Note: SCRRA/Metrolink and CPUC are requiring the contractor to contact each agency PRIOR TO the completion of each intersection that is connected to the railroad crossing, for a field walk and inspection to ensure the communication and operation between the traffic signal and crossing is satisfactory.

Add the following paragraphs:

An inspector shall in no case act as foreman or perform other duties for the Contractor, nor interfere with the Contractor's management of the Work. Any advice which an inspector may give the Contractor shall not be binding to the Engineer or to the City, or release the Contractor from fulfilling all the terms of the Contract.

No partial payment, inspection, taking possession of, or other act made or done by the Engineer or the City with respect to the work prior to final completion and acceptance thereof shall affect or prejudice the right of the Engineer or the City to reject any defective work or material or to require the complete fulfillment of all the provisions of the Contract.

If the Engineer deems it expedient and not in the best interest of the City to correct work injured or done not in accordance with the Contract, the defective work may be accepted subject to an equitable deduction from the Contract Price which may be made therefor by the City upon certification from the Engineer.

Reexamination of any work may be ordered by the Engineer at any time prior to final acceptance and, if so ordered, the work must be uncovered by the Contractor. If such work be found in accordance with the Contract, the City will pay the cost of reexamination and replacement. If such work be found defective or not in accordance with the Contract, the Contractor shall pay such costs.

Inspection work requested by the contractor outside of the prescribed working hours shall be paid by **the contractor at the City's** overtime rate.

Subsection 3-7 Contract Documents3-7.1 General.

In addition to the requirements under Section 3-7.1 in the Standard Specifications, the Contractor shall maintain a control set of Plans and Specifications on the Project site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on the control set to show the as-built conditions. This control set of Plans shall also be edited for all Addenda, Requests for Information, Change Orders, field changes not involving cost, and any other variation that occurred during construction. Upon completion of all Work, the Contractor shall return the control set to the Engineer. Final payment will not be made until this requirement is met.

Where a work feature is shown on the drawings or identified in the Specifications but is not specifically indicated as an item in the Bid Schedule, and there is no ambiguity regarding the requirement to construct, install, or construct and install that work feature, the Contractor is required to complete the work feature. All costs to the Contractor for constructing, installing, or both constructing and installing such a work feature shall be included in the Bid Proposal.

3-7.2 Precedence of the Contract Documents.

The following shall replace Section 3-7.2:

With regard to Section 3-7.2 in the Standard Specifications, the General Provisions shall control over the Special Provisions, and the Notice Inviting Bids and Instructions to Bidders (in that order) shall control over the Bid Proposal, such that the order of precedence shall be as follows:

1. Requirements of law
2. Permits issued by regulatory agencies with jurisdiction
3. Change Orders and Supplemental Agreements, whichever occurs last
4. Contract
5. Addenda
6. Notice Inviting Bids
7. Instructions to Bidders
8. Bid Proposal
9. General Provisions
10. Special Provisions
11. Plans
12. Standard Plans
13. Standard Specifications
14. Reference Specifications

3-7.2.1 Traffic Signal Work.

Except as otherwise specified in the General Provisions or on the Plans, all Work relating to traffic signal modification, including all equipment, materials, components, and the installation thereof, shall be in accordance with the **City's** Technical Provisions for traffic signals, latest edition of the State Standard Plans in effect and published at the Bid Deadline and Section 86 "Electrical Work" and Section 87 "Electrical Systems" of the latest edition of the State Standard Specifications in effect and published at the Bid Deadline, unless otherwise indicated in the Technical Provisions. With respect to traffic signal Work, the order of precedence, from highest to lowest, shall be: City Technical Provisions, Plans, Sections 86 & 87 of the State Standard Specifications, State Standard Plans, and Standard Specifications.

Subsection 3-8 Submittals

3-8.1 General.

The following paragraphs shall be added following the third paragraph:

The Contractor shall, at its own expense, transmit to the Engineer for review and acceptance, working drawings, shop drawings, supporting information, and/or other available instructive and descriptive information from the manufacturer, when and as required by the Plans or General Provisions or requested by the Engineer. Shop drawings will not be required for standard items

in common use for which adequate **manufacturers' literature** is available unless otherwise required by the Engineer.

The Contractor shall consecutively number, thoroughly check, approve and sign each submittal and transmit the submittals to the Engineer for review. In the event that certain submittals are submitted without the Contractor's approval signature or are unacceptable to the City, they shall be rejected by the Engineer. The Contractor shall thereafter correct the submittals and resubmit.

In the event that in the process of development of the submittals it is discovered that there are defects and/or errors on the Plans that result in conflict between the Plans and the submittals, or if the submittals show variation from the Plans or other Contract Documents, the Contractor shall thoroughly describe and explain any defects and/or conflicts in its transmittal letter to the Engineer.

The Engineer's review of the submittals will be for general design and arrangement only, and shall not relieve the Contractor from responsibility for errors of any sort in the submittals or of the responsibility for executing the work in accordance with the Contract Documents. The Contractor shall be solely responsible for the correctness of the submittals, for shop fits and field connections, and for the results obtained by use of such submittals. The Contractor shall verify and be fully responsible for all dimensions and job-site conditions affecting the Work and shall be responsible for furnishing and installing the proper materials required by the Contract Documents.

The Contract Time will not be extended due to the failure of the Contractor to provide submittals as required by the Contract Documents in a timely manner.

Subsection 3-9 Subsurface Data

Add the following to Section 3-9:

If the City or its consultants have made investigations of subsurface conditions in areas where the Work is to be performed, such investigations shall be deemed made only for the purpose of study and design. If a geotechnical or other report has been prepared for the Project, the Contractor may inspect the records pertaining to such investigations subject to and upon the conditions hereinafter set forth. The inspection of the records shall be made in the office of the Engineer. It is **the Contractor's sole** responsibility to determine whether such investigations exist, and the City makes no affirmative or negative representation concerning the existence of such investigations.

The records of any such investigations are made available solely for the convenience of the Contractor. It is expressly understood and agreed that the City, the Engineer, their agents, consultants or employees assume no responsibility whatsoever with respect to the sufficiency or accuracy of any investigations, the records thereof, and the interpretations set forth therein. No warranty or guarantee is expressed or implied that the conditions indicated by any such investigations or records are representative of those existing in the Project area. The Contractor agrees to make such independent investigations and examination as necessary to be satisfied of the conditions to be encountered in the performance of the Work.

The Contractor represents that it has studied the Plans, Specifications and other Contract Documents, and all surveys and investigation reports of subsurface and latent physical conditions, has made such additional surveys and investigations as necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents, and that it has correlated the results of all such data with the requirements of the Contract Documents. No claim of any kind shall be made or allowed for any error, omission or claimed error or omission, in whole or in part, of any geotechnical exploration or any other report or data furnished or not furnished by the City.

Subsection 3-10 Surveying

The Contractor shall verify all dimensions on the drawings and shall report to the City any discrepancies before proceeding with related Work. The Contractor shall perform all survey and layout Work per the benchmark information on the Project Plans. All surveying Work must conform to the **Professional Land Surveyors' Act** (Business and Professions Code Section 8700 *et seq*). All Project surveying **notes and "cut-sheets" are to be** provided to the City after the completion of each surveying activity and all final surveying notes shall be provided before final payment to the Contractor.

Construction stakes shall be set and stationed by the Contractor at its expense. Unless otherwise indicated in the Special Provisions, surveying costs shall be included in the price of items bid. No separate payment will be made. Re-staking and replacement of construction survey markers damaged as a result of the Work, vandalism, or accident shall be at the **Contractor's expense**.

Construction Stakes and Monumentation

Unless otherwise provided in the Special Provisions, lines and grades for construction shall be the responsibility of the Contractor, with the following provisions:

Prior to removal of improvements, the Contractor shall verify line and grades shown on the plans. The Contractor is responsible to identify any survey inconsistencies. Any questionable grade, elevation, or location shall be brought to the immediate attention of the Engineer in writing for clarification prior to construction.

All work under this contract shall be built in accordance with the lines and grades shown on the plans. Field survey for establishing these and for the control of construction staking, shall be under the supervision of a California-licensed Civil Engineer or Land Surveyor, as allowed by law. Staking shall be performed on all items ordinarily requiring grade and alignment, at intervals normally accepted by the agencies and trade involved.

The Contractor shall provide a copy of the **Land Surveyor's office** calculations and grade sheets to the Engineer. The Contractor shall be responsible for any error in the finished work and shall notify the Engineer within one (1) working day of any discrepancies or design errors discovered during staking.

Payment for construction surveying, construction staking, professional services, office calculations, furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved shall be considered as included in the contract unit prices bid for the various items of work involved, and no additional compensation will be allowed.

The work required to re-set survey monuments (Spike & Washer or Lead & Tag) and to adjust existing monument frames and covers to grade shall conform to Section 3-10 of the Greenbook, and in compliance with the Professional Land Surveyors' Act (Business and Professional Code, Chapter 15, Division 3, Section 8771), and as directed by the Engineer.

All work shall be performed by, or under direct supervision of, and all documents shall be signed and sealed by either a Civil Engineer or a Land Surveyor registered with the State of California.

Prior to start of construction, the Contractor shall inventory all existing survey monuments and ties; a copy of this inventory shall be submitted to the Engineer. Submitted documents shall include field notes and sketches which must contain existing information of centerline, control points, survey monuments and swing ties to be replaced such as existing L.S. No. or R.C.E. No., Per Parcel Map, or Tract Map, and other related information.

The Contractor shall obtain prior approval from the Engineer before setting new survey monuments and ties.

New survey monuments shall be set on new **pavement surface with a 2.5"** (minimum) P.K. nail, spike, or equal and brass washer with an R.C.E. or a L.S. tag. Four (4) new control lead and tack swing ties shall be set on top of curb for each new survey monument.

If existing notches of a monument are on the manhole ring, said notches must be ground out after a new PCC collar is constructed around the manhole. The Contractor shall provide four points (monuments) of four-foot tangent over ties. Requirements shall be per the preceding paragraph.

If the Contractor fails to set new survey monuments and ties, the City will perform said work and deduct all its related costs from the contract. The deduction shall include the cost of all the City personnel time involved.

The Contractor must submit a record of survey and a corner record for each new survey monument and ties to the office of the Los Angeles County Surveyor for approval and then submit all approved monument documents to the City before final payment can be processed.

The City reserves the right to delete this item of work at no additional cost.

Subsection 3-11 Contract Information Signs

Section 3-11 of the Standard Specifications shall not be incorporated, and shall instead be replaced with the following:

The names, addresses and specialties of the Contractor, Subcontractors, architects or engineers may not be displayed on any signage within the public right-of-way. This signage prohibition includes advertising banners hung from truck beds or other equipment.

Subsection 3-12 Worksite Maintenance

Add the following to the end of 3-12.1 General:

Clean-up shall be done as Work progresses at the end of each day and thoroughly before weekends. The Contractor shall not allow the Work site to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition throughout the construction operation. Materials which need to be disposed shall not be stored at the Project site, but shall be removed by the end of each Working Day. If the job site is not cleaned to the satisfaction of the Engineer, the cleaning will be done or contracted by the City and shall be back-charged to the Contractor and deducted from the Contract Price.

The Contractor shall make arrangements for storing its equipment and materials. The Contractor shall make its own arrangements for any necessary off-site storage or shop areas necessary for the proper execution of the Work. Approved areas within Work site may be used for temporary storage; however, the Contractor shall be responsible for obtaining any necessary permits from the City. In any case, the **Contractor's equipment** and personal vehicles of the **Contractor's employees shall not** be parked on the traveled way or on any section where traffic is restricted at any time.

The Contractor shall deliver, handle, and store products in accordance with the **manufacturer's** written recommendations and by methods and means that will prevent damage, deterioration, and loss including theft. Delivery schedules shall be controlled to minimize long-term storage of products at the Project site and overcrowding of construction spaces. In particular, the Contractor shall provide delivery and installation coordination to ensure minimum holding or storage times for products recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other sources of loss.

Storage shall be arranged to provide access for inspection. The Contractor shall periodically inspect to ensure products are undamaged and are maintained under required conditions.

The Contractor shall promptly remove from the vicinity of the completed Work, all rubbish, debris, unused materials, concrete forms, construction equipment, and temporary structures and facilities used during construction. Final acceptance of the Work by the City will be withheld until the Contractor has satisfactorily complied with the foregoing requirements for final clean-up of the Project site.

All costs associated with the clean-up and storage required to complete the Project shall be the sole responsibility of the Contractor.

Pursuant to the provisions of Section 3-12 and Section 5-7 and 600 of the Standard Specifications and these General Provisions, the Contractor is responsible for Project site maintenance and for public convenience and safety. Payment for compliance with these provisions is considered as included in the prices bid for other contract items.

The City, however, to maintain good public relations, may deem it necessary to require special Project site maintenance and public convenience and safety actions and work to be performed by the Contractor that are over and above those required by the provisions of Section 3-12 and Section 5-7 and 600 of the Standard Specifications and these General Provisions.

These actions and work shall be as directed by the Engineer in writing and payment for compliance therewith shall be on a cost plus basis for extra work per Section 7-4 of the

Standard Specifications and applied against the not-to-exceed bid item for **"Special Project Site Maintenance and Public Convenience and Safety."**

The first sentence of Section 3-12.4.2 shall not be incorporated, and shall instead be replaced with the following:

Construction materials and equipment shall not be stored in Streets, roads, or highways unless otherwise specified in the Special Provisions or approved by the Engineer.

Add the following to Section 3-12.6.1 General:

The Contractor shall comply with the requirements of 3-12.6 and shall conduct his/her operations so as to prevent Portland cement, mud, silt, or other materials from entering the surface drainage structures of the adjoining street and any underground storm drainage system. Contractor shall comply with the requirements of project specific Erosion Control Plans included in the Plans.

In addition to complying with all applicable federal, state and local laws and regulations, the Contractor shall take note of the National Pollution Discharge Elimination System (NPDES) Requirements. The Contractor shall take all precautionary actions and implement all necessary Best Management Practices (BMPs) to prevent polluted discharges to any portion of the storm drain conveyance system including discharge of pollutants from activities such as paving operations, concrete waste washouts, cold-milling, and vehicle and equipment fueling from entering storm drain systems. At the minimum, the following shall be implemented:

- Handle, store, and dispose of materials properly
- Avoid excavation and grading activities during wet-weather
- Construct diversion dikes and drainage swales around working sites
- Cover and seal catch basins if work in their vicinity may allow debris or deleterious liquids to enter
- Never wash excess material from aggregate, concrete, or equipment onto a street
- Catch drips from paving equipment with drip pans or absorbent material
- Clean up all spills using dry methods

3-12.6.5 Payment.

Replace the subsection with the following:

Full compensation for the implementation of BMPs, construction, removal, and the furnishing of all necessary labor, equipment, and materials, shall be considered as included in the other items of work and no additional payment will be made therefor.

Subsection 3-13 Completion, Acceptance and Warranty

Add the following to Section 3-13:

The Contractor shall complete all Work under the Contract within the stipulated Working Days from the Notice to Proceed, as stated in the Contract. The Contractor shall not be allowed to

begin any construction activity at the site before the issuance of the Notice to Proceed. Between the period of the Notice of Award and Notice to Proceed, the Contractor shall process Shop Drawings and begin procuring equipment and materials.

3-13.2 Acceptance.

The Project will not be considered complete and ready for City Council direction to staff regarding recordation of the Notice of Completion until all Work required by the Contract Documents has been fully completed in compliance with the Contract Documents and all Applicable Laws including, but not limited to, correction or completion of all punch list items, the Work site is cleaned up in accordance with Section 3-12 of the Standard Specifications, the General Provisions, and the Special Provisions, and all of the following items have been received by the Engineer:

1. A form of Notice of Completion, with all information required by the California Civil Code;
2. All written guarantees, warranties, and special warranties if applicable;
3. **All "as-builts" and record drawings;**
4. Duly completed and executed forms of Unconditional Waiver and Release Upon Final Payment and Declaration to Procure Final Payment from the Contractor, Subcontractors of any tier, suppliers, and other person eligible to file stop notices in connection with the Work, covering the final payment period; and
5. Duplicate copies of all operating instructions and **manufacturer's** operating catalogs and data, together with such field instructions as necessary to fully instruct City personnel in correct operation and maintenance procedures for all equipment installed listed under the electrical, air conditioning, heating, ventilating and other trades. This data and instructions shall be furnished for all equipment requiring periodic adjustments, maintenance or other operation procedures.

The Contractor shall allow at least seven Working Days notice for final inspection. Such notice shall be submitted to the Engineer in writing.

Final inspection and recommendation of completion by the Engineer does not constitute acceptance of the project. The contractor remains responsible for the project until acceptance of the work by the City Council.

3-13.3 Warranty.

For the purposes of the calculation of the start of the warranty period, the Work shall be deemed to be completed upon the date of recordation of the Notice of Completion. If that direction is contingent on the completion of any items remaining on a punchlist, the Work shall be deemed to be completed upon the date of the Engineer's acceptance of the final item(s) on that punchlist.

The Contractor shall repair or replace defective materials and workmanship as required in Section 3-13.3 of the Standard Specification at its own expense. Additionally, the Contractor agrees to defend, indemnify and hold the City harmless from claims of any kind arising from damage, injury or death due to such defects.

The parties agree that no certificate given shall be conclusive evidence of the faithful performance of the Contract, either in whole or in part, and that no payment shall be construed to be in acceptance of any defective Work or improper materials. Further, the certificate or final payment shall not terminate **the Contractor's** obligations under the warranty herein. The

Contractor agrees that payment of the amount due under the Contract and the adjustments and payments due for any Work done in accordance with any alterations of the same, shall release the City, the City Council and its officers and employees from any and all claims or liability on account of Work performed under the Contract or any alteration thereof.

SECTION 4 - CONTROL OF MATERIALS

Subsection 4-1 General

Add the following to the provisions of Subsection 4-1, "General":

The provisions below shall supplement but not replace those provisions in Section 4-1 of the Standard Specifications, except that Subsection 4-4 shall be replaced in its entirety.

The first paragraph of Section 4-1 is replaced with the following:

Wherever applicable, materials shall conform to the latest Standards of the American Society for Testing Materials. All workmanship in the fabrication, assembly and construction of materials and equipment shall be neat and workmanlike in every respect. All equipment offered shall be of the manufacturer's latest design.

The Contractor and all Subcontractors, suppliers, and vendors shall guarantee that the Work will meet all requirements of this Contract as to the quality of materials, equipment, and workmanship.

4-1.1 Property Rights in Materials.

Nothing in the Contract shall be construed as vesting in the Contractor any right, title, or interest in material used in the Work after it has been attached or affixed to the Work or the soil. All such material shall become the property of the City upon being so attached or affixed.

4-1.3 Inspection Requirements

At the option of the Engineer, the source of supply of each of the materials shall be approved by the Engineer before delivery is started and before such material is used in the work. Representative preliminary samples of the character and quality prescribed shall be submitted by the contractor or producer of material to be used in the work, for testing or examination as desired by the Engineer. All tests of industry materials furnished by the contractor shall be made in accordance with commonly recognized industry standards or special methods and tests as prescribed in these specifications.

The Contractor shall furnish such samples of materials as are requested by the Engineer, without charge. No material shall be used until it has been approved by the Engineer. Samples will be secured and tested whenever necessary to determine the quality of material.

Subsection 4-2 Protection

Add the following at the end of Subsection 4-2:

Materials shall not be stored in the right-of-way unless written permission is given by the Engineer.

Subsection 4-3 Inspection

The Contractor shall arrange and pay for all inspection of the Work required by any ordinance or governing authorities. The Contractor shall also arrange and pay for other inspections, including tests in connection therewith, as may be assigned or required.

Add the following paragraphs:

4-3.1 General

An inspector shall in no case act as foreman or perform other duties for the Contractor, nor interfere with **the Contractor's management** of the Work. Any advice which an inspector may give the Contractor shall not be binding to the Engineer or to the City, or release the Contractor from fulfilling all the terms of the Contract.

No partial payment, inspection, taking possession of, or other act made or done by the Engineer or the City with respect to the work prior to final completion and acceptance thereof shall affect or prejudice the right of the Engineer or the City to reject any defective work or material or to require the complete fulfillment of all the provisions of the Contract.

If the Engineer deems it expedient and not in the best interest of the City to correct work injured or done not in accordance with the Contract, the defective work may be accepted subject to an equitable deduction from the Contract Price which may be made therefor by the City upon certification from the Engineer.

Reexamination of any work may be ordered by the Engineer at any time prior to final acceptance and, if so ordered, the work must be uncovered by the Contractor. If such work be found in accordance with the Contract, the City will pay the cost of reexamination and replacement. If such work be found defective or not in accordance with the Contract, the Contractor shall pay such costs.

Subsection 4-4 Testing

Delete Subsection 4-4 in its entirety and substitute the following:

Unless otherwise called for in these General Provisions, all testing of materials will be performed by the Contractor in such number and at such locations as deemed necessary by the Engineer to ensure compliance with the Contract Documents. The cost of all testing will be borne by the Contractor; the cost of all re-testing will be borne by the Contractor. The cost of rework material testing, overtime, travel and other related costs incurred by the City will be deducted from the Contract Price via Change Order.

Subsection 4-6 Trade Names

Add the following to Section 4-6:

If the Contractor requests to substitute an equivalent item for a brand or trade name item, the burden of proof as to the comparative quality and suitability of alternative equipment or articles or materials shall be upon the Contractor, and the Contractor shall furnish, at its own expense, all information necessary or related thereto as required by the Engineer. All requests for substitution shall be submitted, together with all documentation necessary for the Engineer to determine equivalence, no later than ten calendar days after the award of the Contract, unless

a different deadline is listed in the Special Provisions

SECTION 5 – LEGAL RELATIONS AND RESPONSIBILITIES

Subsection 5-3 Labor

Add the following to the provisions of Subsection 5-3, "Labor":

Attention is directed to the provisions in Sections 1777.5 (Chapter 1411, Statutes of 1968) and 1777.6 of the Labor Code concerning the employment of apprentices by the contractor or any subcontractor under him.

Section 1777.5, as amended, requires the contractor or subcontractor employing tradesmen in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases shall not be less than one to five except:

1. When unemployment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days prior to the request for certificate, or
2. When the number of apprentices in training in the area exceeds a ratio of one to five, or
3. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis statewide or locally, or
4. When the contractor provides evidence that he employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

The contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

The contractor and any subcontractor under him shall apply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

Subsection 5-3.2 Prevailing Wages

Add the following to the provisions of Subsection 5-3.2, "Prevailing Wages":

Eight hours constitutes a legal **days' work**. **The contractor** shall forfeit, as a penalty to the City of San Fernando, \$50.00 for each workman employed in the execution of the contract by the contractor is required or permitted to work more than eight hours in any one calendar day and

40 hours in any one calendar week in violation of the provisions of the Labor Code, and in particular, Sections 1810 to 1815, thereof, inclusive, except that work performed by employees of contractors in excess of eight hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight hours per day at not less than one-and-one-half times the basic rate of pay as provided in said Section 1815.

The contractor shall comply with Labor Code Section 1775 in accordance with said Section 1775, the contractor shall forfeit as a penalty to the City of San Fernando, \$50.00 for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for such work or craft in which such workman is employed for any work under the contract by him or by any subcontractor under him in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than the stipulated prevailing wage rate shall be paid to each workman by the contractor.

In accordance with the provisions of Section 1770 to 1777 inclusive, of the Labor Code of the State of California, the City Council of San Fernando has adopted the general prevailing rates of per diem wages applicable to the work to be done as have been determined by the Director of the Department of Industrial Relations for the State of California.

Subsection 5-4 Insurance

Add the following to the provisions of Subsection 5-4, **"Insurance"**:

The public liability insurance shall include protection from claims caused by automobiles, trucks, or other vehicles of the contractor or any subcontractor while in use both within and outside the contract premises. The property damage insurance shall cover damage or destruction of any and all property other than that which is owned, leased, or in the care, custody or control of the Contractor or any subcontractor, with the liability limit applying to anyone (1) accident, disaster or claim. All coverage provided by Contractor shall be considered primary and shall be completely exhausted before City coverage, if any and to be considered secondary, is exercised.

By appropriate endorsement, such policies of insurance required shall name the City of San Fernando as additionally insured with the Contractor with respect to the construction project described in these specifications and shall provide that such insurance coverage shall not be canceled or reduced without thirty (30) days prior written notice to the City of San Fernando. Said endorsement shall be a separate document. Certificates of the insurance carried evidencing such insurance coverage shall be delivered to the City of San Fernando concurrently with the execution of the contract by the Contractor.

SECTION 6 – PROSECUTION AND PROGRESS OF THE WORK

Subsection 6-1 Construction Schedule and Commencement of the Work

Add the following to the provisions of Subsection 6-1, **"Construction Schedule and Commencement of the Work"**:

Construction work is limited to normal working hours unless prior written approval is obtained from the Engineer. Normal working hours for construction are between 7 a.m. and 4 p.m.

The Contractor shall begin work within three (3) days of the commencement date stated in the Notice to Proceed and shall diligently prosecute the same to completion before the time required to complete the work stated in **the Contractor's** Proposal expires.

Subsection 6-3 Time of Completion

Add the following to the provisions of Subsection 6-3, **"Time of Completion"**:

Where a single shift is worked, eight (8) consecutive hours between 7 a.m. and 5 p.m. shall **constitute a day's** work at straight time for all workers. Forty (40) hours between Monday, 7 a.m., and Friday, 5 p.m. shall constitute a week's work at straight time. Holidays as herein referred to shall be deemed to be:

- | | |
|--------------------------------|--------------------------|
| ▶ New Year's Day | ▶ Labor Day |
| ▶ Martin Luther King Day | ▶ Veterans Day |
| ▶ Washington's Birthday | ▶ Thanksgiving Day |
| ▶ Cesar Chavez's Birthday | ▶ Day after Thanksgiving |
| ▶ Memorial Day | ▶ Christmas |
| ▶ Independence Day | |

Subsection 6-4 Delays and Extensions of Time

Add the following to the provisions of Subsection 6-4, **"Delays and Extensions of Time"**:

The Contractor shall not be assessed with liquidated damages nor the cost of engineering and inspection during any delay in the completion of the work caused by Acts of God or of war, acts of the City, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather or delays of subcontractors due to such causes, provided that the Contractor shall within ten (10) days from the beginning of any such delay notify the Engineer in writing of the cause of delay, who shall ascertain the facts and the extent of the delay, and his findings of the facts thereon shall be final and conclusive.

Subsection 6-9 Liquidated Damages

Add the following to the provisions of Subsection 6-9, **"Liquidated Damages"**:

It is agreed by the parties to the contract that liquidated damages for work under this contract is the sum of Four thousand two hundred Dollars (\$4,200.00) per day for each and every day's delay beyond the time prescribed to complete the work. Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, Contractor agrees that the City of San Fernando may deduct the amount thereof from any money due or that may become due the Contractor under the contract.

It is further agreed that in case the work called for under the contract is not finished and completed in all parts and requirements within the time specified, the City Council shall have the right to extend the time for completion or not, as may seem best to serve the interest of the City; and if it decides to extend the time limit for the completion of the contract, it shall further have the right to charge to the Contract, his heirs, assigns or sureties; and to deduct from the final payment for the work, all or any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the contract, and which accrue during the period of such extension, except that

the cost of final surveys and preparation of final estimates shall not be included in such charges.

SECTION 7 - MEASUREMENT AND PAYMENT

Subsection 7-3 Payment

Add the following to the provisions of Subsection 7-3, **"Payment"**:

It is mutually agreed between the parties to the contract that no certificate given, or payments made under the contract, except the final project acceptance, shall be conclusive evidence of the performance of the contract, either wholly or in part, against any claim of the party of the first part, and no payment shall be construed to be an acceptance of any defective work or improper materials.

The Contractor further agrees that the payment of the final amount due under the contract, and the adjustment and payment for any work done in accordance with any alterations of the same, shall release the City of San Fernando, City Council, and the Engineer from any and all claims of liability on account of work performed under the contract or any alteration thereof.

Subsection 7-3.2 Partial and Final Payment

Add the following to the provisions of Subsection 7-3.2, **"Partial and Final Payment"**:

The City shall, once in each month, cause an estimate in writing to be made by the Engineer of the total amount of work done and the acceptable materials furnished and delivered by the Contractor on the ground and not used, at the time of such estimate, and the value thereof. The City of San Fernando shall retain five percent (5%) of such estimated value of the work done and fifty percent (50%) of the value of the materials so estimated to have been furnished and delivered and unused as aforesaid as part security for the fulfillment of the contract by the Contractor, and shall monthly pay the Contractor, while carrying on the work, the balance not retained, as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of the contract. No such estimate or payment shall be required to be made, when, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the contract, or when in his judgment, the total value of the work done since the last estimate amounts to less than Three Hundred Dollars (\$300.00).

The Contractor may be required to submit updated work schedules and current record drawings (as-built) with requests for progress payments.

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

No field offices for AGENCY personnel shall be required; **however, the AGENCY's personnel** shall have the right to enter upon the project at all times and shall be admitted to the offices of the Contractor if so provided by the Contractor for his own personnel.

TECHNICAL PROVISIONS
PART 2
CONSTRUCTION MATERIALS

SECTION 200 – ROCK MATERIALS

200-2 UNTREATED BASE MATERIALS

200-2.1 General. Untreated base shall be crushed miscellaneous base.

200-2.2 Crushed Aggregate Base.

200-2.2.3 Quality Requirements. The minimum R-value requirement will not be waived.

SECTION 201 - CONCRETE, MORTAR, AND RELATED MATERIALS

201-1 PORTLAND CEMENT CONCRETE

201-1.1 Requirements

201-1.1.1 General. Add the following:

The same brand type, source of cement, and aggregate shall be used for all portland cement concrete.

201-1.1.2 Concrete Specified by Class and Alternate Class. Add the following:

Fly ash shall not be used.

201-4.1.1 General. Add the following:

Concrete curing compound shall be Type 2 for all underground structures.

SECTION 203 - BITUMINOUS MATERIALS

203-6 ASPHALT CONCRETE

203-6.1 General. Add the following:

Asphalt concrete material used for remove and replace repairs within the roadway shall be Class and Grade C2-PG 64-10.

203-6.4 Asphalt Concrete Mixtures

203-6.4.1 General. Add the following:

Acceptance as used in this Subsection 203-6.4 shall mean acceptance of material after spreading only. Acceptance of material in production shall be subject to all quality requirements based on sampling and testing as specified.

TECHNICAL PROVISIONS

PART 3

CONSTRUCTION METHODS

SECTION 300 - EARTHWORK

300-1.6 Construction and Demolition Debris Recycling.

300-1.6.1 General.

Consistent with the Agency's efforts to comply with the California Integrated Waste Management Act of 1989 (AB 939), the Contractor shall attempt to reduce, reuse, and/or recycle at least 50 percent by weight or volume or to the maximum extent feasible, the construction and demolition debris (debris) generated by this Contract thereby diverting the debris from disposal facilities, saving landfill space, and conserving virgin materials and natural resources.

300-1.6.2 Definitions.

Construction and Demolition Debris (Debris) - materials resulting from building, construction or demolition-related activities such as excavation, grading, land clearing, renovation, repair, road work and site cleanup which are considered solid waste pursuant to Section 40191 of the California Public Resources Code. The materials include, but are not limited to, asphalt, brick, cardboard, carpet, cinder block, concrete, concrete with reinforcement bars, drywall, excavated materials, fixtures and fittings, glass, gravel, green waste, metal, mixed rubble, packaging materials, paper, plastics, porcelain, road work materials, roofing materials, rock, sand, site clearance materials, soil, trees, tree stumps and other vegetative matter, stones, and wood waste.

Deconstruction - the process of carefully dismantling a structure, piece by piece prior to or instead of conventional demolition, to maximize the recovery of building materials for reuse and/or recycling.

Delivery Site - a recycling facility as defined in Subsection E.14 and recycling or reuse site as defined in Subsection E.15 or any place, including a transfer station as defined in Subsection E.20 where the debris is delivered for the sole purpose of reuse and/or recycling in a manner acceptable to the Agency.

Disposal - the process of disposing of debris at a Disposal Facility.

Disposal Facility - a Landfill or any location where the debris is taken for "Transformation" as defined.

Generation - the quantity of debris produced by the Work before the debris is reused and/or recycled.

Green Waste - all vegetative cuttings, shrubs, stumps, logs, brush, tree trimmings, grass, and related materials which have been separated from other solid waste.

Landfill - a solid waste disposal facility that accepts solid waste for land disposal and is operating under a current Solid Waste Facility Permit issued by a local enforcement agency as defined in Section 40130 of the California Public Resources Code and concurred upon by the California Integrated Waste Management Board.

Recyclable - material that still has useful physical or chemical properties after serving its original purpose and that can be reused or re manufactured into additional products.

Recycle or Recycling - the process of collecting, sorting, cleansing, treating, and reconstituting materials that would otherwise become solid waste and returning them to the economic mainstream in the form of raw materials for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace, and in a manner acceptable to the Agency. "Recycle" or "Recycling" does not include Transformation.

Recycling Facility - any facility (except a transformation facility) whose principal function is to receive, store, convert, separate, or transfer recyclable materials for processing.

Recycling or Reuse Site - any place other than a recycling facility acceptable to the Agency for recycling and/or reuse of debris.

Reduce - any action which causes a net reduction in the generation and/or disposal of solid waste.

Reuse - the use, in the form as it was produced, and in a manner acceptable to the Agency of material which might otherwise be discarded into a Disposal Facility.

Site Clearance Material - materials such as trees, brush, earth, mixed concrete, rubble, sand, steel, extraneous paper, plastics, and other waste materials generated from site clearance.

Source Separation - the segregation, by the generator, of materials designated for separate collection for materials recovery or special handling.

Transfer Station - a facility utilized to receive solid wastes and to temporarily store, separate, convert, or otherwise process the materials in the solid wastes, and/or to transfer the solid wastes directly from smaller to larger vehicles or railroad trains for transport.

Transformation - incineration, pyrolysis, distillation, gasification, or biological conversion other than composting.

Wood Waste - solid waste consisting of wood pieces or particles which are generated from the manufacturing or production of wood products, harvesting, processing or storage of raw wood materials, or construction or demolition activities.

300-1.6.3 Recycling Summary.

The Contractor shall prepare and submit a Recycling Summary report using the form included as Attachment 1 summarizing the disposal, reuse, and/or recycling activities which occurred throughout the Contract duration. This report shall be first faxed to the number shown on the report and also submitted to the Agency within 30 Days after Field Acceptance of the Work.

Failure of the Contractor to submit the Recycling Summary within the time specified will result in damages being sustained by the Agency. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For failure to submit the Recycling Summary within the time specified, the Contractor shall pay to the Agency, or have withheld from monies due it, the sum of \$10,000.

Execution of the Contract shall constitute agreement by the Agency and Contractor that \$10,000 is the minimum value of the costs and actual damage caused by the failure of the Contractor to submit the Recycling Summary within the time specified. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due the Contractor.

300-1.6.4 Payment.

Payment for construction and demolition debris recycling shall be considered as included in the Contract Unit Price for the various Bid items. As part of the Recycling Summary report, the Contractor shall fill in the blank after the "Construction Demolition and Debris Recycling Requirements Cost:" This cost shall be the incremental cost of complying with the aforementioned requirements. This cost will be used for information gathering purposes only and not for purposes of payment to the Contractor.

300-2 UNCLASSIFIED EXCAVATION

300-2.1 General. Unclassified excavation shall consist of all excavation, including roadways, bituminous pavement, and concrete pavement, curb, walk, gutters, cross gutters, driveways, and access ramps.

300-2.1.1 Requirements. Subsection 300-2.1.1 is hereby added to Section 300 of the Standard Specifications as follows:

1. Bituminous Pavement. Bituminous pavement shall be removed to neatly sawed edges. Saw cuts shall be to a minimum depth of 3 inches. Where only the surface of existing bituminous pavement is to be removed, the method of removal shall be approved by the Engineer, and a minimum laying depth of 1 inch of new pavement material shall be provided at the join line. Where bituminous

pavement adjoins a trench, the edges adjacent to the trench shall be saw cut to neat straight lines before resurfacing to ensure that all areas to be resurfaced are accessible to the rollers used to compact the subgrade or paving materials.

Bituminous pavement on curb and gutter, sidewalk or drive approaches shall be removed by heating with a torch to soften the pavement without creating smoke. Softening shall be performed until the bituminous material can be easily scraped away down to the underlying PCC surface. The blade used for scraping shall be maintained straight along its edge and clean. Bituminous material shall be scraped in this manner until it is completely removed.

2. Concrete Curb, Walk, Gutter, Cross Gutters, Driveways, and Access Ramps. Concrete shall be removed to neatly sawed edges with saw cuts made to a minimum depth of 1½-inches. Concrete sidewalk, or driveway to be removed shall be neatly sawed in straight lines either parallel to the curb or at right angles to the alignment of the sidewalk. No section to be replaced shall be smaller than 30 inches in either length or width. If the saw cut in sidewalk, access ramp, or driveway would fall within 30 inches of a construction joint, expansion joint, or edge, the concrete shall be removed to the joint or edge, except that where the saw cut would fall within 12 inches of a score mark, the saw cut shall be made in and along the score mark. Curb and gutter shall be sawed to a depth of 1½-inches on a neat line at right angles to the curb face.

300-2.7 Selected Material. The text of Subsection 300-2.7 of the Standard Specifications is hereby deleted and replaced with the following:

Selected materials encountered in the excavations within the project limits that meet the specifications for base material, trench bedding or backfill, topsoil, or other specified materials shall be used as shown on the Plans, in the Specifications, or as directed by the Engineer. Topsoil excavated may be considered only for the purpose of backfilling areas to be planted.

300-2.9 Payment.

The first sentence of Subsection 300-2.9 of the Standard Specifications is hereby deleted and replaced with the following:

Payment for unclassified excavation performed as part of the work shall be paid for as part of the work for that item, and no additional compensation will be allowed.

SECTION 301 - TREATED SOIL, SUBGRADE PREPARATION, AND PLACEMENT OF BASE MATERIALS

301-1 SUBGRADE PREPARATION

SPC21-03

T-6

301-1.3 Relative Compaction. The first paragraph of Subsection 301-1.3 of the Standard Specifications is hereby deleted and replaced with the following:

When pavement is to be placed directly on subgrade material or when base or subbase material, curb, gutter, alley pavement, driveways, or sidewalks are to be placed on the subgrade material, the top 6 inches of such subgrade material shall be compacted to a relative compaction of 90 percent.

SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION

303-5 CONCRETE CURBS, WALKS, GUTTERS, AND CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS

303-5.1 Requirements.

303-5.1.1 General. All concrete flatwork areas behind sidewalks, driveways and right-of-way shall be considered as walks.

Detectable warning surface (truncated domes) for new curb ramps at signalized intersections shall be Cast-in-Place System per Armor Tile Part No. ADA-C-3648 or approved equal. Color shall be yellow, or City select.

Detectable warning surface (truncated domes) for existing curb ramps at signalized intersections shall be surface mount adhesive per Safety Step TD or approved equal. Color shall be yellow, or City select.

Detectable warning surface (truncated domes) for existing sidewalks at the railroad crossings (within railroad right-of-way) shall conform to the 2022 SCRRA Standard Specifications Section 09 61 50 "Detectable Warning Panels".

303-5.9 Measurement and Payment. Add:

Payment for detectable warning surface for newly constructed curb ramp or modification of existing curb ramp approach shall be included in the unit price bid for the removal and construction of new curb ramps or modification of existing curb ramp approach per Caltrans Std. Plan No. A88A.

Payment for detectable warning surface for existing curb ramps or sidewalks (at railroad crossings) shall be included in the unit price bid per each, including all concrete cutting and removals, and no additional compensation will be allowed therefor.

SECTION 314 – TRAFFIC STRIPING, CURB AND PAVEMENT MARKINGS, AND PAVEMENT MARKERS

Section 314 is hereby removed and replaced with the following:

All equipment, materials, and components for signing and striping, and the installation thereof, shall conform to the latest edition of the Caltrans Standard Plans, and Standard Specifications, Section 81, "Miscellaneous Traffic Control Devices," Section **82 "Signs and Markers"**, and Section 84, "Markings", unless otherwise noted in these Special Provisions and on the Plans. These Plans and Specifications are hereinafter referred to as State Standard Plans and State Standard Specifications. Copies of these documents are available from Caltrans, District 7 office at 100 South Main Street, Los Angeles, California 90012 or from Caltrans, 6002 Folsom Boulevard, Sacramento, California 95819, (916) 445-3520.

All materials required for the completion of work as shown on the Plans shall be provided by the Contractor.

SECTION 82 – SIGNS AND MARKERS

82-3 ROADSIDE SIGNS

Contractor shall remove and replace in-kind all regulatory and warning signs and object markers within 100' of the crosswalk or limit line on all approaches, including signs within the intersection and on traffic signal poles. Replace in-kind includes the sign dimension or size being equal to those presently in the field. There are approximately 115 signs to be replaced on this project.

The contractor shall be responsible for taking photos of all existing signs to be replaced prior to construction as a reference guide for furnishing and installing the new signs. Upon completion of the new sign installation, contractor shall take photos in the same location as the existing photo was taken. These photos shall be presented in a side-by-side comparison in either a 3-ring binder or PDF format and submitted to the City to ensure the proper signs were installed.

82-3.04 Payment. Payment for the signing shall be included in the lump sum price bid for Signing and Striping, and no additional compensation will be allowed therefor.

SECTION 84 - MARKINGS

84-2 TRAFFIC STRIPES AND PAVEMENT MARKINGS

84-2.02 Materials.

84-2.02A General. Traffic stripes, pavement markings, crosswalks, and curb markings shall be paint, two (2) coats. Contractor shall repaint all curb markings within the project limits as noted on the plans.

84-2.02C Paint. Paint shall be ready-mixed rapid dry type.

Ready-mixed paints shall be suitable for use on either asphalt concrete or Portland cement concrete.

The glass beads used in both layers must be surface treated for use with thermoplastic under the bead manufacturer's instructions.

84-2.03 Construction.

84-2.03A General. The Contractor shall furnish the necessary control points for all striping and markings and shall be responsible for the completeness and accuracy thereof to the satisfaction of the Engineer.

The Contractor shall establish all traffic striping between these points by stringline or other method to provide striping that will vary less than ½-inch in 50-feet from the specified alignment.

When no previously applied figures, markings, or traffic striping are available to serve as a guide, suitable layouts shall be spotted in advance of the permanent paint application. Traffic lines may be spotted by using a rope as a guide for marking spots every 5-feet, by using a marking wheel mounted on a vehicle, or by any other means satisfactory to the Engineer.

The Contractor shall mark or otherwise delineate the traffic lanes in the new roadway or portion of roadway, or detour before opening it to traffic.

The Contractor shall provide an experienced technician to supervise the location, alignment, layout, dimensions, and application of the paint.

Spotting shall be completed prior to the removal of any existing stripes. Existing stripes and markings shall be removed prior to painting new stripes and markings, but in no case shall any section of street be left without the proper striping for more than 24 hours, or over weekends or holidays.

The installation of traffic stripes includes placement of raised pavement markers when called for on the plans.

Adhesive for raised pavement markers shall be per Section 81, **"Pavement Markers."**

Existing traffic stripes (including raised pavement markers), pavement legends, and markings that do not conform to the plans shall be removed by wet sandblasting per Section 81-**8.03B, "Remove Pavement Markers,"** and Section 84-9.03B, "Remove Traffic Stripes and Pavement Markings" of the State Standard Specifications.

84-2.03C Application of Stripes and Markings.

84-2.03C(3) Painted Traffic Stripes and Pavement Markings. Paint shall be applied in two coats.

The second coat of paint shall be applied no less than 24 hours from application of the first coat.

Each coat of paint shall include glass beads.

84-2.04 Payment. Payment for striping details, pavement markings, and curb markings shall be included in the lump sum price bid for signing and striping, and no additional compensation will be allowed.

TECHNICAL PROVISIONS

PART 4

EXISTING IMPROVEMENTS

SECTION 400 - PROTECTION AND RESTORATION

The following General Provision is in addition to Section 400 Special Provisions.

Add to end of first paragraph of Subsection 400-1 the following:

All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or reestablishing existing improvements shall be included in the Bid Proposal.

The first sentence of the second paragraph of Section 400-1 of the Standard Specifications shall not be incorporated, and shall instead be replaced with the following:

The Contractor shall relocate, repair, replace, or reestablish all existing improvements within the Project limits which are not designated for removal (e.g., curbs, sidewalks, driveways, signal loops, fences, walls, sprinkler systems, signs, Utility installations, pavements, structures, etc.) which are damaged or removed as a result of the Contractor's or the Subcontractors' operations or as required by the Plans and Specifications.

SECTION 402 - UTILITIESSubsection 4-1 Location

Add the following to the provisions of Subsection 4-1, "Location":

Utilities for the purpose of these Special Provisions shall be considered as including but not limited to; pipelines; conduits; transmission lines; appurtenance of both public utilities and private industries, business, or individual; storm drains; sanitary sewers; and street lighting conduits.

The City has endeavored to locate and indicate on the drawings all underground utilities, facilities, and obstructions within the limit of the work under this contract or so nearly adjacent thereto as to interfere with the execution of the work. However, the accuracy and completeness of the utility's location indicated on the plans is not guaranteed. Sewer service lines, gas service connections, and streetlights and traffic signal conduits may not be shown on the plans.

The contractor is responsible to determine the exact location of utilities and its service connections during construction. The contractor shall notify the City of the exact location of any utility or service connection which is not shown or incorrectly shown on the plans.

The contractor shall be expected to maintain liaison with the affected utility company representatives, and shall notify them prior to beginning of the job and each time the particular utility is or could possibly be affected at least 24 hours in advance:

1.	Verizon Company	818-365-3128
2.	Edison Company	800-611-1911
3.	Southern California Gas Company	818-701-3342
4.	San Fernando Water Department	818-898-1293
5.	L.A. City Municipal Services	800-342-5397
6.	L.A. Metropolitan Water Dist.	626-844-5610
7.	Time Warner Cable	818-700-6100
8.	Pacific Pipeline Co.	800-987-4737
9.	Verizon / GTE	818-365-3128

TECHNICAL PROVISIONS

PART 6

TEMPORARY TRAFFIC CONTROL

SECTION 600 - ACCESSSubsection 600-1 General

Add the following to Subsection 600-1 "General":

The Contractor shall notify the occupants of all affected properties at least 48 hours prior to any temporary obstruction of access. Vehicular access to property line shall be maintained, except as required for construction for a reasonable period of time. No overnight closure of any driveway will be allowed, except as permitted by the Engineer.

The Contractor shall notify SCRRA and CPUC of all road closures occurring in the area of the railroad crossings a minimum of 72 hours prior to the closure. Lane closures or traffic control devices should be avoided if possible over or near the railroad tracks. If the contractor deems it necessary to close a lane to perform the work, the contractor will be allowed to close the entire roadway to vehicular traffic between Truman Street and First Street. See sample traffic control closure in the Appendix. The contractor will be required to prepare and submit traffic control plans and detour plans to the City for review and approval. Once City approved, the contractor shall submit the plans to SCRRA for their review and approval. All plans shall be prepared, signed and stamped by a registered engineer.

SECTION 601 – TEMPORARY TRAFFIC CONTROL FOR CONSTRUCTION AND MAINTENANCE WORK ZONESSubsection 601-1 General

Add the following to Subsection 601-1 "General":

Traffic control, traffic control plans, construction signing and traffic maintenance shall comply with the provisions of Subsection 5-7 of the Standard Specifications, and latest California Manual on Uniform Traffic Control Devices (CA-MUTCD), the City of San Fernando and these Special Provisions.

The Contractor shall comply with all regulations and requirements of the City of San Fernando Public Works Department and shall obtain written approval from the City Engineer for variances from the traffic provision of this section. In general, the following traffic and access control measures shall be required unless otherwise specified by the Engineer or on the Plans.

At no time shall traffic control devices including signs, barricades, arrow boards or message boards encroach or pass through SCRRA right-of-way. All work areas, lane closures, shoulder closure and traffic control devices shall be set up to avoid any possible encroachment. Otherwise, contractor shall notify the City Engineer 1 week in advance of work to request a street closure.

In the event that any street must be closed, request must be received by the Engineer for approval and the following parties shall be notified at least 48 hours in advance.

- | | | |
|----|-------------------------|--------------|
| a. | Public Works Department | 818-898-1293 |
| b. | Police Department | 818-898-1267 |
| c. | Fire Department | 818-989-8561 |
| d. | Mauran Ambulance | 818-365-3182 |

The Contractor shall schedule an employee to police the temporary delineators and barricades within the travel way during weekday, nonworking hours and over Saturdays, Sundays, and holidays. Any corrective work required to be done by AGENCY forces shall be back charged to the Contractor based on the actual costs, plus AGENCY overhead and withheld from the final payment.

At least 7-working days prior to commencing work, the Contractor shall submit his final construction schedule to the Engineer for approval. This schedule shall allow affected people ample "on-street" parking within a reasonable distance from their homes and businesses. Requests for changes in the schedule shall be submitted by the Contractor to the Engineer for approval at least 48 hours prior to the scheduled operations on the streets affected.

All work shall be scheduled so that all areas are open to traffic between 4 p.m. and 7 a.m. the following day, unless otherwise approved by the City.

Traffic shall be directed through the project with warning signs, cones and flag persons in a manner that provides maximum safety for traffic and the workers, and the least interruption of the work.

It is part of the service required of the Contractor to make whatever provisions are necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as his operations warrant to protect the public from danger, loss of life, or loss of property which would result from interruption or contamination of public water supply, from interruption of other public service, or from the failure of partly completed work or partially removed facilities. Unusual conditions may arise on the work which will require that immediate and unusual provisions be made to protect the public from danger or loss or damage to life and property due directly or indirectly to prosecution of work under this contract.

Whenever, in the opinion of the Engineer, an emergency exists against which the Contractor has not taken sufficient precaution for the public safety, protection of utilities and protection of adjacent structures or property which may be damaged by the Contractor's operations and when, in the opinion of the Engineer, immediate action shall be considered necessary in order to protect the public or property due to the Contractor's operations under this contract, the Engineer will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on the situation within a reasonable time period, the Engineer may provide suitable protection to said interests by causing such work to be done and material to be furnished as, in the opinion of the Engineer, may seem reasonable and necessary.

The cost and expense of said labor and material, together with the cost and expense of such repairs as are deemed necessary, shall be borne by the Contractor. All expenses incurred by the AGENCY for emergency repairs will be deducted from the progress payments and the final payment due to the Contractor. However, if the AGENCY does not take such remedial measures, the Contractor is not relieved of the full responsibility for public safety.

Subsection 601-2 Temporary Traffic Control Plan (TCP)

Add the following to Subsection 601-2 "Temporary Traffic Control Plan (TCP)":

Temporary traffic control plans (TCP) will be required anytime lane or shoulder closures are required to perform the work on the plans. The TCP shall be site specific and at a minimum scale of 1" = 50' and if applicable, show the SCRRA right-of-way lines and railroad tracks.

Lane transitions, buffers, and sign spacing shall conform to the California MUTCD latest edition.

The TCP shall address all pedestrian access around the work area. One 4-foot wide ADA accessible pedestrian walkway shall be maintained in the parkway area on at least one side of each street.

No more than 2 corners and 2 crosswalks can be closed at the same time unless the contractor can maintain proper ADA pedestrian path and crossings around the intersection.

If the contractor requests the need for a street closure, the contractor shall supply a detour plan showing the closure area and the necessary detour signs to reroute vehicular around the work area to the City Engineer for plan approval. Night working hours and closures will be between the hours of 8:00pm and 5:00am.

No detouring will be allowed thru residential neighborhoods unless approved by the City Engineer.

Subsection 601-3 Temporary Traffic Control (TTC) Zone Devices

Add the following to Subsection 601-3 "Temporary Traffic Control (TTC) Zone Devices":

Temporary "No Parking" signs shall be posted at least 24 hours, but no more than 48 hours, in advance of the work. The signs shall be placed no more than 76 meters (250 feet) apart on each side of the street and at shorter intervals if conditions warrant. Signs shall be posted only for the areas necessary to accomplish the work. The Contractor shall provide the signs and will be responsible for adding the dates and hours of closure to the signs, removal of the signs, and furnishing and placing of barricades, if necessary, for posting of signs. All signs shall be removed within 48 hours after the effective date.

Subsection 601-4 Temporary Traffic Striping and Pavement Markings

Add the following to Subsection 601-4 "Temporary Traffic Striping and Pavement Markings":

Temporary traffic channelization shall be accomplished with delineators. Temporary striping will not be allowed unless specifically permitted by the Engineer. The Contractor shall prepare any plans that may be required for temporary striping to the satisfaction of the Engineer. In no event will temporary striping be allowed on finished pavement surfaces which are to remain.

Subsection 601-5 Traffic Lane Widths and Clearances

Add the following to Subsection 601-5 "Traffic Lane Widths and Clearances":

At least one 12-foot wide traffic lane shall be provided for each direction of travel on all streets at all times, except as permitted by the Engineer. The traffic lanes shall be maintained on pavement and shall remain unobstructed.

Clearances from traffic lanes shall be 5 feet to the edge of any excavation and 2 feet to the face of any curb, pole, barricade, delineator, or other vertical obstruction.

All drop-offs on the pavement over 1 inch in height that are perpendicular to the direction of traffic, including driveway approach, and will remain overnight shall be ramped with temporary AC pavement. The cost to construct temporary AC pavement shall be included in price paid for other items of work, and no additional payment thereof.

All open trenches shall be covered with non-skid steel plates or temporary asphalt pavement before and after work hours, unless otherwise directed by the Engineer.

Payment for Temporary Traffic Control and all provisions in this section for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved shall be considered as included in the contract unit prices bid for the various items of work involved, and no additional compensation will be allowed.

TECHNICAL PROVISIONS

PART 7

STREET LIGHTING AND TRAFFIC SIGNAL SYSTEMS

Section 700 - MATERIALS

Section 700 is hereby removed and replaced with the following:

All equipment, materials, and components for traffic signal loop replacement shall conform to the latest edition of the Caltrans Standard Plans and Revised Standard Specifications, Section 86, "Electrical Work" and **Section 87 "Electrical Systems"** unless otherwise noted in these Special Provisions and on the Plans. These Plans and Specifications are hereinafter referred to as State Standard Plans and State Standard Specifications. Copies of these documents are available from the Caltrans, District 7 office at 100 South Main Street, Los Angeles, California 90012 or from Caltrans, 6002 Folsom Boulevard, Sacramento, California 95819, (916) 445-3520.

All materials required for the completion of work as shown on the Plans shall be provided by the Contractor.

SECTION 86 – GENERAL

86-1.01 General.

86-1.01C Submittals. The schedule of values (cost breakdown) shall be submitted to the Engineer in conjunction with equipment list and drawings.

Equipment List and Drawings shall be submitted to the Engineer within ten (10) working days after the date of the Notice of Contract Approval.

Materials lists, manufacturer's data, brochures, technical data, etc., shall be labeled and identified, and shall be submitted in bound booklet form.

The Contractor shall retain one copy of all approved material lists and samples at the job site, readily accessible for inspection by the Engineer. Said materials lists and samples shall be the basis for approval or rejection of work.

The Contractor shall guarantee the entire work constructed under this contract and will fully meet all requirements as to quality of workmanship and materials furnished by him. The Contractor shall make, **at the Contractor's** expense, any repairs or replacements made necessary by defects in workmanship or materials that becomes evident within 1 year after acceptance of work by the Agency and to restore to full compliance with the requirements of these Specifications, any part of the work which during the 1-year period is found to be deficient with respect to any provision of the Plans and Specifications. The Contractor shall make all repairs and replacements promptly upon receipt of written orders from

the Engineer. If the Contractor fails to make the repairs and replacements promptly, the City may do the work and the Contractor, and his surety shall be liable to the City for the cost.

Whenever any work or equipment is to be guaranteed or maintained by a manufacturer, supplier, or subcontractor, said obligation shall be that of the Contractor.

All guarantees shall be in writing and delivered to the Engineer by the Contractor prior to final acceptance of the work.

86-1.01D Quality Assurance.

86-1.01D(3) Department Acceptance. Controller and cabinet shall be furnished by the Contractor shall be tested by Los Angeles County as designated by the City. Cost for testing and delivery to and from the test site shall be considered as included in the lump-sum price bid for traffic signal installation/modification, and no additional compensation will be allowed.

86-1.02 Materials.

86-1.02B Conduit. Conduit shall be Schedule 80 PVC with PVC fittings for traffic signal work.

86-1.02C Pull Boxes. Pull boxes shall be pre-cast reinforced concrete. Grout-in bottom of pull boxes will not be required.

Electrical pull boxes, unless noted otherwise on the Plans, shall be No. 5 or larger and shall have plastic lined lids. Lids shall be marked "Traffic Signal".

86-1.02F Conductors and Cables.

86-1.02F(2) Conductors.

86-1.02F(2)(c) Copper Conductors.

86-1.02F(2)(c)(i) General. Circuit conductors shall be THW PVC type.

86-1.02J Standards, Poles, Pedestals, and Posts. Where the State Standard Plans refer to the side tenon detail at the end of the signal mast arm, the applicable tip tenon detail may be substituted.

86-1.02K Luminaires.

86-1.02K(1) General. Luminaires shall be LED.

86-1.02M Photoelectric Controls. Photoelectric control shall be Type IV for all intersection lighting and internally illuminated street name signs, unless

otherwise noted in the plans. When pole schedule does not specifically call for a separate PEC, a shorting cap shall be installed in its place.

LED Luminaires shall be from the Los Angeles County approved list.

86-1.02Q Cabinets.

86-1.02Q(3) Controller Cabinets. New controller assemblies shall be Type 2070 in Type 332 cabinet with all necessary equipment for the intended operation as shown on the plans.

86-1.02R Signal Heads.

86-1.02R(3) Backplates. Backplates shall be aluminum alloy.

86-1.02R(4) Signal Faces. Vehicle indications shall be 12-inch LED with visors and backplates.

86-1.02R(4)(a) Signal Sections. All vehicular indications shall be 12-inch.

86-1.02R(4)(c) Visors and Directional Louvers. Visors shall be aluminum alloy and full tunnel type.

86-1.02U Pedestrian Push Button Assemblies. Pedestrian push buttons shall be Type B. Push button sign shall be R10-3b.

SECTION 87 – ELECTRICAL SYSTEMS

87-1 GENERAL

87-1.03 Construction.

87-1.03A General.

No work shall commence, and no material or equipment shall be stored at the jobsite until such time that the Contractor notifies the Engineer in writing of the date that all electrical materials and equipment are to be received. Upon receipt of said notification by the Engineer, the Contractor may commence work within 5-working days prior to said delivery date.

New traffic signal system shall be in operation before the removal of existing traffic signal.

Traffic signal shutdowns shall be limited to the hours between 9 a.m. and 3 p.m. and shall not be permitted on Friday, Saturday, or Sundays.

Contractor shall coordinate with an Edison certified contractor to comply with minimum overhead clearances for the removal and/or installation of traffic signal poles. The cost to hire an Edison certified contractor to perform work shall be

included in the lump sum price bid for traffic signal installation and no additional compensation will be allowed therefore.

Where the Contractor-installed facilities are damaged prior to final acceptance by the Engineer, the Contractor shall repair or replace such facilities at his own expense.

The traffic signal must be operational within 5 days after erection of standards.

The job site shall be maintained in a neat and orderly condition at all times and areas of sidewalk removal to be left open for less than 5 days shall be covered with plywood sheeting and barricades. Areas to be left open more than 5 days shall be patched with temporary AC pavement, smoothed to provide a level finished walking surface.

All striping, pavement markings, and signing shall be in place prior to signal turn on.

Turn on of the traffic signal system shall not be made on a Friday or the day preceding a legal holiday and will be permitted between the hours of 9 a.m. and 2 p.m. only. The City shall be notified at least 48 hours prior to the intended turn on and **the City's signal maintenance** company must be present.

87-1.03C Installation of Pull Boxes. No pull box shall be in or within 1-foot of any curb ramp.

87-1.03E Excavation and Backfilling for Electrical Systems. Excavation for foundation shall be hand dug until clear of obstructions.

Existing footings for streetlights and traffic signals shall be removed and the remaining hole backfilled and compacted to the satisfaction of the engineer in the field.

87-1.03F Conductors and Cable Installations.

87-1.03F(2) Cables.

87-1.03F(2)(c) Copper Cables.

87-1.02F(2)(c)(ii) Detector Lead-in Cables. Loop detector lead-in cable shall be Type B.

87-1.03F(3) Conductors..

87-1.03F(3)(c) Copper Conductors.

87-1.03F(3)(c)(ii) Inductive Loop Conductors. Loop wire shall be Type 2.

87-1.03H Conductor and Cables Splices.

87-1.03H(2) Splice Insulation Methods. Splices shall be Type C insulated by Method B, as shown on State Standard Plan ES-13A, except detector conductor (video, loop, et cetera) splices shall be Type S or T insulated by Method B, as shown on Standard Plan ES-13A, and shall also be soldered.

87-1.03V Detectors.

87-1.03V(1) General. Vehicle detectors shall be of the inductive loop, Type E.

Detector loop locations shall be approved by Engineer in the field prior to installation.

PVC conduit per Standard Plan ES-5E, Curb Termination Detail, Type B, shall be installed wherever a loop-wire saw cut crosses an expansion joint or pavement type change.

The sides of the loop saw cut slots shall be vertical and the minimum radius of the slot entering and leaving the circular part of the loop shall be 1½-inches. Slot width shall be a maximum of ¾-inch.

Slots of circular loops shall be filled with elastometric sealant.

Loops shall be installed on the same day in which the loop slots are cut. This shall include placement of the loop conductors and sealant.

Coordination with manufacturer and/or signal maintenance company to adjust the video detection zones shall be considered in the traffic signal modification lump sum price bid for that intersection and no additional compensation will be allowed therefor.

87-4 SIGNAL AND LIGHTING SYSTEMS

87-4.02 Materials.

87-4.02A General. Signs will be either non-illuminated or internally illuminated street name signs as noted on the plans.

Details of color, style, borders, and spacing shall conform to the standards established by Caltrans. "Periods" shall not be used on abbreviations. A scale layout for each legend shall be submitted to the Engineer for approval prior to fabrication.

87-4.02C Internally Illuminated Street Name Signs (IISNS).

A ½-inch close nipple and LB conduit shall be installed on the mast arm at the coupling point. The cable between sign and conduit shall be 3-conductor AWG No. 16, Type SJO. The green conductor of the cable

shall be used for grounding between sign housing and conduit. The cable shall enter the sign housing and conduit through neoprene bushed CGB connectors. The cable shall be dressed in a neat arc between sign and conduit with sufficient slack to facilitate sign swing.

LED Internally Illuminated Street Name Signs shall be Temple, Inc. Edge-Lit RAZOR model. Sign length shall not exceed 8 feet or exceed 65 pounds. Each LED sign shall be equipped with a factory installed button-type photo electric control (PEC). When pole schedule does not specifically call for a separate PEC, a shorting cap shall be installed in its place.

BID ITEM DESCRIPTIONS

GENERAL

The Contract payment for the specified items of work as set forth in the Bid Schedule shall be full compensation for furnishing all labor, materials, methods or processes, implements, tools, equipment, and incidentals and for doing all work involved as required by the provisions of the Contract Documents for a complete in place and operational system.

- A. Unless otherwise specified in the Specifications, quantities of work shall be determined per each, or from measurements or dimensions in a horizontal plane. All materials shall be measured on the basis of **"in place" quantities and paid for** using the units listed in the bid schedule.
- B. Except as noted, the Engineer will make field measurements of unit price items in order to determine the quantities of the various items as a basis for payment. On all unit price items, the contractor will be paid for the actual amount of the work performed in accordance with the contract documents, as computed from field measurements.
- C. Work or quantities not listed in the description of bid items, including all SCRRA permits, fees and requirements, are considered incidental to other construction and will not be separately measured or paid for. Compensation for such work and/or material shall be included in the prices paid for other items of work.

BID ITEMS

Bid Item 1 – Remove and Construct Curb Ramp per Caltrans Std Plan No. A88A: Payment for this item shall be paid at the contract price per each (EA) and shall include full compensation for all labor, materials, tools, equipment and incidentals required to remove and construct curb ramps, including concrete curb, curb returns, gutters, ramps, landings, detectable warning devices, transition sidewalk, adjust pull box to grade and all other work shown on the plans and including excavation, preparation and compaction of subgrade, forming, furnishing the Portland cement concrete, placement, finishing, furnishing and installation of detectable warning surface material, replacement and reconfiguration of existing landscaping and irrigation, regrading, and traffic control and all other work required to result in a complete project.

Bid Item 2 – Furnish and Install Detectable Warning Surface (Truncated Domes) on Existing Ramps Per Caltrans Std. Plan A88A: Payment for this item shall be paid at the contract price per square foot (SF) and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals required to furnish and install detectable warning surface and all other work required to result in a complete project, including traffic control and no additional compensation will be allowed therefore.

Bid Item 3 – Furnish and Install Detectable Warning Surface (Truncated Domes) on Existing Sidewalk Per SCRRA: Payment for this item shall be paid at the contract price per square foot (SF) and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals required to furnish and install detectable warning surface on adjacent to each side of the railroad track per SCRRA standards and requirements and all other

work required to result in a complete project, including traffic control and no additional compensation will be allowed therefore.

Bid Item 4 – Construct Metal Handrail per SPPWC Std Plan No. 606-5, Type B: Payment for this item shall be paid at the contract price per Linear Foot (LF) and shall include full compensation for furnishing all labor, materials, tools, equipment, fabricating, installing, incidentals and all other work involved complete in place including foundation, end caps and traffic control and no additional compensation will be allowed therefore.

Bid Item 5 -Traffic Signal Modification Hubbard St at San Fernando Rd: Payment for this item shall include full compensation for all labor, materials, tools, equipment and incidentals required in removing and installing vehicle heads, pedestrian heads, luminaires, pedestrian push buttons, LED street name signs, non-illuminated street name signs, GPS unit, wiring and appurtenances required for modifying the traffic signal, including traffic control, maintaining existing and temporary electrical systems, as specified per the plan and the Caltrans Standard Plans and the provisions of Sections 86 and 87 of the Caltrans Standard Specifications. This bid item will be paid for by Lump Sum, prorated, based on percentage of work completed.

Bid Item 6 -Traffic Signal Modification Hubbard St at Truman St: Payment for this item shall include full compensation for all labor, materials, tools, equipment and incidentals required in removing and installing vehicle heads, pedestrian heads, luminaires, pedestrian push buttons, LED street name signs, non-illuminated street name signs, GPS unit, wiring and appurtenances required for modifying the traffic signal, including traffic control, maintaining existing and temporary electrical systems, as specified per the plan and the Caltrans Standard Plans and the provisions of Sections 86 and 87 of the Caltrans Standard Specifications. This bid item will be paid for by Lump Sum, prorated, based on percentage of work completed.

Bid Item 7 -Traffic Signal Modification Hubbard St at First St: Payment for this item shall include full compensation for all labor, materials, tools, equipment and incidentals required in removing and installing traffic signal poles, loop detectors, vehicle heads, pedestrian heads, luminaires, pedestrian push buttons, LED street name signs, non-illuminated street name signs, GPS unit, wiring and appurtenances required for modifying the traffic signal, including traffic control, maintaining existing and temporary electrical systems, as specified per the plan and the Caltrans Standard Plans and the provisions of Sections 86 and 87 of the Caltrans Standard Specifications. This bid item will be paid for by Lump Sum, prorated, based on percentage of work completed.

Bid Item 8 -Traffic Signal Modification Maclay Ave at San Fernando Rd: Payment for this item shall include full compensation for all labor, materials, tools, equipment and incidentals required in removing and installing traffic signal poles, loop detectors, vehicle heads, pedestrian heads, luminaires, pedestrian push buttons, LED street name signs, non-illuminated street name signs, GPS unit, wiring and appurtenances required for modifying the traffic signal, including traffic control, maintaining existing and temporary electrical systems, as specified per the plan and the Caltrans Standard Plans and the provisions of Sections 86 and 87 of the Caltrans Standard Specifications. This bid item will be paid for by Lump Sum, prorated, based on percentage of work completed.

Bid Item 9 -Traffic Signal Modification Maclay Ave at Truman St: Payment for this item shall include full compensation for all labor, materials, tools, equipment and incidentals required in removing and installing traffic signal poles, loop detectors, vehicle heads, pedestrian heads,

luminaires, pedestrian push buttons, LED street name signs, non-illuminated street name signs, GPS unit, wiring and appurtenances required for modifying the traffic signal, including traffic control, maintaining existing and temporary electrical systems, as specified per the plan and the Caltrans Standard Plans and the provisions of Sections 86 and 87 of the Caltrans Standard Specifications. This bid item will be paid for by Lump Sum, prorated, based on percentage of work completed.

Bid Item 10 - Traffic Signal Modification Maclay Ave at First St: Payment for this item shall include full compensation for all labor, materials, tools, equipment and incidentals required in removing and installing traffic signal poles, loop detectors, vehicle heads, pedestrian heads, luminaires, pedestrian push buttons, LED street name signs, non-illuminated street name signs, GPS unit, wiring and appurtenances required for modifying the traffic signal, including traffic control, maintaining existing and temporary electrical systems, as specified per the plan and the Caltrans Standard Plans and the provisions of Sections 86 and 87 of the Caltrans Standard Specifications. This bid item will be paid for by Lump Sum, prorated, based on percentage of work completed.

Bid Item 11 - Traffic Signal Modification Brand Blvd at San Fernando Rd: Payment for this item shall include full compensation for all labor, materials, tools, equipment and incidentals required in removing and installing loop detectors, vehicle heads, pedestrian heads, luminaires, pedestrian push buttons, LED street name signs, non-illuminated street name signs, GPS unit, wiring and appurtenances required for modifying the traffic signal, including traffic control, maintaining existing and temporary electrical systems, as specified per the plan and the Caltrans Standard Plans and the provisions of Sections 86 and 87 of the Caltrans Standard Specifications. This bid item will be paid for by Lump Sum, prorated, based on percentage of work completed.

Bid Item 12 - Traffic Signal Modification Brand Blvd at Truman St: Payment for this item shall include full compensation for all labor, materials, tools, equipment and incidentals required in removing and installing traffic signal poles, vehicle heads, pedestrian heads, luminaires, pedestrian push buttons, LED street name signs, non-illuminated street name signs, GPS unit, wiring, adjustments to video detection system and appurtenances required for modifying the traffic signal, including traffic control, maintaining existing and temporary electrical systems, as specified per the plan and the Caltrans Standard Plans and the provisions of Sections 86 and 87 of the Caltrans Standard Specifications. This bid item will be paid for by Lump Sum, prorated, based on percentage of work completed.

Bid Item 13 - Traffic Signal Modification Wolfskill St at Truman St: Payment for this item shall include full compensation for all labor, materials, tools, equipment and incidentals required in removing and installing traffic signal poles, loop detectors, vehicle heads, pedestrian heads, luminaires, pedestrian push buttons, LED street name signs, non-illuminated street name signs, GPS unit, wiring and appurtenances required for modifying the traffic signal, including traffic control, maintaining existing and temporary electrical systems, as specified per the plan and the Caltrans Standard Plans and the provisions of Sections 86 and 87 of the Caltrans Standard Specifications. This bid item will be paid for by Lump Sum, prorated, based on percentage of work completed.

Bid Item 14 – Signing and Striping: Payment for this item shall include full compensation for all labor, materials, tools, equipment and incidentals required to furnish and install street signs, sign posts, pedestrian barricade, hardware, striping, raised pavement markers, pavement

legends and curb markings, including traffic control, removing and disposing of existing signs, striping and markers, as shown on the plans and doing all other work necessary to complete the signing and striping installations in accordance with the Caltrans Standard Plans and Specifications. This bid item will be paid for by Lump Sum, prorated, based on percentage of work completed.

Federal Requirements

EXHIBIT 12-G REQUIRED FEDERAL-AID CONTRACT LANGUAGE
(For Local Assistance Construction Projects)

The following language must be incorporated into all Local Assistance Federal-aid construction contracts.
The following language, with minor edits, was taken from the Code of Federal Regulations.

MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION

1.	DISADVANTAGED BUSINESS ENTERPRISES (DBE).....	2
A.	Nondiscrimination Statement	2
B.	Contract Assurance	3
C.	Prompt Progress Payment	3
D.	Prompt Payment of Withheld Funds to Subcontractors	3
E.	Termination and Replacement of DBE Subcontractors	4
F.	Commitment and Utilization.....	6
G.	Running Tally of Attainments	6
H.	Commercially Useful Function	7
I.	Use of Joint Checks	8
2.	BID OPENING	8
3.	BID RIGGING	9
4.	CONTRACT AWARD	9
5.	CONTRACTOR LICENSE	9
6.	CHANGED CONDITIONS	9
7.	BEGINNING OF WORK, TIME OF COMPLETION, AND LIQUIDATED DAMAGES.....	10
8.	BUY AMERICA.....	10
9.	QUALITY ASSURANCE	11
10.	PROMPT PAYMENT FROM THE AGENCY TO THE CONTRACTORS	11
11.	FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS	11
12.	FEMALE AND MINORITY GOALS	25
13.	TITLE VI ASSURANCES	26
14.	USE OF UNITED STATES-FLAG VESSELS (CARGO PREFERENCE ACT)	30
15.	FEDERAL TRAINEE PROGRAM	30
16.	PROHIBITIONS OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT AND SERVICES.....	31

1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

The contractor, subrecipient, or subcontractor shall take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a contract goal for DBEs. The prime contractor shall make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

The prime contractor shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal. An adequate GFE means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If the DBE goal is not met, the contractor needs to complete and submit the DBE GFE documentation as described in Local Assistance Procedures Manual (LAPM) Chapter 9, Section 9.8 within 5 (five) days of bid opening.

It is the prime contractor's responsibility to verify at date of bid opening that the DBE firm is certified as a DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and work code applicable to the type of work the firm will perform on the contract. Additionally, the prime contractor is responsible to document the verification record by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at <https://dot.ca.gov/programs/civil-rights/dbe-search>.

DBE participation will only count toward the California Department of Transportation's federally mandated statewide overall DBE goal if the DBE performs a commercially useful function under 49 CFR 26.55.

Credit for materials or supplies the prime contractor purchases from DBEs counts toward the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

The prime contractor receives credit toward the goal if they employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) as follows:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.
- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

A. Nondiscrimination Statement

The contractor, subrecipient, or subcontractor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the Local Agency components of the DBE Program Plan, the contractor, subrecipient, or subcontractor will not, directly, or through contractual or other arrangements, use criteria or methods of

administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

B. Contract Assurance

Under 49 CFR 26.13(b):

The contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

C. Prompt Progress Payment

In accordance with California Business and Professions Code Section 7108.5, the prime contractor or subcontractor shall pay to any subcontractor, not later than **seven days** after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed the contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the prime contractor or subcontractor to a subcontractor, the prime contractor or subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subcontractors.

D. Prompt Payment of Withheld Funds to Subcontractors

The Agency may hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The Agency shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor. The Agency shall include either Method 1, Method 2, or Method 3 below and delete the other two.

Method 1: No retainage will be held by the Agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Method 2: No retainage will be held by the Agency from progress payments due to the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within seven (7) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed

to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Method 3: The Agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within seven (7) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the Agency. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Any violation of these provisions of Prompt Progress Payment and Prompt Payment of Withheld Funds to Subcontractors shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontractor performance, or noncompliance by a subcontractor.

E. Termination and Replacement of DBE Subcontractors

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the Agency's written consent. The prime contractor shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without prior written authorization from the Agency. Unless the Agency's prior written consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 15-G Construction Contract DBE Commitment form, included in the Bid.

Termination of DBE Subcontractors

After a contract with a specified DBE goal has been executed, termination of a DBE may be allowed for the following, but not limited to, justified reasons with prior written authorization from the Agency:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The Local Agency stipulated that a bond is a condition of executing the subcontract, and the listed DBE fails to meet the Local Agency's bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law, or DBE is not properly registered with the California Department of Industrial Relations as a public works contractor.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
8. Listed DBE voluntarily withdraws with written notice from the Contract.
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The Agency determines other documented good cause.

To terminate a DBE or to terminate a portion of a DBE's work, the contractor must use the following procedures:

1. Send a written notice to the DBE of Contractor's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the Agency. The written notice to the DBE must request they provide any response within five (5) business days to both the Contractor and the Agency by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.
2. If the DBE does not respond within 5 business days, Contractor may move forward with the request as if the DBE had agreed to Contractor's written notice.
3. Submit Contractor's DBE termination request by written letter to the Agency and include:
 - One or more above listed justifiable reasons along with supporting documentation
 - Contractor's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of Contractor's written notice
 - The DBE's response to Contractor's written notice, if received. If a written response was not provided, provide a statement to that effect.

The Agency shall respond in writing to Contractor's DBE termination request within 5 business days.

Replacement of DBE Subcontractors

After receiving the Agency's written authorization of DBE termination request, the Contractor must obtain the Agency's written agreement for DBE replacement. The Contractor must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to the Agency which must include:
 - a. Description of remaining uncommitted work items made available for replacement DBE solicitation and participation.
 - b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
 - Quote for bid item work and description of work to be performed
 - Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
 - Revised Subcontracting Request form
 - Revised Exhibit 15-G: Construction Contract DBE Commitment
2. If Contractor has not identified a DBE replacement firm, submit documentation of the Contractor's GFEs to use DBE replacement firms within 7 days of Agency's authorization to terminate the DBE. The Contractor may request the Agency's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:
 - Search results of certified DBEs available to perform the original DBE work identified and/or other work the Contractor had intended to self-perform, to the extent needed to meet the DBE commitment
 - Solicitations of DBEs for performance of work identified
 - Correspondence with interested DBEs that may have included contract details and requirements
 - Negotiation efforts with DBEs that reflect why an agreement was not reached
 - If a DBE's quote was rejected, provide Contractor's reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
 - Copies of each DBE's and non-DBE's price quotes for work identified, as the Agency may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
 - Additional documentation that supports the GFE

The Agency shall respond in writing to the Contractor's DBE replacement request within five (5) business days. The Contractor must submit a revised Subcontracting Request form if the replacement plan is authorized by the Agency.

F. Commitment and Utilization

The Agency's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The bidder shall complete and sign Exhibit 15-G Construction Contract DBE Commitment included in the contract documents regardless of whether DBE participation is reported. The bidder shall provide written confirmation from each DBE that the DBE is participating in the Contract. LAPM Exhibit 9-I: DBE Confirmation or equivalent form and DBE's quote must be submitted. The written confirmation must be submitted no later than 4pm on the 5th day after bid opening. If a DBE is participating as a joint venture partner, the bidder shall submit a copy of the joint venture agreement.

If the DBE Commitment form, Exhibit 15-G, is not submitted with the bid, it must be completed and submitted by all bidders to the Agency within five (5) days of bid opening. If the bidder does not submit the DBE Commitment form within the specified time, the Agency will find the bidder's bid nonresponsive.

The prime contractor shall use each DBE subcontractor as listed on Exhibit 15-G: Construction Contract DBE Commitment unless they receive written authorization for a termination or replacement from the Agency.

The Agency shall request the prime contractor to:

1. Notify the Resident Engineer or Inspector of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subcontractor
 - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each DBE (see Exhibit 9-F Monthly Disadvantaged Business Enterprise Payment)

If the prime contractor is a DBE contractor, they shall include the date of work performed by their own forces and the corresponding value of the work.

Before the 15th of each month, the prime contractor shall submit a Monthly DBE Trucking Verification (LAPM Exhibit 16-Z1) form.

If a DBE is decertified before completing its work, the DBE must notify the prime contractor in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify the prime contractor in writing of the certification date. The prime contractor shall submit the notifications. Upon work completion, the prime contractor shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form within 30 days of contract acceptance.

Upon work completion, the prime contractor shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it within 90 days of contract acceptance. The Agency will withhold \$10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

G. Running Tally of Attainments

For projects awarded on or after March 1, 2020, but before September 1, 2023:

After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant must complete and email the Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to local administering agencies.

For projects that are awarded on or after September 1, 2023:

Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the prime contractor must now submit Exhibit 9-P to the Local Agency administering the contract. If the Contractor does not make any payments to subcontractors, supplier(s) and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

H. Commercially Useful Function

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work on the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that the DBE is not performing a CUF. Additionally, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

The Contractor must perform CUF evaluation for each DBE company working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work and continue to monitor the performance of CUF for the duration of the project.

The Contractor must provide written notification to the AGENCY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 (ten) days of a DBE initially performing work or supplying materials on the contract, the Contractor shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading
- Invoices
- Proof of payment

The Contractor must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation. The Contractor must submit to the AGENCY these quarterly evaluations and validations by the 5th of the month for the previous three (3) months of work.

The Contractor must notify the AGENCY immediately if the Contractor believes the DBE may not be performing a CUF.

The AGENCY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional AGENCY evaluations. The AGENCY must evaluate DBEs and their CUF performance throughout the duration of a Contract. The AGENCY will provide written notice to Contractor and DBE at least two (2) business days prior to any evaluation. The Contractor and DBE must participate in the evaluation. Upon completing the evaluation, the AGENCY must share the evaluation results with the Contractor and DBE. An evaluation could include items that must be remedied upon receipt. If the AGENCY determines the DBE is not performing a CUF the Contractor must suspend performance of the noncompliant work.

The Contractor and DBEs must submit any additional CUF related records and documents within five (5) business days of AGENCY's request such as

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If the Contractor and/or the AGENCY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, immediately suspend performance of the noncompliant portion of the work. The AGENCY may deny payment for the noncompliant portion of the work. The AGENCY will ask the Contractor to submit a corrective action plan (CAP) to the AGENCY within five (5) days of the noncompliant CUF determination. The CAP must identify how the Contractor will correct the noncompliance findings for the remaining portion of the DBE's work. The AGENCY has five (5) days to review the CAP in conjunction with the prime contractor's review. The Contractor must implement the CAP within five (5) days of the AGENCY's approval. The AGENCY will then authorize the prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a CUF on the Contract, then the Contractor may have good cause to request termination of the DBE.

I. Use of Joint Checks

A joint check may be used between the Contractor or lower-tier subcontractor and a DBE subcontractor purchasing materials from a material supplier if the contractor obtains prior approval from the LPA for the proposed use of joint check upon submittal of the LAPM 9-K: DLA Disadvantaged Business Enterprises (DBE) Joint Check Agreement Request form.

To use a joint check, the following conditions must be met:

- All parties, including the Contractor, must agree to the use of a joint check
- Entity issuing the joint check acts solely to guarantee payment
- DBE must release the check to the material supplier
- LPA must authorize the request before implementation
- Any party to the agreement must provide requested documentation within 10 days of the LPA's request for the documentation
- Agreement to use a joint check must be short-term, not to exceed 1 year, allowing sufficient time needed to establish or increase a credit line with the material supplier

A request for a joint check agreement may be initiated by any party.

If a joint check is used, the DBE remains responsible for all elements of 49 CFR 26.55(c)(1).

Failure to comply with the above requirements disqualifies DBE participation and results in no credit and no payment to the Contractor for DBE participation.

A joint check may not be used between the Contractor or subcontractor and a DBE regular dealer, bulk material supplier, manufacturer, wholesaler, broker, trucker, packager, manufacturer's representative, or other persons who arrange or expedite transactions.

2. BID OPENING The Agency publicly opens and reads bids at the time and place shown on the Notice to Contractors.

- 3. BID RIGGING** The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.
- 4. CONTRACT AWARD** If the Agency awards the contract, the award is made to the lowest responsible and responsive bidder.
- 5. CONTRACTOR LICENSE** The Contractor must be properly licensed as a contractor from contract award through contract acceptance (Public Contract Code § 10164).

6. CHANGED CONDITIONS

A. Differing Site Conditions

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work. (This provision may be omitted by the Local Agency, at their option.)

B. Suspensions of Work Ordered by the Engineer

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

C. Significant Changes in the Character of Work

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project.

- Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
 3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
 4. The term "significant change" shall be construed to apply only to the following circumstances:
 - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
 - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall begin work within 15 calendar days after the issuance of the Notice to Proceed.

This work shall be diligently prosecuted to completion before the expiration of 50 WORKING DAYS after the date shown on the Notice to Proceed.

The Contractor shall pay to the City of San Fernando the sum of \$3,200 per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

8. BUY AMERICA

Buy America requirements apply to steel and iron, manufactured products, and construction materials permanently incorporated into the project.

Steel and Iron Materials

All steel and iron materials must be melted and manufactured in the United States except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials produced outside the United States does not exceed the greater of 0.1 percent of the total contract amount or \$2,500, materials produced outside the U.S. may be used if authorized.

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. All melting and manufacturing processes for these materials, including an application of a coating, must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied.

Manufactured Products

Iron and steel used in precast concrete manufactured products must meet the requirements of the above section (Steel and Iron Materials) regardless of the amount used. Iron and steel used in other manufactured products must meet the requirements of the above section (Steel and Iron Materials) if the weight of steel and iron components constitutes 90 percent or more of the total weight of the manufactured product.

Construction Materials

Buy America requirements apply to the following construction materials that are or consist primarily of:

1. Non-ferrous metals
2. Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables)
3. Glass (including optic glass)
4. Lumber
5. Drywall

Where one or more of these construction materials have been combined by a manufacturer with other materials through a manufacturing process, Buy America requirements do not apply unless otherwise specified.

Furnish construction materials to be incorporated into the work with certificates of compliance with each project delivery. Manufacturer's certificate of compliance must identify where the construction material was manufactured and attest specifically to Buy America compliance.

All manufacturing processes for these materials must occur in the United States.

Buy America requirements do not apply to the following:

1. Tools and construction equipment used in performing the work
2. Temporary work that is not incorporated into the finished project

Waivers

If Buy America waivers are granted, use the following language to include in the contract:

The following steel and iron products, manufactured products, or construction materials have received an approved Buy America waiver for this contract and, therefore, are not subject to Buy America requirements:

1. _____
2. _____

9. QUALITY ASSURANCE

The Local Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. The Local Agency may examine the records and reports of tests the prime contractor performs if they are available at the job site. Schedule work to allow time for QAP.

10. PROMPT PAYMENT

A. FROM THE AGENCY TO THE CONTRACTORS

The Local Agency shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from the Contractor on a construction contract. If the Local Agency fails to pay promptly, the Local Agency shall pay interest to the Contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the Local Agency shall act in accordance with both of the following:

1. The Local Agency shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.
2. The Local Agency must return any payment request deemed improper by the Local Agency to the Contractor as soon as feasible, but not later than seven (7) days, after receipt. A request returned Page 11 of 32 May 2023 Local Assistance Procedures Manual Exhibit 12-G Required Federal-Aid Contract Language pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

B. FROM THE AGENCY TO THE CONTRACTORS

For projects awarded on or after September 1, 2023:

The Contractor must submit Exhibit 9-P to the Local Agency administering the contract by the 15th of the month following the month of any payment(s). If the Contractor does not make any payments to subcontractors, supplier(s) and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The Local Agency must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfall to the DBE commitment and prompt payment issues until the end of the project. The Local Agency must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the Contractor.

11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS

(Excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS)

[The following 12 pages must be physically inserted into the contract without modification.]

FHWA-1273 -- Revised July 5, 2022

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower-tier subcontracts (excluding purchase orders, rental agreements, and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement, or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor, or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts, and in lower-tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements, and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor, or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposal documents; however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts, and lower-tier subcontracts (excluding purchase orders, rental agreements, and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment, or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d *et seq.*), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60 and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d *et seq.*), and related regulations including 49 CFR Parts 21, 26, and 27 and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60, and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age, or disability. Such action shall include employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment, and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (*i.e.*, apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials, and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendices A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NON-SEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the nationally significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract, shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside, in a separate account, assets for the meeting of obligations under the plan or program.

2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics,

including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Website. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or

subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency, or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State

Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower-tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor

set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility (29 CFR 5.5)

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

* \$27 as of January 23, 2019 (see 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

3. Withholding for unpaid wages and liquidated damages.

The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization. 23 CFR 635.116.

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower-tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions (based on longstanding interpretation):

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance, and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or

equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph 1 of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned, or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract (based on longstanding interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph 1 is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 636.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices, and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance

with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report, or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916 (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts, or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. CFR 180.220 and 1200.220.

1. Instructions for Certification – First-Tier Participants:

a. By signing and submitting this proposal, the prospective first-tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first-tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first-tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause or default. 2 CFR 180.325.

d. The prospective first-tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First-Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower-Tier Covered Transactions" refers to any covered transaction under a First-Tier Covered Transaction (such as subcontracts). "First-Tier Participant" refers to the participant

who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower-Tier Participant" refers to any participant who has entered into a covered transaction with a First-Tier Participant or other Lower-Tier Participant (such as subcontractors and suppliers).

f. The prospective first-tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first-tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower-Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300, 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower-tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First-Tier Participants:

a. The prospective first-tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800;

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default. 2 CFR 180.335(d);

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification – Lower-Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower-tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower-tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated, may pursue available remedies, including suspension and/or debarment.

c. The prospective lower-tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is

submitted for assistance in obtaining a copy of those regulations. "First-Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower-Tier Covered Transactions" refers to any covered transaction under a First-Tier Covered Transaction (such as subcontracts). "First-Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower-Tier Participant" refers to any participant who has entered into a covered transaction with a First-Tier Participant or other Lower-Tier Participant (such as subcontractors and suppliers).

e. The prospective lower-tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower-tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower-Tier Covered Transaction," without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower-tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower-Tier Participants:

1. The prospective lower-tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

2. Where the prospective lower-tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification shall be included in all lower-tier

subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA-funded contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.
2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR 620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills-of-lading, certified onboard, dated, with rates and charges. These bills-of-lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor.) 46 CFR 381.7.

12. FEMALE AND MINORITY GOALS

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed \$10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

MINORITY UTILIZATION GOALS

Economic Area		Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey	28.9
	7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	25.6
	7400 San Jose, CA CA Santa Clara, CA	19.6
	7485 Santa Cruz, CA CA Santa Cruz	14.9
	7500 Santa Rosa CA Sonoma	9.1
	8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano	17.1
	Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	23.2
	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo	16.1
	Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus	12.3
	8120 Stockton, CA CA San Joaquin	24.3
	Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern	19.1
	2840 Fresno, CA CA Fresno	26.1
	Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	23.6

180	Los Angeles, CA:	
	SMSA Counties:	
	0360 Anaheim-Santa Ana-Garden Grove, CA	11.9
	CA Orange	
	4480 Los Angeles-Long Beach, CA	28.3
	CA Los Angeles	
	6000 Oxnard-Simi Valley-Ventura, CA	21.5
	CA Ventura	
	6780 Riverside-San Bernardino-Ontario, CA	19.0
	CA Riverside; CA San Bernardino	
181	7480 Santa Barbara-Santa Maria-Lompoc, CA	19.7
	CA Santa Barbara	
	Non-SMSA Counties	24.6
	CA Inyo; CA Mono; CA San Luis Obispo	
	San Diego, CA:	
	SMSA Counties	
181	7320 San Diego, CA	16.9
	CA San Diego	
	Non-SMSA Counties	18.2
181	CA Imperial	

For the last full week of July during which work is performed under the contract, the prime contractor and each non-material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

13. TITLE VI ASSURANCES

The U.S. Department of Transportation Order No. 1050.2A requires all federal-aid Department of Transportation contracts between an agency and a contractor to contain Appendix A and Appendix E. *(Appendix B is required only if the contract impacts deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein. Appendices C and D are required only if the contract impacts deeds, licenses, leases, permits, or similar instruments entered into by the recipient.)*

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees, and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

- Compliance with Regulations:** CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- Nondiscrimination:** CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- Solicitations for Sub-agreements, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- Information and Reports:** CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California

Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate and shall set forth what efforts CONTRACTOR has made to obtain the information.

- e. Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- f. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the

event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C
CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED
UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D
CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY
ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will thereupon revert to and vest in and become the absolute property of the recipient and its assigns.

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), prohibits discrimination on the basis of race, color, national origin; and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

14. USE OF UNITED STATES-FLAG VESSELS (CARGO PREFERENCE ACT)

The CONTRACTOR agrees-

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carries, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
2. To Furnish within 20 days following the date of loading for shipments originating within the United State or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

15. FEDERAL TRAINEE PROGRAM (to be used when applicable)

For the Federal training program, the number of trainees or apprentices is .

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of the prime contractor's equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

The prime contractor has primary responsibility for meeting this training requirement.

If the prime contractor subcontracts a contract part, they shall determine how many trainees or apprentices are to be trained by the subcontractor. Include these training requirements in each subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of the prime contractor's needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, the prime contractor shall submit to the City:

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

The prime contractor shall obtain approval from the City for this submitted information before the prime contractor starts work. The City credits the prime contractor for each apprentice or trainee the prime contractor employs on the job who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeymen status. The prime contractor shall make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area and show that they have made the efforts. In making these efforts, the prime contractor shall not discriminate against any applicant for training.

The prime contractor shall not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

The prime contractor shall ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. The prime contractor's records must show the employee's answers to the questions.

In the training program, the prime contractor shall establish the minimum length and training type for each classification. The City and FHWA approve a program if one of the following is met:

1. It is calculated to:
 - Meet equal employment opportunity responsibilities
 - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

The prime contractor shall obtain the State's approval for their training program before they start work involving the classification covered by the program.

The prime contractor shall provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City reimburses the prime contractor 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and the prime contractor does at least one of the following:
 - Contribute to the cost of the training
 - Provide the instruction to the apprentice or trainee
 - Pay the apprentice's or trainee's wages during the off-site training period
3. If the prime contractor complies with this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

The prime contractor shall furnish the apprentice or trainee with a copy of the program with which the prime contractor will comply in providing the training.

16. PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT AND SERVICES

In response to significant national security concerns, the agency shall check the prohibited vendor list before making any telecommunications and video surveillance purchase because recipients and subrecipients of federal funds are prohibited from obligating or expending loan or grant funds to:

- Procure or obtain;
- Extend or renew a contract to procure or obtain; or
- Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

The prohibited vendors (and their subsidiaries or affiliates) are:

- Huawei Technologies Company;
- ZTE Corporation;
- Hytera Communications Corporation;

- Hangzhou Hikvision Digital Technology Company;
- Dahua Technology Company; and
- Subsidiaries or affiliates of the above-mentioned companies.

In implementing the prohibition, the agency administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THIS CERTIFICATION, WHICH IS A PART OF THIS PROPOSAL.)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The ☐bidder / ☐proposed subcontractor hereby certifies that he ☐has / ☐has not participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THIS CERTIFICATION, WHICH IS A PART OF THIS PROPOSAL.)

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the Bidder ☐has / ☐has not been convicted within the preceding three (3) years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The Bidder must place a checkmark before "has" or "has not" in one of the check boxes provided.

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

☐ Yes ☐ No

If the answer is yes, explain the circumstances in the following space:

Public Contract Code Section 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor hereby states under penalty of perjury that no more than one (1) final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THIS CERTIFICATION, WHICH IS A PART OF THIS PROPOSAL.)

DEBARMENT AND SUSPENSION CERTIFICATION
TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded, or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: Providing false information may result in criminal prosecution or administrative sanctions.

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THIS CERTIFICATION, WHICH IS A PART OF THIS PROPOSAL.)

**NONLOBBYING CERTIFICATION
FOR FEDERAL-AID CONTRACTS**

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> c. initial award <input type="checkbox"/> d. post-award	3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency:		7. Federal Program Name/Description: CFDA Number, if applicable
8. Federal Action Number, if known:		9. Award Amount, if known: \$
10. a. Name and Address of Lobbying Registrant <i>(If individual, last name, first name, MI):</i> <i>(attach Continuation Sheet(s) if necessary)</i>		b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>
11. Amount of Payment (check all that apply) \$ <input type="checkbox"/> Actual <input type="checkbox"/> Planned	13. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature Value		
14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11: <i>(attach Continuation Sheet(s) if necessary)</i>		
15. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/>		
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only:		

Authorized for Local Reproduction
Standard Form – LLL

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, sub-grants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee," then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known (e.g., Department of Transportation, United States Coast Guard).
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Exhibit 15-G: Construction Contract DBE Commitment

1. Local Agency: City of San Fernando 2. Contract DBE Goal: 18 %
3. Project Description: Traffic Signal Modifications – 9 Locations
4. Project Location: 9 Signalized Intersections Citywide
5. Bidder's Name: _____ 6. Prime Certified DBE: ☐ 7. Bid Amount: \$ _____
8. Total Dollar Amount for ALL Subcontractors: _____ 9. Total Number of ALL Subcontractors: _____

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. NAICS or Work Category Codes	13. DBE Certification Number	14. DBE Contact Information (Must be certified on the date bids are opened)	15. DBE Dollar Amount

Local Agency to Complete this Section upon Execution of Award		16. TOTAL CLAIMED DBE PARTICIPATION		\$
22. Local Agency Contract Number: _____		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.		%
23. Federal-Aid Project Number: <u>HSIPL-5202(019)</u>				
24. Bid Opening Date: _____				
25. Contract Award Date: _____				
26. Award Amount: _____		Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		
27. Local Agency Representative's Signature _____		28. Date _____	17. Preparer's Signature _____	18. Date _____
29. Local Agency Representative's Name _____		30. Phone _____	19. Preparer's Name _____	20. Phone _____
31. Local Agency Representative's Title _____		21. Preparer's Title _____		

DISTRIBUTION: 1. Original – Local Agency
2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.
3. Include additional copy with award package.

INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT

CONTRACTOR SECTION

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
- 4. Project Location** - Enter the project location(s) as shown on the project advertisement.
- 5. Bidder's Name** - Enter the contractor's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Bid Amount** - Enter the total contract bid dollar amount for the prime contractor.
- 8. Total Dollar Amount for ALL Subcontractors** - Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
- 9. Total number of ALL subcontractors** - Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
- 10. Bid Item Number** - Enter bid item number for work, services, or materials supplied to be provided.
- 11. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 12. NAICS or Work Category Codes** - Enter NAICS or Work Category Codes from the California Unified Certification Program database.
- 13. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 14. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor's name and phone number, if the prime is a DBE.
- 15. DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 16. Total Claimed DBE Participation** - \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 17. Preparer's Signature** - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
- 18. Date** - Enter the date the DBE commitment form is signed by the contractor's preparer.
- 19. Preparer's Name** - Enter the name of the person preparing and signing the contractor's DBE commitment form.
- 20. Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
- 21. Preparer's Title** - Enter the position/title of the person signing the contractor's DBE commitment form.

LOCAL AGENCY SECTION

- 22. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 23. Federal-Aid Project Number** - Enter the Federal-Aid Project Number(s).
- 24. Bid Opening Date** - Enter the date contract bids were opened.
- 25. Contract Award Date** - Enter the date the contract was executed.
- 26. Award Amount** - Enter the contract award amount as stated in the executed contract.
- 27. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
- 28. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 29. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.
- 30. Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
- 31. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.

EXHIBIT 9-I: DISADVANTAGED BUSINESS ENTERPRISE (DBE) CONFIRMATION

FEDERAL PROJECT NUMBER HSIPL-5202(019)		
NAME OF DBE BUSINESS		
NAME OF DBE REPRESENTATIVE		
DBE CERTIFICATION NUMBER		
NAME OF BIDDER		
NAME OF PRIME CONTRACTOR IF DIFFERENT FROM THE BIDDER		
NAME OF REPRESENTATIVE OF PRIME CONTRACTOR		
DATE		
Bid Item Number	Item of work and description of services to be subcontracted or materials to be provided ¹	Amount (\$)
¹ If 100% of an item is not to be performed or furnished by the DBE, describe the exact portion of the item to be performed or furnished. DBE firms can use this form as a written confirmation or use an equivalent form. Written confirmation must be submitted no later than 4 pm on the 5 th day after bid opening.		Total As an authorized representative of a certified disadvantaged business enterprise, I confirm if the bidder is awarded the contract, my business will enter into a contractual agreement with the bidder or prime contractor to perform the type and dollar amount of work shown on the DBE Commitment form. Signature of DBE's Authorized Representative Printed Name of DBE's Authorized Representative Title of DBE's Authorized Representative Date

EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Federal-aid Project No(s). HSIPL-5202(019) Cost Proposal Due Date _____ PE/CE
Bid Opening Date _____ CON

The City of San Fernando established a Disadvantaged Business Enterprise (DBE) goal of 18% for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) calendar days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer's or bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions, **please attach additional sheets as needed**:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

- C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

Items of Work	Proposer or Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

- E. Efforts (e.g., in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

-
-
-
-
-

-
-
-
-
-
-

- [illegible]

EXHIBIT 9-F: DISADVANTAGED BUSINESS ENTERPRISE (DBE) RUNNING TALLY OF PAYMENTS

Save this form using the following naming convention: [9-digit Federal Aid number]-[yyyyymm]-[ss].xlsx. [yyyyymm] is the reporting period, [ss] is a two-digit sequential number, applicable when consultant or contractor has more than one 9-F form to complete per pay period. For example, a valid saved file could read: 1234(567)-202207-01.xlsx. Prime contractors/consultants are required to submit this form no later than the 10th of the following month, after submitting an invoice for reimbursement that includes a payment to a DBE. If no payments have been made, do not submit the form. Email this form to business.support.unit@dot.ca.gov with a copy to the local administering agencies. **Do not submit this form with the invoice; it will not be processed.**

(1) Reporting Period (mm-yyyy)	(2) Federal Aid Project Number			(3) Caltrans District			(4) Local Agency
	5202(019)			7			City of San Fernando
(5) Contract Number	(6) Total Contract Award Amount (\$)			(7) DBE Goal Percentage (%)			(8) DBE Committed Percentage (%)
				18			
(9) Business Name	(10) Amount Prime Invoiced This Period (\$)			(11) Amount Paid to Prime to Date (\$)			(12) Prime Certified DBE?
(13) DBE Subcontractor/Subconsultant Name	(14) DBE Cert. Number	(15) Contract Type	(16) Date of Payment	(17) Amount of This Payment	(18) Amount Paid to Date	(19) Amount Committed to This DBE	(20) Comments
			Totals				

List all DBEs regardless of tier, whether or not the firms were originally listed in Exhibit 10-O2 or 15-G as a DBE commitment. If the actual DBE utilization was different than that approved at the time of award, provide comments in box (20). All payments reported, including payments to contractor/consultant, are for the date listed. Select the most appropriate contract type (Agent, Consultant, Joint Venture, Manufacturer, Prime, Regular Dealer, Subcontractor, Truck/Haul, Service Provider) for the DBE.

By executing this 9-F, Contractor represents and warrants, under penalty of perjury, that:
Contractor/Consultant contracted with the Disadvantaged Business Enterprise companies (DBEs) as set forth in their awarded bid on the subject contract.
Contractor paid the full amounts listed on their 9-F to the DBEs set forth in Contractor's awarded bid, without reduction or offset.

(21) Prime Contractor/Consultant Manager's Name (Print)	(22) Business Phone Number	(23) Date
(24) COPY DISTRIBUTION: Original - Prime Contractor/Consultant, Copy - E-mail: Business.Support.Unit@dot.ca.gov; Copy: Local Administering Agency		

Exhibit 9-F Instructions

I. Purpose:

Title 49 of the Code of Federal Regulations (CFR), Part 26.37(c) requires recipients of federal-aid funding to “provide a running tally of actual attainments, including a means of comparing these attainments to commitments.” This requirement does not apply to projects that do not have any federal funding.

II. Policy:

- A. To comply with 49 CFR 26.37(c), the prime contractors/consultants must complete Exhibit 9-F Disadvantaged Business Enterprise Running Tally of Payments and email it to business.support.unit@dot.ca.gov and their local administering agencies after submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month. Submission of this Exhibit is required until all DBE subcontracting or material supply activity on the entire project is completed.
- B. Save this form using the following naming convention: [9-digit Federal Aid number]-[yyyymm]-[ss].xlsx. [yyyymm] is the reporting period, [ss] is the two-digit sequential number, applicable when consultant or contractor has more than one 9-F form to complete per pay period. For example, a valid saved file could read: 1234(567)-202207-01.xlsx.

III. Instructions:

1. **Reporting Period (mm-yyyy).** Indicate the month and year of payments being reported.
 2. **Federal Aid Project Number.** Enter the 7-digit federal-aid project number of the lead project on the contract. E.g., 6002(123) is a valid Federal Aid Project Number.
 3. **Caltrans District.** Enter the appropriate Caltrans District Number as 1 through 12.
 4. **Local Agency.** List the local agency's name.
 5. **Contract Number.** List the local agency assigned contract agreement number.
 6. **Total Contract Award Amount (\$).** Enter the total current contract award amount of the project.
 7. **DBE Goal Percentage (%).** Enter the contract DBE goal percentage as it appears on the project advertisement.
 8. **DBE Committed Percentage (%).** Enter percentage of the Prime contract committed to DBE firms.
 9. **Business Name.** List the name of the prime contractor/consultant.
 10. **Amount Prime's Invoice This Period (\$).** Enter the total invoice amount that prime submitted for reimbursement this period.
 11. **Amount Paid to Prime to Date (\$).** Enter the total payment that is paid to the Prime to date.
 12. **Prime Certified DBE.** Enter “Yes” if Prime Contractor/Consultant is a certified DBE and “no” otherwise. DBE Prime contractor needs to fill in from procedure (14) to (21) for payments to DBE subcontractor and DBE Prime's self-performance.
- Note: For Procedures (14) through (21) below, insert rows as needed to list all DBEs included on Exhibits 10-O2 or 15-G, and any other DBEs that were utilized regardless of tier.
13. **DBE Firm Name.** List the DBE's firm name.
 14. **DBE Cert. Number.** List the DBE's certification number as listed in the California Unified Certification Program (CUCP) database.
 15. **Contract Type.** Select the most appropriate subcontractor contract type (Agent, Consultant, Joint Venture, Manufacturer, Prime, Regular Dealer, Subcontractor, Truck/Haul, Service Provider) from dropdown list.
 16. **Date of Payment.** List current check date when a check is issued to the DBE for work performed by the DBE.
 17. **Amount of This Payment.** List the total amount paid to the DBE this period.
 18. **Amount Paid to Date.** List the total amount paid to this DBE to date. This should be a total of past payments plus payment for the current work just invoiced to the Local Agency.
 19. **Amount Committed to this DBE Firm.** Copy the information from the agency signed Exhibit 10-O2 or 15-G. If the listed DBE was not originally committed to, type “0.”
 20. **Comments.** Add appropriate notes if a DBE subcontract was terminated, a DBE subcontract was added, if change orders impacted the DBE's payments (include good faith efforts the prime contractor/consultant implemented), if task orders were not issued, etc.
 21. **Prime Contractor/Consultant Manager's Name.** Enter the manager's name of the prime contractor/consultant of the project.
 22. **Business Phone Number.** Enter the manager's business phone number of the prime contractor/consultant.
 23. **Date.** Provide the date this form was prepared.
 24. **Copy Distribution.** The prime contractor/consultant will need to maintain a copy with the contract file (electronic and/or paper). The prime contractor/consultant will need to email this form as provided in Section II. Policy, Paragraph A (above). Local agency will need to keep a copy with the contract file.

State of California-Department of Transportation

EXHIBIT 16-Z1 MONTHLY DBE TRUCKING VERIFICATION

Contract No.			Month			Year	
Truck Owner	DBE Cert. No.	Company Name and Address	Truck No.	California Highway Patrol CA No.	Commission Or Amount Paid*	Date Paid	Lease Arrangement (if applicable)
					\$		Lease Agreement <input type="checkbox"/> with NON-DBE <input type="checkbox"/> with DBE <input type="checkbox"/>
					\$		Lease Agreement <input type="checkbox"/> with NON-DBE <input type="checkbox"/> with DBE <input type="checkbox"/>
					\$		Lease Agreement <input type="checkbox"/> with NON-DBE <input type="checkbox"/> with DBE <input type="checkbox"/>
					\$		Lease Agreement <input type="checkbox"/> with NON-DBE <input type="checkbox"/> with DBE <input type="checkbox"/>
					\$		Lease Agreement <input type="checkbox"/> with NON-DBE <input type="checkbox"/> with DBE <input type="checkbox"/>
					\$		Lease Agreement <input type="checkbox"/> with NON-DBE <input type="checkbox"/> with DBE <input type="checkbox"/>
					\$		Lease Agreement <input type="checkbox"/> with NON-DBE <input type="checkbox"/> with DBE <input type="checkbox"/>
					\$		Lease Agreement <input type="checkbox"/> with NON-DBE <input type="checkbox"/> with DBE <input type="checkbox"/>
					\$		Lease Agreement <input type="checkbox"/> with NON-DBE <input type="checkbox"/> with DBE <input type="checkbox"/>
Total Amount Paid					\$		

Prime Contractor	Business Address	Business Phone No.
------------------	------------------	--------------------

*Upon Request, all Lease Agreements shall be made available, in accordance with the Special Provisions.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

Contractor Representative Signature	Title	Date
-------------------------------------	-------	------

MONTHLY DBE TRUCKING VERIFICATION

The top of Form CEM-2404(F) contains boxes to put in the Contract Number, the Month of the reporting period and the Year of the reporting period.

The Form CEM-2404(F) has a column to enter the name of the Truck Owner, the DBE Cert. No. (if DBE certified) and the Name and Address of the trucking company. The Form CEM-2404(F) also requires the Truck No. and the California Highway Patrol CA No.

Form CEM-2404(F) is to be submitted prior to the 15th of each month and must show the dollar amount paid to the DBE trucking company(s) for trucking work performed by DBE certified trucks and for any fees or commissions of non-DBE trucks utilized each month on the project. The amount paid to each trucking company is to be entered in the column called "Commission or Amount Paid," in accordance with the Special Provisions.

Payment information is derived using the following:

- 1.) 100% for the trucking services provided by the DBE using trucks it owns, operates and insures.
- 2.) 100% for the trucking services provided by the trucks leased from other DBE firms.
- 3.) The fee or commission paid to non-DBEs for the lease of trucks. The Prime does not receive 100% credit for these services because they are not provided by a DBE company.

The total dollar figure of this column is to be placed in the box labeled "Total Amount Paid." The column "Date Paid" requires a date that each trucking company is paid for services rendered. The next column contains information that must be completed if a lease arrangement is applicable. Located at the bottom of the form is a space to put the name of the "Prime Contractor," their "Business Address" and their "Business Phone No."

At the bottom of the form there is a space for the Contractor or designee "Contractor Representative's Signature, Title and Date" certifying that the information provided on the form is complete and correct.

EXHIBIT 17-F FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

1. Local Agency Contract Number		2. Federal-Aid Project Number		3. Local Agency		4. Contract Acceptance Date	
5. Contractor/Consultant			6. Business Address			7. Final Contract Amount	
8. Contract Item Number	9. Description of Work, Service, or Materials Supplied	10. Company Name and Business Address	11. DBE Certification Number	12. Contract Payments Non-DBE DBE		13. Date Work Completed	14. Date of Final Payment
15. ORIGINAL DBE COMMITMENT AMOUNT \$				16. TOTAL			

List all first-tier subcontractors/subconsultants and DBEs regardless of tier whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at the time of award, provide comments on an additional page. List actual amount paid to each entity. If no subcontractors/subconsultants were used on the contract, indicate on the form.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT							
17. Contractor/Consultant Representative's Signature		18. Contractor/Consultant Representative's Name		19. Phone		20. Date	
I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED							
21. Local Agency Representative's Signature		22. Local Agency Representative's Name		23. Phone		24. Date	

DISTRIBUTION: Original – Local Agency, Copy – Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

INSTRUCTIONS – FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

- 1. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 2. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 3. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 4. Contract Acceptance Date** - Enter the date the contract was accepted by the Local Agency.
- 5. Contractor/Consultant** - Enter the contractor/consultant's firm name.
- 6. Business Address** - Enter the contractor/consultant's business address.
- 7. Final Contract Amount** - Enter the total final amount for the contract.
- 8. Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
- 9. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials provided. Indicate all work to be performed by DBEs including work performed by the prime contractor/consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 10. Company Name and Business Address** - Enter the name, address, and phone number of all subcontracted contractors/consultants. Also, enter the prime contractor/consultant's name and phone number, if the prime is a DBE.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. Leave blank if subcontractor is not a DBE.
- 12. Contract Payments** - Enter the subcontracted dollar amount of the work performed or service provided. Include the prime contractor/consultant if the prime is a DBE. If the materials or supplies are obtained from a DBE manufacturer, count 100% of the cost of the materials or supplies toward the DBE goal. If the materials or supplies are purchased from a DBE regular dealer/supplier, count 60% of the cost of the materials or supplies toward the DBE goal. The Non-DBE column is used to enter the dollar value of work performed by firms that are not certified DBE or for work after a DBE becomes decertified.
- 13. Date Work Completed** - Enter the date the subcontractor/subconsultant's item work was completed.
- 14. Date of Final Payment** - Enter the date when the prime contractor/consultant made the final payment to the subcontractor/subconsultant for the portion of work listed as being completed.
- 15. Original DBE Commitment Amount** - Enter the "Total Claimed DBE Participation Dollars" from Exhibits 15-G or 10-O2 for the contract.
- 16. Total** - Enter the sum of the "Contract Payments" Non-DBE and DBE columns.
- 17. Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
- 18. Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
- 19. Phone** - Enter the area code and telephone number of the person signing the form.
- 20. Date** - Enter the date the form is signed by the contractor's preparer.
- 21. Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
- 22. Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
- 23. Phone** - Enter the area code and telephone number of the person signing the form.
- 24. Date** - Enter the date the form is signed by the Local Agency Representative.

EXHIBIT 17-O DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE

1. Local Agency Contract Number		2. Federal-Aid Project Number		3. Local Agency		4. Contract Completion Date	
5. Contractor/Consultant			6. Business Address			7. Final Contract Amount	
8. Contract Item Number	9. DBE Contact Information		10. DBE Certification Number	11. Amount Paid While Certified	12. Certification/Decertification Date (Letter Attached)	13. Comments	

If there were no changes in the DBE certification of subcontractors/subconsultants, indicate on the form.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT							
14. Contractor/Consultant Representative's Signature		15. Contractor/Consultant Representative's Name		16. Phone		17. Date	
I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED							
18. Local Agency Representative's Signature		19. Local Agency Representative's Name		20. Phone		21. Date	

DISTRIBUTION: Original – Local Agency, Copy – Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

ADA NOTICE: For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, Local Assistance Procedures Manual TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS –DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE

- 1. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 2. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 3. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 4. Contract Completion Date** - Enter the date the contract was completed.
- 5. Contractor/Consultant** - Enter the contractor/consultant's firm name.
- 6. Business Address** - Enter the contractor/consultant's business address.
- 7. Final Contract Amount** - Enter the total final amount for the contract.
- 8. Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
- 9. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors/consultants.
- 10. DBE Certification Number** - Enter the DBE's Certification Identification Number.
- 11. Amount Paid While Certified** - Enter the actual dollar value of the work performed by those subcontractors/subconsultants during the time period they are certified as a DBE.
- 12. Certification/Decertification Date (Letter Attached)** - Enter either the date of the Decertification Letter sent out by the Office of Business and Economic Opportunity (OBE) or the date of the Certification Certificate mailed out by OBE.
- 13. Comments** - If needed, provide any additional information in this section regarding any of the above certification status changes.
- 14. Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
- 15. Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
- 16. Phone** - Enter the area code and telephone number of the person signing the form.
- 17. Date** - Enter the date the form is signed by the contractor's preparer.
- 18. Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
- 19. Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
- 20. Phone** - Enter the area code and telephone number of the person signing the form.
- 21. Date** - Enter the date the form is signed by the Local Agency Representative.

APPENDIX 1

METROLINK

METROLINK**TEMPORARY RIGHT-OF-ENTRY AGREEMENT****SCRRA FORM NO. 6**

SCRRA File No.	
SCRRA Project/Task No.	
Subdivision	
Mile Post	

This Temporary Right-of-Entry Agreement ("Agreement") is between the Southern California Regional Rail Authority (hereinafter referred to as "SCRRA") and _____ (hereinafter referred to as "Contractor"). This Agreement is for entry upon, over and under SCRRA and Member Agency Right-of-Way ("Right-of-Way") at or near _____ in the City of _____ or in the Unincorporated County of _____ (as such location is more specifically identified above) for the purpose of _____ (as shown on attached drawings).

1. **Definitions**

- A. Contractor is an individual, firm, partnership or corporation or combination thereof, private, municipal or public, including joint ventures, which are referred to throughout this document by singular number and masculine gender. For purposes of this agreement, Contractor also includes any subcontractor, supplier, agent or other individual entering the Right-of-Way during performance of work.
- B. Indemnitees are SCRRA, Member Agencies and Operating Railroad and their respective officers, commissioners, employees, agents, successors and assigns.
- C. Operating Railroad is/are any specific passenger or freight-related railroad company(s) validly operating on SCRRA and Member Agency track(s). Operating Railroads are any combination(s) of the SCRRA (METROLINK), the National Railroad Passenger Corporation (AMTRAK), the Union Pacific Railroad Company (UPRR) and the BNSF Railway Company.
- D. Right-of-Way is defined herein to mean the real and/or personal property of SCRRA and/or Member Agencies.
- E. SCRRA is a five-county joint powers authority, created pursuant to State of California Public Utilities Code Section 130255 and California Government Code Section 6500 et seq., to build and operate the "Metrolink" commuter train system in the five-county area on rail rights-of-ways owned by the Member Agencies. The five-county Member Agencies ("Member Agency") are comprised of the following: Los Angeles County Metropolitan Transportation Authority (MTA), Ventura County Transportation Commission (VCTC), Orange County Transportation Authority (OCTA), San Bernardino County Transportation Authority (SBCTA), and Riverside County Transportation Commission (RCTC).
- F. SCRRA Roadway Worker In-Charge (RWIC) is a Southern California Regional Rail Authority employee or contractor (SCRRA General Code of Operating Rules and Territory Qualified) providing warning to Public Agency or Contractor personnel of approaching trains or on track

METROLINK

equipment and who has the authority to halt work and to remove personnel from the Right-of-Way to assure safe work

- G. SCRRA Safety Trainer is a qualified SCRRA employee or contracted employee (SCRRA General Code of Operating Rules qualified) as authorized by the SCRRA Chief Operating Officer to provide Contractor training.

2. References

When working on the Right-of-Way, the Contractor must comply with the rules and regulations contained in the current editions of the following documents which are "references" incorporated in this document as if they were set out in full in this paragraph. The Contractor, by its signature on this Agreement, acknowledges receipt of these documents and agrees to abide by said rules and regulations at all times when on the Right-of-Way. The documents are available on SCRRA's website at www.metroinktrains.com (About, Engineering and Construction)

- A. Rules and Requirements for Construction on SCRRA Property, SCRRA Form No. 37.
- B. General Safety Regulations for Third Party Construction and Utility Workers on SCRRA Property.
- C. SCRRA SOP 2000.52 Roadway Worker Protection Program (RWPP)
- D. (RWPSM) Roadway Worker Protection Safety Manual
- E. (OTSMRW) On-Track Safety Manual for Roadway Workers
- F. SCRRA Risk Analysis Form SS 01-24-2020

3. Entry onto Right-of-Way

As part of the Form 6 application and throughout the approved duration of this Agreement, the contractor must submit for approval and maintain a Site Access Control Plan, making revisions as necessary when work locations change, defining:

- A. Approved and controlled access points onto the railroad Right-of-Way for purposes of construction activities and the approved access routes within the right of way
- B. The control methods in place at these access points to ensure material and equipment deliveries are recorded upon entry and exit and vehicles are safely managed through site to work locations
- C. Any temporary construction crossings as agreed in advance with SCRRA and in compliance with SCRRA Standard ES 4302

The contractor shall additionally submit and maintain a hierarchy table for the senior supervision and key staff on site who are responsible for the control of site safety and operations, stating names, positions and emergency contact phone numbers

No verbal approvals will be granted. The Contractor shall not enter onto the Right-of-Way unless Contractor has arranged for SCRRA safety training as well as protective services (RWIC and/or other protective services to be determined by SCRRA) and has paid all charges and fees. A fully executed copy of this Form 6 must be in the possession of the contractor at the job site and must be produced by Contractor upon request by SCRRA, a law enforcement officer or Member Agency's representative. If said Agreement is not produced, SCRRA has the right to suspend work in the Right-of-Way until Contractor demonstrates possession of Agreement at the job site.

METROLINK

In accordance with all SCRRRA Rules and Regulations for work upon the Right-of-Way, prior to any work shift commencing, all contractor's and sub-contractors' representatives shall first undertake:

- A. A safety and work briefing with their supervisor to address the tasks and appropriate safety precautions for the work that they will be performing
- B. A railroad operational safety briefing with the RWIC appointed to oversee their workgroup at which they will complete a SCRRRA Job Safety Briefing Form, SCRRRA Risk Analysis Form SS 01-24-2020 and sign-in upon the RWIC's briefing form to acknowledge that they have received and understood the railroad safety briefing, they are aware of their method of protection from railroad operations and that they will comply with the RWIC's instructions.

At any time that a worker leaves the work group with which they have been briefed, to join another work group or to leave site, they must sign-out with the RWIC. At any time that a worker returns to site or joins another work group they must brief with the RWIC overseeing the new work group prior to commencing work, or re-brief with the RWIC overseeing their original work group if rejoining that group.

NOTE: IT IS IMPERATIVE THAT ALL CONTRACTOR'S AND SUBCONTRACTORS' MANAGEMENT REPRESENTATIVES UPHOLD THE REQUIREMENTS FOR THE JOB BRIEFINGS AND RISK ASSESSMENT ENSURING THAT ALL WORKERS COMPLY. FAILURE TO DO SO WILL RESULT IN REFUSAL TO ACCESS TO THE RIGHT-OF-WAY FOR THAT WORKER AND POTENTIALLY REMOVAL OF RWP CERTIFICATION ALLOWING WORK UPON THE SCRRRA OPERATED RAILROAD.

BY SIGNATURE ON PAGE 10 OF THIS AGREEMENT, THE PRIME CONTRACTOR'S CONTRACT/CONSTRUCTION MANAGER OR EQUIVALENT CONFIRMS THEIR UNDERSTANDING OF THIS REQUIREMENT AND THEIR COMMITMENT TO ENSURING COMPLIANCE FOR THEIR ENTIRE WORKFORCE (CONTRACTORS AND SUB-CONTRACTORS' REPRESENTATIVES).

4. Termination of Agreement

SCRRRA or Member Agency reserves the right to terminate or revoke this temporary Agreement at any time upon two hours notice; however, in the event of an unsafe condition on the Right-of-Way, SCRRRA shall have the right to terminate this Agreement immediately, without any advanced notice. Unless subsequently modified, extended, terminated or revoked by SCRRRA, this temporary Agreement shall extend until access to the Right-of-Way is no longer necessary. In any event, however, the Agreement shall be automatically terminated if or when the insurance that the Contractor is required to maintain hereunder lapses or expires. The Contractor agrees to return the Right-of-Way to a condition substantially the same as before work, including replacement, repair, or reinstallation of railroad signs and property. Railroad signs include but are not limited to "No Trespassing", "Speed Limit", "Milepost", "Whistle", "Station Stop" and "Fiber Optics". The Contractor agrees to notify SCRRRA, in writing and orally, when use of the Right-of-Way or work is completed. The Contractor shall also complete and return the Confirmation of Completion form. Under no circumstances shall the temporary right of entry provided for under this Agreement be construed as granting to the Contractor or its Subcontractors and agents any right, title or interest of any kind or character in, on or about any Right-of-Way

At the request of SCRRRA or Member Agency, Contractor shall remove from the Right-of-Way any employee or other individual who has not completed safety training or otherwise fails to conform to the instructions of SCRRRA's or Member Agency's representative in connection with work on the Right-of-Way. Any right of Contractor to enter upon the Right-of-Way shall be suspended until such request of SCRRRA or Member Agency is met. Contractor shall defend, indemnify and hold harmless SCRRRA and Member Agency against any claim arising from the removal of any such employee or other individual from the Right-of-Way.

METROLINK

5. Indemnification

Contractor, on behalf of itself and its employees, subcontractors, agents, successors and assigns, agrees to indemnify, defend, by counsel satisfactory to SCRRRA and Member Agency, and hold harmless "Indemnitees", and each of them to the maximum extent allowed by law, from and against all loss, liability, claims, demands, suits, liens, claims of lien, damages (including incidental consequential damages), costs and expenses (including, without limitation, any fines, penalties, judgments, actual litigation expenses and experts' and actual attorneys' fees), that are incurred by or asserted against Indemnitees arising out of or connected in any manner with (i) the acts or omissions of the Contractor or its officers, directors, affiliates, subcontractors or agents or anyone directly or indirectly employed by them or for whose acts the foregoing persons are liable (collectively, "Personnel") in connection with or arising from the presence upon or performance of activities by the Contractor or its Personnel with respect to the Right-of-Way, (ii) bodily and/or personal injury or death of any person (including without limitation employees of Indemnitees) or damage to or loss of use of Right-of-Way resulting from such acts or omissions of the Contractor or its Personnel or (iii) non-performance or breach by Contractor or its Personnel of any term or condition of this Agreement, in each case whether occurring during the term of this Agreement or thereafter.

The foregoing indemnity shall be effective regardless of any negligence (whether active, passive, derivative, joint, concurrent or comparative) on the part of Indemnitees, unless caused by the sole negligence or willful misconduct of Indemnitees and is in addition to any other rights or remedies, which Indemnitees may have under the law or under this Agreement.

Claims against the Indemnitees by the Contractor or its Personnel shall not limit the Contractor's indemnification obligations hereunder in any way, whether or not such claims against Indemnitees may result in any limitation of the amount or type of damages, compensation or benefits payable by or for the Contractor or its Personnel under workers' compensation acts, disability benefit acts or other employee benefit acts or insurance.

The provisions of this section shall survive the termination or expiration of this Agreement.

6. Assumption of Liability

To the maximum extent allowed by law, the Contractor releases Indemnitees from and assumes any and all risk of loss, damage or injury of any kind to any person or property, including without limitation, the Right-of-Way and any other property of or under the control or custody of, the Contractor or its personnel in connection with any acts undertaken under or in connection with this Agreement. The Contractor's assumption of risk shall include, without limitation, loss or damage caused by defects in any structure or improvements (including easement, lease or license agreements for other existing improvements and utilities) on the Right-of-Way, accident or fire or other casualty on the Right-of-Way or electrical discharge, noise or vibration resulting from SCRRRA, Member Agency and Operating Railroad transit operations on or near the Right-of-Way and any other persons or companies employed, retained or engaged by SCRRRA or Member Agency. The Contractor, on behalf of itself and its Personnel (as defined in Section 5, "Indemnification") as a material part of the consideration for this Agreement, hereby waives all claims and demands against the Indemnitees for any such loss, damage or injury of the Contractor and/or its Personnel. The Contractor waives the benefit of California Civil Code Section 1542, which provides as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

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

METROLINK

7. Insurance

The Contractor, at its sole cost and expense, shall obtain and maintain in full force and effect during the term of this Agreement insurance as required by SCRRA or Member Agency in the amounts, coverage, and terms and conditions specified, and issued by insurance companies as described on Exhibit "A". SCRRA or Member Agency reserve the right, throughout the term of this Agreement, to review and change the amount and type of insurance coverage it requires in connection with this Agreement. Prior to entering the Right-of-Way or performing any work or maintenance on the Right-of-Way, the Contractor shall furnish SCRRA with insurance endorsements or certificates in the form of Exhibit "B", evidencing the existence, amounts and coverage of the insurance and signed by a person authorized by the insurer to bind coverage on its behalf. In most instances, SCRRA and Member Agency do not allow self-insurance; however, if the Contractor can demonstrate assets and retention funds meeting SCRRA and Member Agency self-insurance requirements, SCRRA and Member Agency may in SCRRA's sole and absolute discretion permit the Contractor to self-insure. The right to self-insure with respect to any coverage required hereunder may be granted or revoked at the sole and absolute discretion of SCRRA or any Member Agency. SCRRA or Member Agency shall not be liable for the payment of any premiums or assessments for insurance required to be maintained by the Contractor under this Agreement. Contractor affirms that all subcontractors covered by this Agreement are insured to the same limits required of the Contractor or included in Contractor's policy.

Prior to the expiration of any policy, the Contractor shall furnish SCRRA with certificates of renewal or "binders" thereof. Each certificate shall expressly state that such policies shall not be cancelable or otherwise subject to modification except after thirty (30) days prior written notice to SCRRA and Member Agency.

8. No Assignment

The Contractor shall not assign this Agreement or any right hereunder without SCRRA's and Member Agency's prior written consent.

9. Compliance by Contractor

The Contractor shall take all steps necessary to assure that its subcontractors comply with the terms and conditions of this Agreement and applicable laws and regulations. The Contractor shall assure that no lien is placed against the Right-of-Way arising from performance of work hereunder by Contractor or any subcontractor, and in the event of such a lien, Contractor shall immediately remove or cause to be removed such lien.

10. Safety and Protective/Flagging Services Notification

The Contractor and his subcontractors shall be required to attend a SCRRA Basic Right-of-Way Safety Training Class prior to receiving permission to enter the Right-of-Way. Upon completion of safety training and prior to start of work activities, the Contractor shall notify SCRRA's consultant/contractor, to schedule (EIC) Flagging Services. SCRRA has two contractors who provided SCRRA Basic Right-of-way Safety Training and (EIC) Flagging Services, based on Subdivisions.

JACOBS ENGINEERING Provides Safety Training and (EIC) Flagging for the following Subdivisions:

Orange

Olive

San Gabriel (this includes the Redlands branch)

Perris Valley Line (including the Riverside layover if necessary)

Pasadena

Rialto

Shortway

METROLINK

To schedule Safety Training call Mr. Trevor Williams with Jacobs Engineering at (714) 659-1141. Request safety training at least 72 hours in advance of requested training date. To schedule (EIC) Flagging please reach out to Mr. Justin Duke with Jacobs Engineering at (714) 559-0968 a minimum of fifteen (15) working days prior to beginning work on the Right-of-Way and secure any safety EIC services SCRRA deems necessary. This prior notification does not guarantee the availability of on-track safety protection for the proposed date of work. In no event shall SCRRA be liable to Contractor in the event that track safety protection cannot be provided due to force majeure event or for any other reason. SCRRA will advise Contractor as soon as reasonably practicable once it is determined that track safety protection will be unavailable on a proposed date of construction.

RAILPROS Provides Safety Training and (EIC) Flagging for the following Subdivisions:

**Montalvo
Ventura
Valley
River**

To schedule Safety Training call Mr. Chris Nunez with Railpros Engineering at (909) 816-0852. Request safety training at least 72 hours in advance of requested training date. To schedule (EIC) Flagging please reach out to Mr. Darrin Pock with Railpros Engineering at (909) 706-5280 a minimum of fifteen (15) working days prior to beginning work on the Right-of-Way and secure any safety EIC services SCRRA deems necessary. This prior notification does not guarantee the availability of on-track safety protection for the proposed date of work. In no event shall SCRRA be liable to Contractor in the event that track safety protection cannot be provided due to force majeure event or for any other reason. SCRRA will advise Contractor as soon as reasonably practicable once it is determined that track safety protection will be unavailable on a proposed date of construction.

11. **SCRRA Safety and Protective Services**

The Contractor must request and arrange for on-track safety protection satisfactory to SCRRA in the following circumstances:

- A. When the Contractor's work activities are within the right-of-way of SCRRA.
- B. When the Contractor's work activities are located over or under a track or tracks.
- C. When cranes, pile drivers, drill rigs, concrete pumps, or similar equipment positioned outside of the right-of-way could foul the track in the event of tip-over or other catastrophic occurrence.
- D. When in the opinion of the SCRRA it is necessary to safeguard the employees, trains, engines and facilities of SCRRA.
- E. When any excavation is performed below the elevation of the track sub-grade, or track or other railroad facilities may be subject to movement or settlement.
- F. When work in any way interferes with the safe operation of trains at timetable speeds.
- G. When any hazard is presented to railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.
- H. When clearing, grubbing, grading, or blasting is in proximity to the right-of-way which, in the opinion of SCRRA or representative of an SCRRA Member Agency, may endanger the right-of-way or operations.
- I. When street work and maintenance activities, located within the right-of-way or in the vicinity of the highway-rail grade crossing, requiring temporary work area traffic control, which may affect or create unsafe conditions for employees, public, trains and vehicles.

METROLINK

The Contractor, and his subcontractors, shall complete SCRRA's Safety Orientation Class, as instructed in Item 10. Upon completion individuals will receive a safety sticker which shall be adhered to their hardhat while working on railroad Right-of-Way as proof of completion of safety training.

12. Underground Utilities

Signal, communication, fiber-optic, petroleum, natural gas, electric power and other utilities are present in SCRRA right-of-way. The Contractor shall contact the Southern California Underground Service Alert (DigAlert) at 811 to locate underground utilities. SCRRA is not a member of DigAlert. The Contractor shall call SCRRA at (909) 592-1346 a minimum of five days prior to beginning work to mark SCRRA's signal and communication cables and conduits.

Delays and disruptions to service may cause business interruptions involving loss of revenue and profits, danger to train operations, and release of potentially hazardous or flammable compounds.

13. Reimbursement of Costs and Expenditures

The Contractor agrees to reimburse SCRRA or any Member Agency and/or any Operating Railroad for all cost and expense incurred by SCRRA or Member Agency in connection with work and safety services, including without limitation the expense of engineering plan review, administrative costs to process approvals and agreements, annual overhead rates, safety training, utility markings, and SCRRA EIC and protective services as SCRRA deems necessary. Contractor agrees to reimburse SCRRA for all work related services including but not limited to installation and removal of falsework beneath tracks, restoration of railroad roadbed and tracks, installation of appropriate protective devices, temporary and permanent repairs of signal or communication equipment, restoration of the Right-of-Way to a condition satisfactory to SCRRA's and Member Agency's representative.

The Contractor agrees to reimburse SCRRA or any Member Agency actual cost and expense incurred. This includes cost of plan review, administrative, safety training, utility marking, flagging services fees, and work performed in connection with said work, including applicable overhead rates. Refer to SCRRA's Schedule of Fees for more information. SCRRA will charge the Contractor four hours minimum for the mandatory safety training class and for other services four hours or less in duration. SCRRA will charge the Contractor for eight hours minimum if the Contractor cancels SCRRA services after SCRRA EIC or SCRRA Safety Training Officer is on site on the day of the appointment.

The Contractor also agrees to reimburse SCRRA, any Member Agency and/or any Operating Railroad for any and all cost and expense incurred as a result of Contractor's work which may result in (i) unscheduled delay to the trains or interference in any manner with the operation of trains, (ii) unscheduled disruption to normal train operation, (iii) unreasonable inconvenience to the public or private user of the system, (iv) loss of revenue and (v) alternative method of transportation for passengers. SCRRA will submit final bills to the Contractor for cost incurred.

SCRRA will provide the cost of all SCRRA services based on Contractor's input. Prior to commencement of work, the Contractor shall provide deposit representing the estimated expense to be incurred by SCRRA and Member Agency in connection with said work. As the work progresses, SCRRA may require additional progress payments as the scope of work changes or becomes clearer. SCRRA may discontinue services to Contractor pending receipt of progress payments. The deposit and progress payments shall be applied to SCRRA's and Member Agency's actual costs and expenditures. The Contractor shall be responsible to pay any amount exceeding the above payments upon receipt of notice or invoice by SCRRA. SCRRA shall exercise its best efforts to provide final invoicing to Contractor within 90 days following completion of the work; however, Contractor acknowledges that it shall be responsible for payment of all expenses incurred by SCRRA and Member Agency in connection with the work even if the final invoicing is provided to Contractor thereafter. Upon completion of all work, any payments in excess of SCRRA's and Member Agency's costs and expenditures shall be returned to the Contractor within a reasonable time.

METROLINK

If the Contractor stop the work in the right-of-way for three months or longer and then plans to resume the work, he/she shall notify SCRRA as per contact information shown in Section 18 prior to resumption of the work.

14. **Temporary Traffic Control**

Temporary traffic control shall be used when a maintenance or construction activity is located on the Right-of-Way or when the activity is located in the vicinity of a highway-rail grade crossing, which could result in queuing of vehicles across the railroad tracks. Temporary traffic control will comply with the current editions of the CA MUTCD, WATCH and SCRRA Engineering Standard ES4301. Refer to SCRRA's "Temporary Traffic Control Guidelines" for further information on definitions, referenced standards, traffic control plans, submittals, traffic control elements and responsibility/authority for temporary traffic control at highway-rail grade crossings. The guidelines provide acceptable alternatives and procedures, which prescribe appropriate temporary traffic control measures at highway-rail grade crossings. The Contractor must place flagmen in the direction of the flow of traffic for each lane to assure that there is no queuing of traffic over the crossing. If after moving your work area away from the railroad right of way and queuing of traffic persists, flagmen must be reinstated at the crossing to control vehicular traffic over the crossing.

15. **Environmental Health and Safety Plan**

Contractor shall immediately notify SCRRA and the appropriate regulatory agency (ies) of any spill, release, discharge or discovery of any hazardous material or contaminants in, on or under the Right-of-Way. After providing such notice to SCRRA and the appropriate regulatory agency (ies), any contaminated soils or hazardous materials which are spilled, released, discharged or discovered by the Contractor, shall be promptly removed and disposed of by Contractor in accordance with all the applicable laws at Contractor's sole cost and expense. To the extent preexisting contamination or hazardous material, which was not caused or contributed to by Contractor, is discovered or unearthed by Contractor, Contractor shall only be obligated by this provision to removing and disposing of that portion of the contaminated soils or hazardous materials that are unearthed or otherwise disturbed during Contractor's operations. Prior to entry onto the Right-of-Way, Contractor (s) performing trenching, excavations or soil borings may be required by SCRRA to submit a "Hazardous Materials Work Plan." If required, said plan shall include Contractor's site-specific health and safety plan and any other information that SCRRA may require. Contractor shall ensure that all documentation for transportation or disposal of contaminated soils of hazardous materials is prepared in the Contractor's name only and that neither SCRRA nor Member Agency shall have any responsibility or liability therefor. Contractor shall defend and indemnify SCRRA for any spill, release or discharge of contaminants or hazardous materials by Contractor in connection with activities hereunder in accordance with Section 5 Indemnification.

16. **Warranty for Plan Review**

Review and or approval of the plans and calculations by SCRRA shall not relieve the Contractor of responsibility for full compliance with contract requirements, correctness of design drawings and details, proper fabrication and construction techniques and coordination with other government and private permitting agencies, nor shall such review or approval by SCRRA in any way relieve Contractor from, or otherwise modify, Contractors' indemnity obligations (Section 5) or assumption of liability obligations (Section 6). Execution of this right of entry does not imply design warranty or responsible charge on the part of SCRRA engineering employees. The parties expressly agree that SCRRA makes no warranty of any kind and assumes no responsibility therefor.

METROLINK

17. **Emergency Telephone Numbers**

The Contractor must immediately contact SCRRA in case of accidents, personal injury, defect in track, bridge or signals or any unusual condition that may affect the safe operation of the railroads. The following are SCRRA's emergency numbers:

Signal Emergencies and Grade Crossing Problems	(888) 446-9721
Metrolink Chief Dispatcher	(909) 596-3584 or (888) 446-9715
Metrolink Sheriff's Dispatch Center	(323) 563-5280
Signal and Communications Cable Location	(909) 592-1346

18. **Notices**

Except as otherwise provided in this agreement, all notices, statements, demands, approvals or other communications to be given under or pursuant to this agreement will be in writing, addressed to the parties at their respective addresses as provided below and will be delivered in person or by certified or registered mail, postage paid or by telegraph or cable, charges pre-paid.

SCRRA: Southern California Regional Rail Authority (SCRRA)
2700 Melbourne Ave
Pomona, CA 91767
Attn: Eric Reese- ROW Crossings Coordinator
E-mail: rightofentry@scrra.net
Office Number: (909) 667-8108

Contractor: Contractor's address is shown on the next page.

19. **California Law/Venue**

This agreement shall be construed and interpreted in accordance with and governed by the laws of the State of California. Venue shall be located in courts in Los Angeles County.

METROLINK

The Contractor hereby agrees to the terms as set forth in this Agreement and hereby acknowledges receipt of this Agreement and of the insurance certificate forms (Exhibits A & B) herein provided.

(Name of Contractor)

(Signature – Construction/Contract Manager or equivalent))

(Address)

(Print Name)

(Title)

(Telephone)

(Contractor's State License No.)

(Fax)

(Email)

Receipt of the foregoing agreement and certificated of insurance furnished by the Contractor are hereby acknowledged on this ___ day of _____ 20 ____.

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

By: _____
ROW Encroachments Coordinator

By: _____
Assistant Director, Track & Structures Maintenance

[Approved as To Form by Legal Counsel]

METROLINK

EXHIBIT "A" INSURANCE REQUIREMENTS FOR RIGHT OF ENTRY AGREEMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to Right-of-Way, which may arise from or in connection with the performance of the work by the Contractor, his agents, representatives, employees or subcontractors.

1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- ☒ Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
- ☒ Insurance Services Office form No. CA 0001 (Ed. 1/87) covering Auto. Liability, code 1(any auto).
- ☒ Worker's Compensation insurance as required by the State of CA. & Employer's Liability Insurance.
- ☐ Course of Construction insurance form providing coverage for "all risks" of loss.
- ☐ Property insurance against all risks of loss to any tenant improvements or betterment.
- ☐ Contractor's Pollution Liability

2. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- ☒ General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and Property damage.
- ☒ If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- ☒ Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- ☒ Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- ☐ Course of Construction: Completed value of the project.
- ☐ Property Insurance: Full replacement cost with no coinsurance penalty provision.
- ☐ Contractor's Pollution Liability: \$1,000,000 per occurrence/\$2,000,000 annual aggregate

3. Certificate Holder/Additional Insured

Certificate holder and/or insured will be the following:

Southern California Regional Rail Authority (SCRRA)

Additionally Insured will be the following:

Los Angeles County Metropolitan Trans. Auth. (MTA)
 Burlington Northern Santa Fe Corp. (BNSF)
 Orange County Transportation Authority (OCTA)
 Union Pacific Railroad Company (UPRR)
 Riverside County Transportation Commission (RCTC)
 National Railroad Passenger Corp. (AMTRAK)
 San Bernardino County Transportation Authority (SBCTA)
 Ventura County Transportation Commission (VCTC)

4. Railroad Protective Liability Insurance

- ☒ Railroad Protective Liability Insurance

The Contractor shall provide, with respect to the operations they or any of their subcontractors perform on the Right-of-Way, Railroad Protective Liability Insurance, AAR-AASHTO (ISO/RIMA) in the name of the SCRRA with additional insured specified in Section 3 above.

The policy shall have limits of liability of not less than **\$2 million per occurrence**, combined single limit, for coverage and for losses arising out of injury to or death of all persons and for physical loss or

METROLINK

damage to or destruction of Property, including the loss of use thereof. A **\$6 million annual aggregate** shall apply.

If coverage is provided on the London claims-made form, the following provisions shall apply:

- A. The limits of liability shall be not less than \$3 million per occurrence, combined single limit. A \$9 million aggregate may apply.
- B. Declarations item 6, extended claims made date, shall allow an extended claims made period no shorter than the length of the original policy period plus one year.
- C. If equivalent or better, wording is not contained in the policy form, the following endorsement must be included:

It is agreed that "physical damage to Property" means direct and accidental loss of or damage to rolling stock and their contents, mechanical construction equipment or motive power equipment, railroad tracks, roadbed, catenaries, signals, bridges or buildings.

For certain low-hazard activity, Contractor may request that the SCRRA and Member Agency waive the requirement to provide the Railroad Protective Liability Insurance. If the exposure to the track is physically separated by a building, floor or a continuous fence (no thoroughfares) and the employees of the Contractor are explicitly notified that they are not permitted to have any contact with the track, the Railroad Protective Liability Insurance requirement may be waived by SCRRA's Manager Public Projects or his/her designated representative.

5. **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by SCRRA and Member Agency. At the option of SCRRA, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects SCRRA and Member Agency, its officials and employees or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

6. **Other Insurance Provisions**

The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

- A. SCRRA and Member Agency, its subsidiaries, officials and employees are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to SCRRA and Member Agency, its subsidiaries, officials and employees.
- B. For any claims related to this work, the Contractor's insurance coverage shall be primary insurance as respects SCRRA and Member Agency, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by SCRRA and Member Agency, its subsidiaries, officials and employees shall be excess of the Contractor's insurance and shall not contribute with it.
- C. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to SCRRA and Member Agency, its subsidiaries, officials and employees.
- D. The Contractor insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- E. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to SCRRA

METROLINK

and/or Member Agency.

Course of Construction policies shall contain the following provisions:

- A. SCRRA and Member Agency shall be named as loss payee.
- B. The insurer shall waive all rights subrogation against SCRRA and Member Agency.

7. **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by SCRRA and Member Agency.

8. **Verification of Coverage**

Contractor shall furnish SCRRA with original endorsements evidencing coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by SCRRA. All endorsements are to be received and approved by SCRRA before work commences. As an alternative to SCRRA's forms, the Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements evidencing the coverage required by these specifications.

9. **Subcontractors**

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

10. **Train Services**

The train traffic information is available on SCRRA's website at www.metrolinktrains.com (About Us, Engineering and Construction, Right of Way Encroachment). The following is the direct link to the page: <https://metrolinktrains.com/about/agency/right-of-way/>

11. **Submittal**

The original insurance policy (s) shall be submitted to:

Southern California Regional Rail Authority (SCRRA)
2700 Melbourne Ave
Pomona, CA 91767
Attn: Eric Reese- ROW Crossings Coordinator
E-mail: rightofentry@scrra.net
Office Number: (909) 667-8108

METROLINK

EXHIBIT "B"
RAILROAD PROTECTIVE LIABILITY POLICY
DECLARATION

POLICY Insurance Company: _____ Policy Number: _____ Policy Period: _____ From: _____ To: _____ SCRRA Project #: _____ 12:01am Standard time at location											
CERTIFICATE HOLDER AND ADDITIONALLY INSURED <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> Certificate Holder/Insured: Southern California Regional Rail Authority (SCRRA) 2700 Melbourne Ave, Pomona, CA 91767 </div> <div style="width: 35%;"> Additionally Insured: Los Angeles County Metropolitan Transportation Authority (MTA) Orange County Transportation Authority (OCTA) Riverside County Transportation Commission (RCTC) San Bernardino County Transportation Authority (SBCTA) Ventura County Transportation Commission (VCTC) </div> </div> <div style="width: 35%;"> Burlington Northern Santa Fe Corporation (BNSF) Union Pacific Railroad Company (UPRR) National Railroad Passenger Corp. (AMTRAK) </div>											
LIMITS OF INSURANCE <table style="width: 100%; border: none;"> <tr> <td style="width: 33%;">Aggregate Limit</td> <td style="width: 33%;">\$6,000,000</td> <td style="width: 33%;">Each Occurrence Limit</td> <td style="width: 33%;">\$2,000,000</td> </tr> </table>				Aggregate Limit	\$6,000,000	Each Occurrence Limit	\$2,000,000				
Aggregate Limit	\$6,000,000	Each Occurrence Limit	\$2,000,000								
DESCRIPTION OF WORK AND JOB LOCATION(S) 											
NAME AND ADDRESS OF DESIGNATED CONTRACTOR 											
NAME AND ADDRESS OF INVOLVED GOVERNMENT AUTHORITY OR OTHER CONTRACTING PARTY 											
PREMIUM <table style="width: 100%; border: none;"> <tr> <td style="width: 25%;">Contract Cost</td> <td style="width: 25%;">_____</td> <td style="width: 25%;">Rate per 1,000 of</td> <td style="width: 25%;">_____</td> </tr> <tr> <td>Premium Base</td> <td>_____</td> <td>Advance Premium</td> <td>_____</td> </tr> </table>				Contract Cost	_____	Rate per 1,000 of	_____	Premium Base	_____	Advance Premium	_____
Contract Cost	_____	Rate per 1,000 of	_____								
Premium Base	_____	Advance Premium	_____								
FORM OF ENDORSEMENT <table style="width: 100%; border: none;"> <tr> <td style="width: 60%;"><u>Title</u></td> <td style="width: 40%;"><u>Number</u></td> </tr> <tr> <td style="height: 40px;"></td> <td></td> </tr> </table>				<u>Title</u>	<u>Number</u>						
<u>Title</u>	<u>Number</u>										
COUNTERSIGNATURE <table style="width: 100%; border: none;"> <tr> <td style="width: 60%;">Countersigned by _____</td> <td style="width: 40%;">Date _____</td> </tr> <tr> <td align="center" colspan="2"><i>(Authorized Representative)</i></td> </tr> </table>				Countersigned by _____	Date _____	<i>(Authorized Representative)</i>					
Countersigned by _____	Date _____										
<i>(Authorized Representative)</i>											

METROLINK

CERTIFICATE OF INSURANCE Southern California Regional Rail Authority (SCRRA)				ISSUE DATE (MM/DD/YY)	
PRODUCER		THIS CERTIFICATE OF INSURANCE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND OR ALTER THIS COVERAGE AFFORDED BY THE POLICY BELOW.			
INSURED		COMPANIES AFFORDING COVERAGE COMPANY A LETTER COMPANY B LETTER COMPANY C LETTER COMPANY D LETTER COMPANY E LETTER			
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENTS, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR. <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT. <input type="checkbox"/> OTHER _____				GENERAL AGGREGATE PRODUCTS-COMP/OP AGG. \$ PERSONAL & ADV. INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED. EXPENSE \$ (Any one person)
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
	PROPERTY INSURANCE <input type="checkbox"/> COURSE OF CONSTRUCTION				AMOUNT OF INSURANCE \$
	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY				STATUARY LIMITS EACH ACCIDENT \$ DISEASE-POLICY LIMIT \$ DISEASE-EACH EMPLOYEE \$
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS					
THE FOLLOWING PROVISIONS APPLY: 1. None of the above-described policies will be canceled, limited in scope of coverage or nonrenewed until after 30 days' written notice has been given to SCRRA at the address indicated below. 2. As respects operations of the named insured performed on behalf of SCRRA, the following are added as additional insured on all liability insurance policies listed above: SCRRA, its Member Agencies, Operating Railroads, its subsidiaries, officials and employees. 3. It is agreed that any insurance of self-insurance maintained by SCRRA will apply in excess of and not contribute with, the insurance described above. 4. SCRRA is named a loss payee on the property insurance policies described above, if any. 5. All rights of subrogation under the property insurance policy listed above have been waived against SCRRA. 6. Any failure by the insured to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to SCRRA, its Member Agencies, its subsidiaries, officials and employees. 7. The worker's compensation insurer named above, if any, agrees to waive all rights of subrogation against SCRRA for injuries to employees of the insured resulting from work for SCRRA or use of Member Agencies premises or facilities.					
CERTIFICATE HOLDER Southern California Regional Rail Authority (SCRRA) 2558 Supply Street, Pomona, CA 91767 ADDITIONAL INSURED MTA, OCTA, RCTC, SBCTA, VCTC, BNSF, UPRR, AMTRAK				AUTHORIZED REPRESENTATIVE SIGNATURE _____ TITLE _____ PHONE NO. _____	


METROLINK
SITE SPECIFIC WORK PLAN (SSWP)
**SITE SPECIFIC WORK PLAN (SSWP)
SCOPE OF SSWP**

All SSWPs shall be submitted in writing a minimum of 15 calendar days prior to the scheduled start of work within the SCRRA right-of-way. SCRRA will require a SSWP for all proposed work in or adjacent to SCRRA right-of-way that affects the operation and safety of Metrolink passengers and trains. Provide detailed information on each task for SCRRA review and approval. A SSWP Checklist shall be submitted to SCRRA.

TASK	DESCRIPTION
Contractor	Provide the name and address of the contractor.
Scope	Provide a brief description of the work. Description shall include all activities necessary to perform construction task within SCRRA right-of-way, including use of grade crossings, main tracks, siding, stations, and proposed storage area.
Brief Schedule	List the project beginning and end dates, as well as time for the proposed activities.
Location	Identify the city, county, subdivision name, mile post limits, tracks, sidings of the proposed work activity.
Equipments	Identification of all equipment necessary for the successful completion of the work activities. All equipment shall be inspected, calibrated, and certified by the contractor for performing work in and around SCRRA right-of-way. Provide plan illustrating locations of equipment during build-up of equipment.
Material and Staging	Identify all materials required for the completion of the work activity. Identify the placement of all personnel and material to allow for schedule adherence. Identify proposed haul roads, methods of separating construction vehicles from railroad operations, truck staging locations. Provide crane capacity, locations and positions during hoisting.
Schedule	Detailed summary of the work activity. All work with a potential to impact normal functioning of any part of the operating system shall include a detailed schedule of events indicating the expected hourly progress of each activity that has duration of one hour or longer. The schedule shall include a time at which all activities planned will be completed. Failure of the contractor to complete the scheduled activities by the planned time or to put in place an approved contingency plan may adversely impact the operations of SCRRA.
Haul Routes	Identify the routes that will be used by the trucks to deliver materials. Contractor will communicate with sub-contractors the safety of the railroad and adherence to safety procedures while delivering materials to the right-of-way.
Safety Plan	Identification of proper personnel protective equipment (PPE) and work area. Provide plan for safety training, utility notifications, work windows, and measures to perform work activities to effectively reduce the amount of time and effort required during the approved work windows identified and submitted.
Contingency Plan	Include back-up or contingency plans for putting the system back in operation in case of emergency or in case the contractor fails to perform


METROLINK
SITE SPECIFIC WORK PLAN (SSWP)

	and complete the work on time. Contingency plan shall address the various stages of construction.
Worksite Representative	Names, title, phones (office and cellular), e-mail address and date and time of availability.
Emergency Response Plan	Written procedures for responding to emergencies (phones, contact numbers, addresses and maps) for incident, police, ambulance, fire and medical (hospitals). Provide First-aid kit and fire extinguisher at the field location. Name, title and phones (office and cellular) of all responsible persons who can be contacted for emergency.
Excavation Plan (If necessary)	Provide excavation support plans and calculations. Excavation plans shall meet Caltrans, OSHA, and SCRRRA requirements. Refer to SCRRRA's Excavation Support Guidelines.
Boring and Jacking Plan (If necessary)	Provide plans and profile of casing and carrier pipes. Provide details and calculations of boring and excavation. Soil boring data and analysis, track monitoring plans and pressure grouting plans shall be submitted. Refer to SCRRRA's Engineering Standard ES5001 or ES5002.
Drilling and Pile Driving Plan (If necessary)	Provide plans of pile layout and developed elevation of finished structures.
Falsework Plan (If necessary)	Provide falsework installation, stripping and lowering plans and calculations for review and approval.
Temporary Traffic Control Plan (If necessary)	Submit temporary traffic control plans for any traffic control affecting grade crossings and disrupting normal operation of grade crossing protection. Temporary Traffic control plans shall meet CA MUTCD, WATCH and SCRRRA requirements. Refer to SCRRRA Temporary Traffic Control Guidelines and SCRRRA Engineering Standard ES4301.


METROLINK
SITE SPECIFIC WORK PLAN (SSWP)
**SITE SPECIFIC WORK PLAN (SSWP)
CHECKLIST**

ITEM	YES	NO	N/A	IF NO, EXPLAIN
Equipment				
All equipment necessary for the work is identified?				
Procedures for all equipments to be inspected, calibrated and certified established?				
Material and Staging				
Materials required for work identified?				
Personnel required for work identified?				
Plan illustrating locations of materials and equipment during build-up of equipment and prior to hoisting submitted?				
Plan illustrating crane capacity, locations and positions during hoisting submitted?				
Schedule				
A schedule of the work, showing each activity and where and how it affects normal operation submitted?				
Detailed schedule indicating the expected hourly progress of each activity that has duration of one hour or longer submitted?				
All SCRRA furnished services and time line identified on the schedule?				
Haul Routes				
Routes used by the trucks to deliver materials identified?				
Sub-contractors are communicated with haul routes, safety of the railroad and safety procedures while delivering materials to the right-of-way?				
Truck staging locations identified?				
Safety Plan				
Proper personnel protective equipment (PPE) identified?				
Safety training scheduled and completed?				
SCRRA signal and communication cables located? Ticket number obtained?				
DigAlert ticket number obtained for the project?				
Work windows are identified for the constructions?				
Measures to perform work activities to effectively reduce the amount of time and effort required during the approved work windows identified and submitted?				
Worksite hazards identified?				
Contingency Plan				
Back-up or contingency plan and necessary resources (labor, equipment, materials) to assure that all appropriate measures are available for the return to full service submitted?				
Contingency plan addresses the various stages of work?				
Worksite Representatives				
Name, title, phones (office and cellular), e-mail address,				


METROLINK
SITE SPECIFIC WORK PLAN (SSWP)

date and time of availability provided to SCRRA?				
Emergency Response Plan				
Written procedures for responding to emergencies for incident, police, ambulance, fire and medical (hospital) submitted?				
First-aid kit and fire extinguisher will be located at field location?				
Name, title and phones (office and cellular) of all responsible persons who can be contacted for emergency provided?				
Excavation Plans (If necessary)				
Limits of excavation with slope lines indicated?				
Excavation support plans including calculations submitted?				
Type and models of equipment proposed for use submitted?				
Operational limits of equipment (including swing radius or overhang distance submitted?				
Plan and elevation illustrating location of equipment with respect to track submitted?				
Stock pile areas?				
SCRRA Shoring Submittal Design Checklist as per SCRRA Excavation Support Guidelines, Appendix A submitted?				
SCRRA Shoring Submittal Review Checklist as per SCRRA Excavation Support Guidelines, Appendix B submitted?				
Boring and Jacking Plans (If necessary)				
Plan and profile of casing and carrier pipe submitted?				
Location and size of jacking and receiving pits shown?				
Engineering details and calculations submitted?				
Soil boring data and analysis submitted for pipes equal or greater than 48" in diameter?				
Track monitoring plans submitted for pipes equal or greater than 48" in diameter as per Section 9, Track Monitoring of SCRRA Excavation Support Guidelines?				
Boring, tunneling or jacking operation will be continuous without stoppage when the casing is 20 feet from the nearest track?				
Immediately after completion of jacking operation, the installation shall be pressure grouted?				
Boring and Jacking meet SCRRA Engineering Standard ES5001 or ES5002 requirements?				
Drilling and Pile Driving Plans (If necessary)				
Plan of pile layout and developed elevation of finished structure with intermediate excavation levels indicated?				
Type, model, location, operation limits of cranes submitted to SCRRA?				
Pick plan for hoisting of large or heavy materials submitted?				
Falsework Plan (If necessary)				
Plans of falsework and calculations submitted?				
Falsework erection plans submitted?				
Plans of stripping and lowering of falsework including schedule submitted?				


METROLINK
SITE SPECIFIC WORK PLAN (SSWP)

Methods of securing beams and stringers to bents submitted?				
SCRRA Falsework Submittal Checklist as per SCRRA Grade Separation Guidelines submitted?				
Temporary Traffic Control Plans (If necessary)				
Temporary traffic control plans submitted?				
Approval of Temporary traffic control plan obtained from local authority?				
Temporary traffic control plan meet CA MUTCD, WATCH and SCRRA requirements?				
Temporary traffic control plan meet SCRRA guidelines and Engineering Standard ES4301 requirements?				

APPLICATION FOR RIGHT-OF-WAY ENCHROACHMENT

Application Date:

SCRRRA File Number:

SCRRRA Project Number:

SECTION 1: PROJECT OWNER INFORMATION				TO BE COMPLETED BY APPLICANT	
Project Owner/Legal Company Identification (required)					
Owner's Complete Legal Company Name:					
Legal Address (1):					
Legal Address (2):					
City:		State:		Zip:	
Business Type:	Corporation Municipality	Limited Liability Company Limited Liability Partnership	Partnership Joint Venture		
State of Incorporation:		Other Business Type - Describe:			
Billing Address					
Payment Type: Mail a Check ACH Payment (Check box if same as above); if not, please complete below.					
Billing Address (1):					
Billing Address (2):					
City:		State:		Zip:	
Project Owner Contact Information					
Contact Name:			Contact Title:		
Office Phone:	Ext.:		Mobile Phone:		
Email:			Emergency Phone:		
SECTION 2: PROJECT CONTACT INFORMATION				TO BE COMPLETED BY APPLICANT	
<i>Check here if address is the same as legal address above. If not the same as above, check here if agreement should be mailed to this address.</i>					
Project Engineer/Consultant/Agent Information					
Engineer/Consultant/ Agent Company Name:					
Contact Name:					
Mailing Address:					
City:		State:		Zip:	
Office Phone:			Mobile Phone:		
Email:					

May 20, 2022

Page 2 of 6

SECTION 3: PROJECT INFORMATION/LOCATION	TO BE COMPLETED BY APPLICANT
Project Reference	
<p>Is the current work connected to an existing agreement, license, or easement between SCRRA, a Member Agency, or a prior Railroad</p> <p>Yes Provide Agreement # or Title and Date:</p> <p>No</p>	
<p>Is this project related to another project or activity involving SCRRA or to which SCRRA is a party?</p> <p>Yes Describe:</p> <p>No</p>	
Provide utility owner project reference number:	
Project Scope	
<p>Check box to indicate type of entry request:</p> <p>General Access:</p> <p>Bridge Inspection (if checked, must include DOT Bridge Numbers)</p> <p>Field Review of Proposed Improvements</p> <p>Utility Location</p> <p>Monitoring (Vibration, Structural, etc)</p> <p>Construction Job Walk</p> <p>Surveying</p> <p>Film Shooting</p> <p>Fiber Optic, Petroleum or Gas Pipeline Access or Investigation:</p> <p>Annual Maintenance Permit</p> <p>Relocation of Existing Utility</p> <p>Protection of Existing Utility</p> <p>Potholing of Existing Utilities</p> <p>Other</p> <p>Environmental Investigation:</p> <p>Groundwater Sampling</p> <p>Sediment Sampling</p> <p>Soil Sampling</p> <p>Remediation</p> <p>Monitoring Wells</p> <p>If state or Federal Site, provide Site #:</p> <p>Construction of New Pipeline or Underground Conduit (See Section 4)</p> <p>Construct Storm Drain or Sanitary Sewer</p> <p>Construct Petroleum or Gas Pipeline</p> <p>Construct New Fiber Optic Facilities</p> <p>Construct New Underground Power Line</p> <p>Construct Underground Cable not Otherwise Described Above</p> <p>Other Pipeline or Underground Conduit</p> <p>Railroad Operations:</p> <p>How close will the proposed activity be to the nearest railroad track:</p> <p>Will the proposed activity require crossing railroad track(s):</p> <p>Yes Describe:</p> <p>No</p>	

May 20, 2022

Page 4 of 6

SECTION 4: UNDERGROUND STRUCTURE INFORMATION

TO BE COMPLETED BY APPLICANT

Carrier Pipe: New Construction Reconstruction

Non-Flammable Substance: (See SCRRRA Standard ES 5001)

Flammable Substance: (See SCRRRA Standard ES 5002)

Nearest Cross Streets:

Angle of Crossing with Track:

Pipe Slope or Gradient:

	Carrier Pipe	Casing Pipe
Content to be Handled:		
Nominal Diameter		
Pipe Material		
Specifications and Grade		
Wall Thickness		
Operating Pressure/Maximum Pressure		
Minimum Yield Strength		
Type Joints		
Coating Material		
Length of Casing		
Longitudinal Distance from Centerline of Track		
Distance from Centerline of Track		
Base of Rail to Top of Casing		
Roadway Ditches		

Vents: Depth:

Method of Installation: Dry Bore Directional Bore

May 20, 2022

Page 5 of 5

SECTION 4: UNDERGROUND STRUCTURE INFORMATION**TO BE COMPLETED BY APPLICANT**

Type, Size, and Spacing of Insulator Supports

Distance to Shut-off Valve on Each Side of R/W

Types of Seals at Ends of Crossings

Cathodic Protection (Type)

Casing Filler

Longitudinal Pipeline: Distance from Centerline of Outside Track

Depth of Bury to Top of Pipe

SECTION 5: OVERHEAD STRUCTURE INFORMATION**TO BE COMPLETED BY APPLICANT**

New Construction

Reconstruction

Communication Line Crossing

Power Line Crossing

Existing Facility

Communication Line

Supply (Electrical) Line

Height Above Top of Rail in (ft):

Supply

Communication

General

Angle of Crossing with Tracks:

Length of Span (ft)

Height Above Top of Rail (ft, No Wind, 60 deg)

Poles

Use Existing Pole(s)

Pole No. or
ReferenceDepth
(below surface)Circumference
(top of pole)

Length of Pole

Within Right-
of-WayDistance to edge
of Right-of-Way

Replace Pole(s)

Install New Pole(s)

Cable

Type

Number

Size

Voltage

Phase

Frequency

Fiber Optic Cable (type)

Number

SECTION 09 61 50**DETECTABLE WARNING PANELS****PART 1 - GENERAL****1.01 SUMMARY**

- A. This Section includes specifications for Detectable Warning Panels for pedestrian grade crossings, curb ramps, and platforms at Metrolink stations.
- B. Also included in this section are specifications for Directional Bar Tiles for platforms at Metrolink Stations

1.02 REFERENCES

- A. ASTM International:
 - 1. B117 Practice for Operating Salt Spray (Fog) Apparatus
 - 2. C501 Test Method for Relative Resistance to Wear of Unglazed Ceramic Tile by the Taber Abraser
 - 3. D570 Test Method for Water Absorption of Plastics
 - 4. D638 Test Method for Tensile Properties of Plastics
 - 5. D695 Test Method for Compressive Properties of Rigid Plastics
 - 6. D790 Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials
 - 7. D1308 Test Method for Effect of Household Chemicals on Clear and Pigmented Coating Systems.
 - 8. D5420 Test Method for Impact Resistance of Flat, Rigid Plastic Specimen by Means of a Striker Impacted by a Falling Weight (Gardner Impact)
 - 9. G155 Practice for Operating Xenon Arc Light Apparatus for Exposure of Non-Metallic Materials
- B. Americans with Disabilities Act (ADA) Standards issued by U.S. Department of Transportation
- C. FTA ADA Circular C4710.0-3.5 C Staggered Dome Pattern
- D. Caltrans, Permanent Pedestrian Facilities ADA Compliance Handbook
- E. California Building Code

Section 09 61 50

Detectable Warning Panels

1.03 SUBMITTALS**A. Shop Drawings**

1. Submit Shop Drawings showing fabrication details; panel surface profile; fastener locations; plans of panel placement including joints, and material to be used as well as outlining installation materials and procedure.
 - a. Include procedures for containment and disposal of milling and saw cutting waste water if the cut in method is to be used for installation.
2. The Shop Drawings do not need to feature a full dimensional layout of the platform edges.
3. Platform Shop drawings shall depict the platform edge and end treatments.
4. Platform Shop drawings shall depict the placement and spacing of directional bars.
5. Pedestrian crossing shop drawings shall depict the area of crossing, showing dimension to handrail, edge of paving, or adjacent obstructions.

B. Product Data

1. Submit manufacturer's literature describing products and installation procedures. Include product data for adhesives and sealants.

C. Samples

1. Submit the following samples:
 - a. Samples of panels measuring at least 12 inches x 12 inches.
 - b. Truncated Dome Panel sample shall include longitudinal edge with integral flange and transverse ship-lap edge.
 - c. Directional Bar sample shall be a full size sample.
 - d. Samples of panels and sealant for verification of color match, samples shall be clearly labeled.
 - e. Upon approval sample(s) may be full sized and if undamaged, installed as part of the work.

D. Samples for Verification Purposes

1. Submit panels of the kind proposed for use.

E. Maintenance Instructions

1. Submit manufacturer's specified maintenance practices for each type of panel and accessory as required.

Section 09 61 50

Detectable Warning Panels

F. Quality Assurance Submittals

1. **Material Test Reports:** Submit test reports from qualified independent testing laboratory indicating that materials proposed for use are in compliance with requirements and meet the properties indicated in this Section. Tests which indicate performance for the panels shall have been performed within three (3) years of the Invitation to Bid.
2. Submit list of projects in California that successfully demonstrate the proposed products' durability and weatherability.

1.04 QUALITY ASSURANCE

- A. Panels and accessories, including panel adhesive, fasteners, and sealants, shall be from a single source. Products shall have been in successful service for a period of five (5) years.
- B. **Installer's Qualifications**
 1. Engage an experienced Installer certified in writing by panel manufacturer as qualified for installation, who has successfully completed panel installations similar in material, design, and extent to that indicated for Project. Only persons who are thoroughly trained and experience in the installation of the panels shall perform the work.
- C. Contractor to demonstrate method of cutting groove to assure smooth, clean, and neat cut for panel flange.
- D. Detectable Warning Panel and Directional Bar Tile must be compliant with ADAAG, PROWAG, and California Title 24 Requirements.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Panel type shall be identified by part number on packages.
- B. Packages shall be stored in a manner that preserves the new condition of the panels.

1.06 SITE CONDITIONS

- A. **Environmental Conditions and Protection**
 1. Conduct field operations only when environmental conditions fall within those recommended by manufacturers of the products.

1.07 WARRANTY

- A. Panels shall be covered by a written warranty for a period of five (5) years from date of final completion. The warranty includes defective work, breakage, deformation, holes, delamination, fading and chalking of finishes, and loosening of panels. Warranty shall include furnishing new materials, removal of existing panels, and installation of new panels.

Section 09 61 50

Detectable Warning Panels

1.08 SPARES

- A. Furnish a minimum of five (5) percent additional panels of the total amount installed of each panel type, and corresponding fasteners or required adhesive. Deliver spares to location (within 50 mile radius of work site) designated by the Engineer. Furnish spare materials from same manufactured lot as materials installed and enclose in protective packaging with appropriate identification.

PART 2 - PRODUCTS**2.01 PANELS**

- A. Subject to conformance with the requirements of this Section, use products fabricated by the following manufacturers or approved equal:
1. Armor-Tile by Engineered Plastics, Inc. of Williamsville, NY
 2. ADA Solutions, Inc., a division of SureWerx Inc., of Wilmington, MA
 3. Access Products of Buffalo, NY
- B. Panels shall be manufactured from a fiber reinforced polymer composite.
- C. Panel color shall be Federal Yellow conforming to Federal Color No. 33538. Color shall be homogeneous throughout the panel.
- D. Truncated Dome Geometry
1. Truncated dome surface shall comply with Americans with Disabilities Act (ADA) Standards and California Building Code, and Caltrans A88A.
 2. Truncated Dome Description:
 - a. Pedestrian Grade Crossings and Curb Ramps:
 - 1) Square grid (in-line) pattern of raised truncated domes of 0.2-inch nominal height, base diameter of 0.9-inch and top diameter of 0.45-inch
 - 2) Truncated domes shall have a center-to-center (horizontally and vertically) spacing of 2.35-inch as measured side by side in-line (2.3 to 2.4 inches is acceptable).
 - b. Platforms:
 - 1) Staggered pattern of raised truncated domes of 0.2-inch nominal height, base diameter of 0.9-inch and top diameter of 0.45-inch. , per FTA ADA Circular C4710.0-3.5 C Staggered Dome Pattern.

Section 09 61 50

Detectable Warning Panels

- 2) Truncated domes shall have a center-to-center spacing of 1.67-inch diagonally, and center-to-center (horizontally and vertically) spacing of 2.35-inch as measured side by side in-line, (2.3 to 2.4 inches is acceptable).
 - c. In order to ensure a uniform appearance of the detectable warning surface throughout the transit system, equivalent or equal products with alternate patterns, colors or textures will not be acceptable.
 3. Truncated dome pattern shall align properly from panel to panel.
- E. Directional Bar Geometry
1. See item D 1 above
 2. Panel shall be 4 feet long by 3 feet wide, and consist of 3 rows of bars, containing 16 bars per row. See ES 3203.
 3. Directional bars shall be perpendicular to adjacent rail.
 4. Surface applied Directional Bar tile is preferred.
 5. Raised directional bars shall have the following measurements:
 - a. 0.20" height, plus or minus 0.01"
 - b. 11.0" length, plus or minus 0.3"
 - c. 1.3" base width, plus or minus 0.03"
 - d. 0.9" top width, plus or minus 0.02"
 - e. 3" on center bar spacing plus or minus 0.3"
- F. Panel Configuration
1. Panel Thickness
 - a. At a minimum, the thickness of the body of Detectable Warning Panel shall measure 3/16-inch (0.1875-inch) nominal.
 2. Panel Size
 - a. Pedestrian Grade Crossings and Curb Ramps (In-Line Pattern):
 - 1) Nominal Width 36-inch
 - 2) Length to match gate opening
 - 3) Minimum 7/16-inch thick deep flange along one long side.
 - 4) Panels with full perimeter flange are also acceptable.

Section 09 61 50

Detectable Warning Panels

b. Platforms (Staggered Pattern):

- 1) Nominal 24-inch x 48-inch
- 2) Minimum 7/16-inch thick deep flange along one long side
- 3) Upon approval panels with no flange may be used. Provide method of installation to align edge.

3. Butt Joints

- a. The detectable warning panel shall feature a butt joint detail from panel to panel. Alternatively a ship lap detail may also be furnished.

G. Fastener Holes in Panel

1. Holes for fasteners shall be formed in the factory. Holes for fasteners, whether made in the factory or in the field, shall be located only at the centers of the truncated domes.

H. Performance

1. Panels shall comply with the following performance characteristics:

Property	ASTM Test Method	Nominal Value
Salt Spray (200 Hours)	B117	No Change
Wear Resistance	C501	500 (Min.)
Slip Resistance	C1028	0.80 (Min.)
Water Absorption	D570	0.05% (Max.)
Tensile Strength	D638	19,000 psi (Min.)
Compressive Strength	D695	28,000 psi (Min.)
Flexural Strength	D790	25,000 psi (Min.)
Chemical Resistance	D1308	No Stain or Discoloration
Gardner Impact Test	D5420	550 in. lbf/in (Min.)
Accelerated Weathering (3000 Hours)	G155	Delta E: 4.5 (Max.)

2.02 ACCESSORIES

A. Fasteners for Concrete

1. Color matched nylon expansion sleeves with 1/4 inch diameter by 1-1/2 inches long stainless steel drive pins, or as recommended by panel manufacturer for specific job conditions and accepted by the Engineer.

B. Adhesive

1. Type approved by panel manufacturer.

Section 09 61 50

Detectable Warning Panels

C. Sealant

1. Urethane sealant of type approved by panel manufacturer.

D. Backer Rod

1. Acceptable to sealant manufacturer. Where required, such as, at platform expansion joints.

PART 3 - EXECUTION**3.01 INSTALLATION**

- A. Apply adhesives, sealants and mechanical fasteners in strict accordance with the guidelines set by their respective manufacturers.
- B. Utilize manufacturer-provided template to lay out area to receive panels.
- C. Form recess for panels by either milling with diamond blade head or casting recess in place (at new paving) so that installed panel will still flush relative to adjacent surface. Grind or form to the depth and width required by the approved shop drawings and manufacturer's instructions. Finish cast-in-place recess with equivalent of a light broom finish. When milled, substrate shall have a light ribbed finish.
- D. Contain and remove slurry resulting from concrete milling and saw cutting. Do not wash slurry into track bed area.
- E. For Panels with Flanges:
 1. Utilize diamond bladed double headed wet saw to achieve parallel grooves to receive panels. Both saw cuts shall be made simultaneously from the same machine. Saw cut parallel to platform edge.
 2. After saw cutting, vacuum and power wash surface with clean clear water, free from all dirt and debris. Visually inspect surface for obtrusions or foreign matter. If obtrusions are present, remove by grinding. Remove foreign matter by grinding or further washing, as appropriate.
 3. Immediately prior to application of the setting adhesive, inspect surfaces to receive panel to ensure that they are clean, dry, free of voids, curing compounds, projections, loose material, dust, oils, grease, sealers, and other contaminants. Verify that surfaces are structurally sound and that concrete has cured a minimum of 30 days. Obtain panel manufacturer's representatives and Engineer's approval of surface preparation before installing panels.
- F. Set panels and install fasteners in accordance with panel manufacturer's instructions and as follows:

Section 09 61 50

Detectable Warning Panels

1. Wherever possible, install full size (uncut) panels. Do not install panel sections measuring less than 24 inches in length. Only cut panels where absolutely necessary.
2. Maintain gap between panels for expansion and contraction in accordance with manufacturer's instructions.
3. At platform expansion joints, cut panels on their short sides, finish cut edges smoothly, and lay panels with cut edges aligned with the edges of the substrate along the joints. Install fasteners on either side of the expansion joint at the time of initial installation. After a minimum of 4 hours, make a saw cut measuring 5/16 inch wide across the composite detectable warning panel and fill with sealant. Make saw cut in the zone between truncated domes.
 - a. Where there is platform curvature, composite detectable warning panels shall be treated in a similar manner so that the joints remain uniform across the width of the joint between successive panels. However, in areas of platform curvature, the joint shall take on somewhat of a triangular configuration.
4. Cutting through panel domes shall be kept to a minimum. Where less than half of the truncated dome remains, grind off balance of dome; where over half of the truncated dome remains, feather dome so as not to present a tripping hazard.

G. Install sealant in accordance with manufacturer recommendations.

3.02 CLEANING AND PROTECTING

- A. After the area has been fully paneled and sealant system applied, clean panel surface, following the manufacturer recommended maintenance and cleaning procedures.
- B. Protect sealant and panels against damage during construction period. Comply with panel and sealant manufacturers' recommendations.
- C. Protect panels against damage from rolling loads following installation by covering with plywood or hardwood.
- D. Clean panel by method specified by manufacturer.

APPENDIX 2

CONSTRUCTION RECYCLING FORM

CONSTRUCTION AND DEMOLITION DEBRIS RECYCLING SUMMARY**Project Information**

Check one: ☐ Roadway ☐ Flood Control ☐ Water/Sewer
☐ Traffic Signal/Street Lighting ☐ Bridge/Structure ☐ Other _____

Project Name: _____

Project ID No.: _____

Project Address/Location: _____

Thomas Guide Page/Grid No(s): _____

Resident Engineer/Inspector: _____ Office Engineer: _____

Contractor Information

Company Name: _____

Company Address: _____

Report Prepared by _____ Phone Number: _____

Project Duration: From: _____ To: _____

Construction Demolition and Debris Recycling Requirements Cost: \$

Type(s) of Debris Generated	Estimated Quantity Generated (tons, c.y. or units)	Reuse/Recycling		Disposal	
		Estimated Quantity (tons, c.y. or units)	Name of Reuse/Recycling Facility/Site	Estimated Quantity (tons, c.y. or units)	Name of Disposal Facility
Asphalt					
Brick					
Concrete					
Green Waste					
Metal (ferrous)					
Metal (non-ferrous)					
Mixed Debris					
Rock					
Soil					
Wood Waste					
Other:					
Other:					
Total					

Notes:

Other debris types may include, but are not limited to, Ash, Cardboard, Carpeting, Glass, Gravel, Land Clearing Debris, Non-friable Asbestos, Paper, Plastic, Porcelain, Roofing Material, Sand, and Tires. Attach additional sheets if necessary.

If the debris is taken to a transfer station solely for the purpose of reuse/recycling, then list the transfer station as the reuse/recycling facility/site.

If the debris is taken to a transfer station solely for the purpose of transfer to a disposal facility, then list the transfer station as the disposal facility.

Please email this completed form to:

To: City of San Fernando From: _____

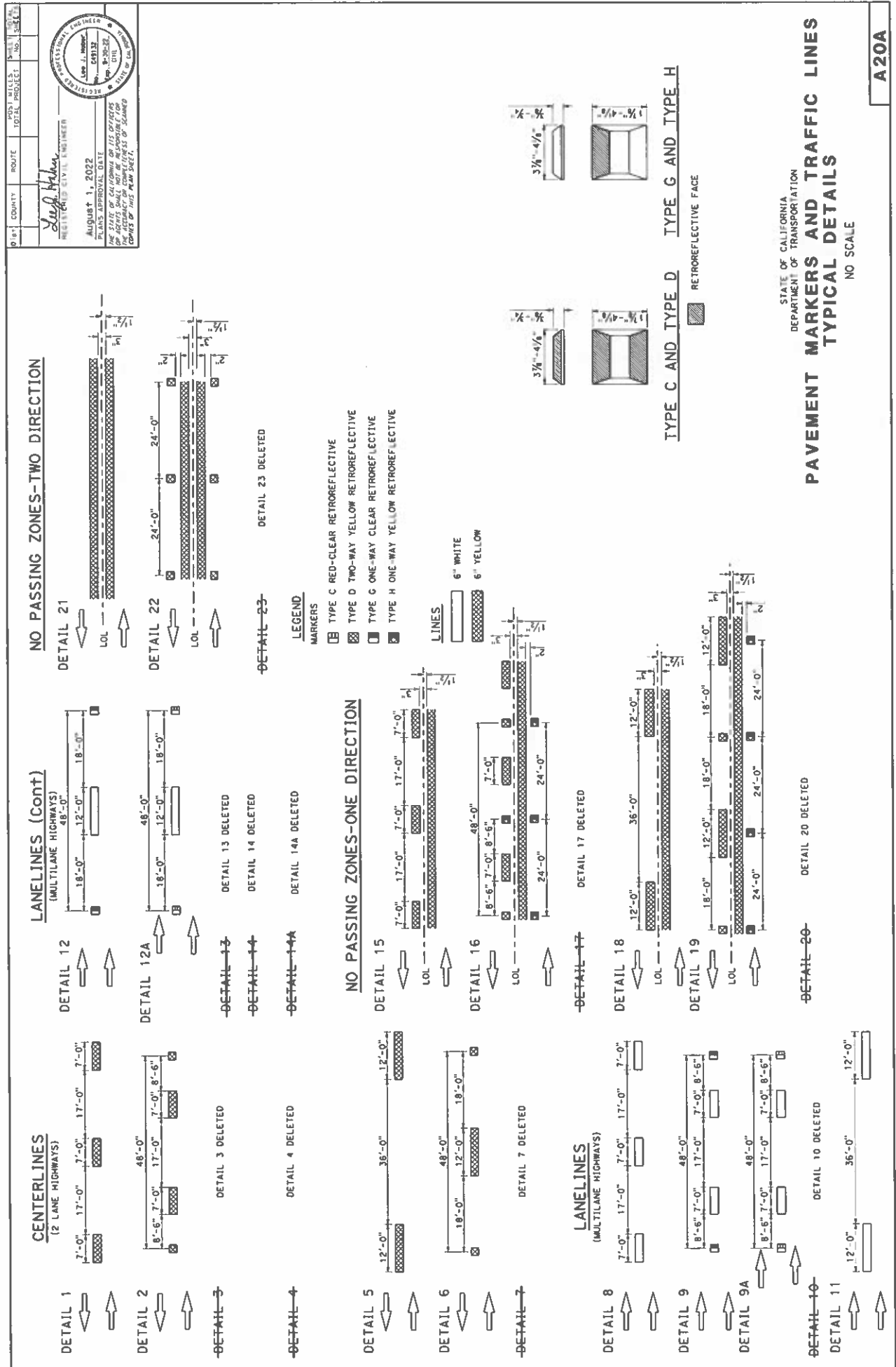
SPC22-11

38

APPENDIX 3

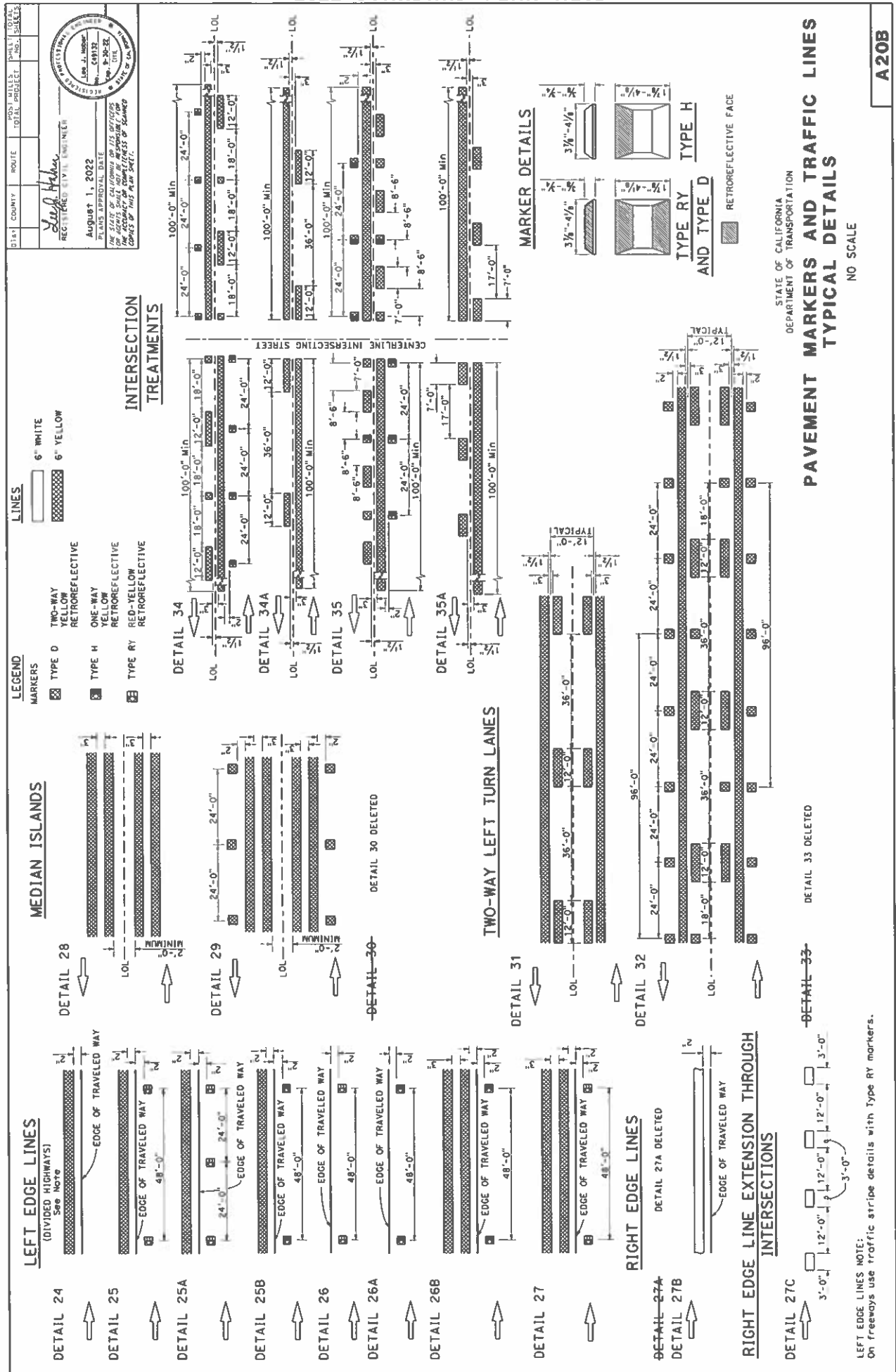
STANDARD PLANS

2022 STANDARD PLAN A20A



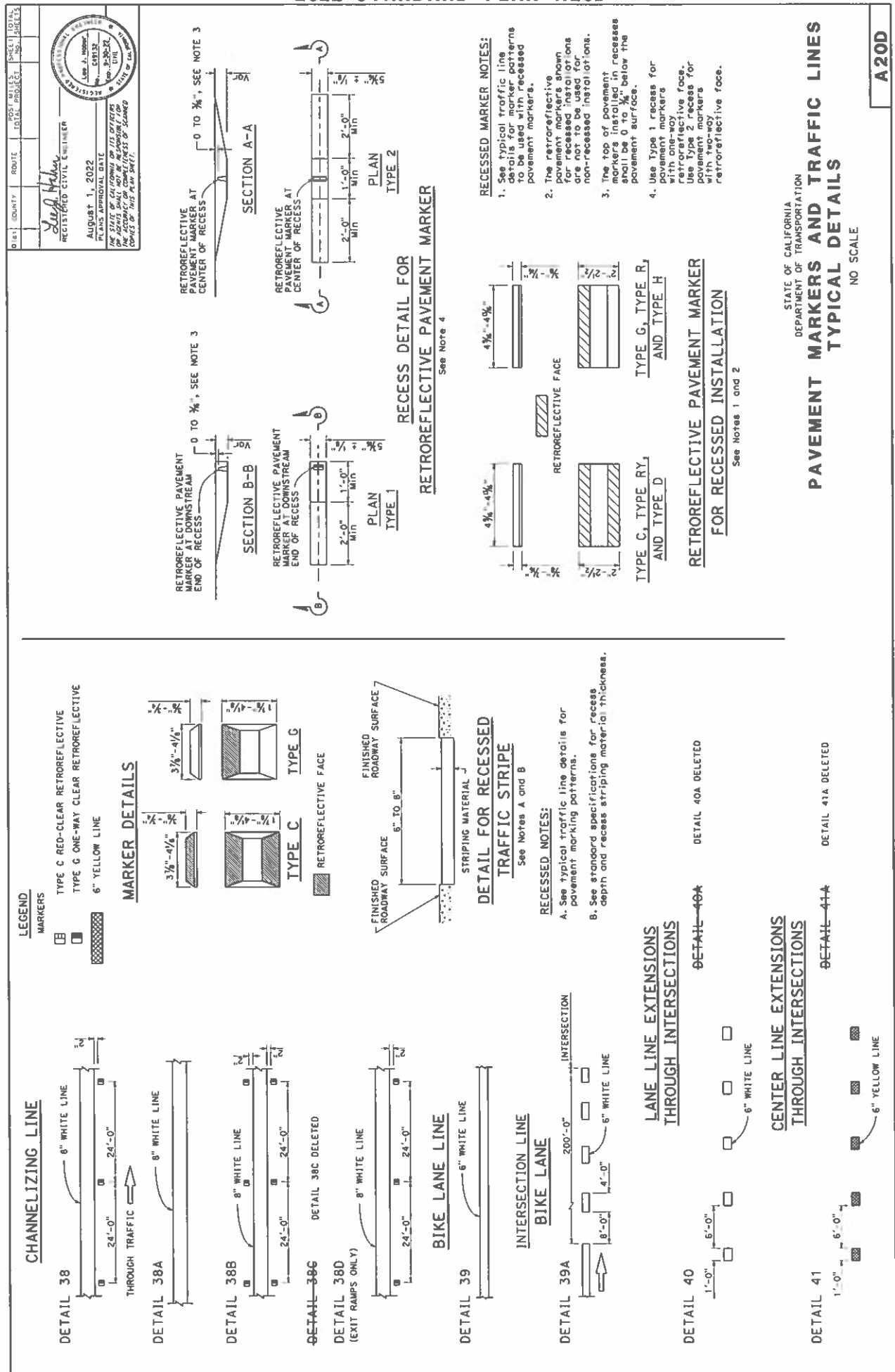
Return to Table of Contents

2022 STANDARD PLAN A20B



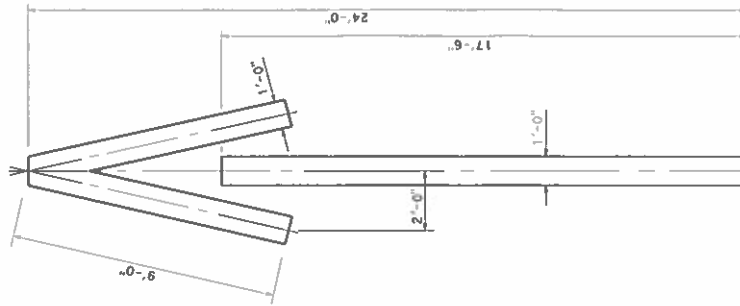
Return to Table of Contents

2022 STANDARD PLAN A20D



2022 STANDARD PLAN A24A

DIST.	COUNTY	ROUTE	POST MILES	SHEET TOTAL
August 1, 2022 REGISTERED CIVIL ENGINEER Jeff Baker THE STATE OF CALIFORNIA AND ITS OFFICERS FOR LEGAL SEAL, NOT BE RESPONSIBLE FOR THE QUALITY OF THE DESIGN OR THE ACCURACY OF THE INFORMATION PROVIDED IN THE DESIGN.				



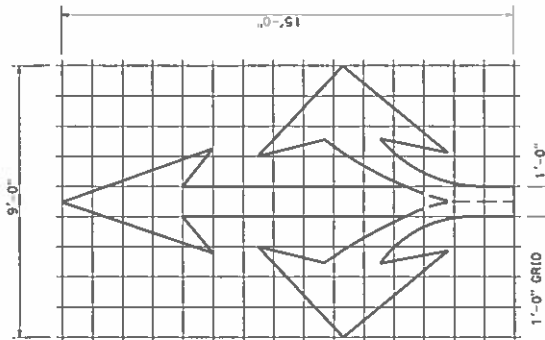
A=33 ft²
TYPE I ARROW

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION

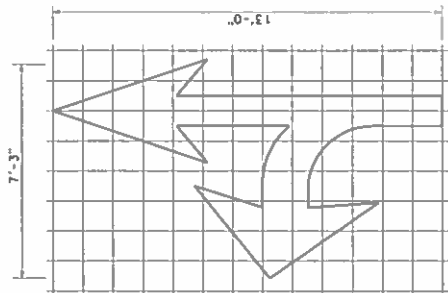
**PAVEMENT MARKINGS
 ARROWS**

NO SCALE

A24A

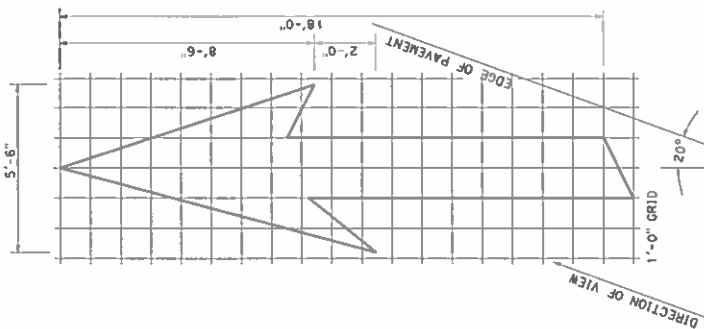


A=36 ft²
TYPE VIII ARROW



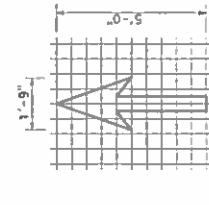
A=27 ft²
TYPE III (L) ARROW

For Type III (R) arrow, use mirror image.

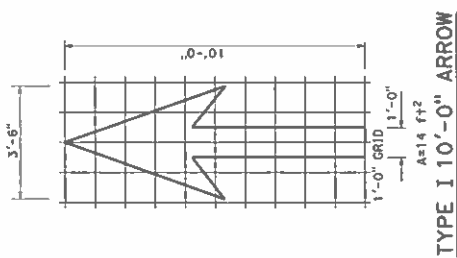


A=42 ft²
TYPE VII ARROW

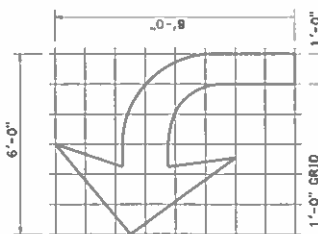
Right lane drop arrow.
 For left lane, use mirror image.



A=3.5 ft²
BIKE LANE ARROW

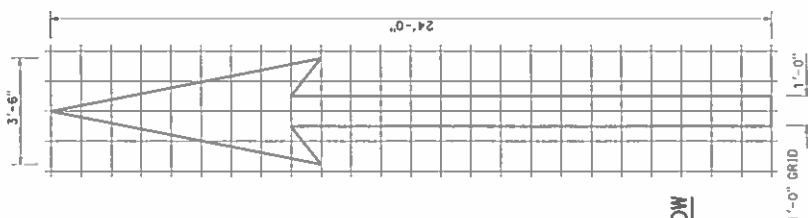


A=14 ft²
TYPE I 10'-0" ARROW

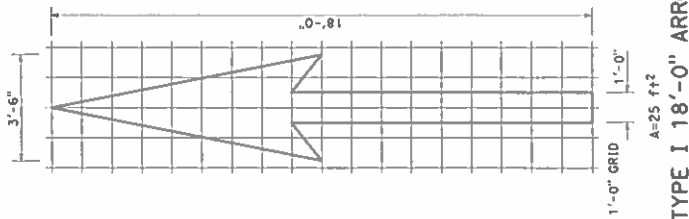


A=15 ft²
TYPE IV (L) ARROW

For Type IV (R) arrow, use mirror image.



A=31 ft²
TYPE I 24'-0" ARROW




A=25 ft²
TYPE I 18'-0" ARROW

NOTE:
 Minor variations in dimensions
 may be accepted by the Engineer.

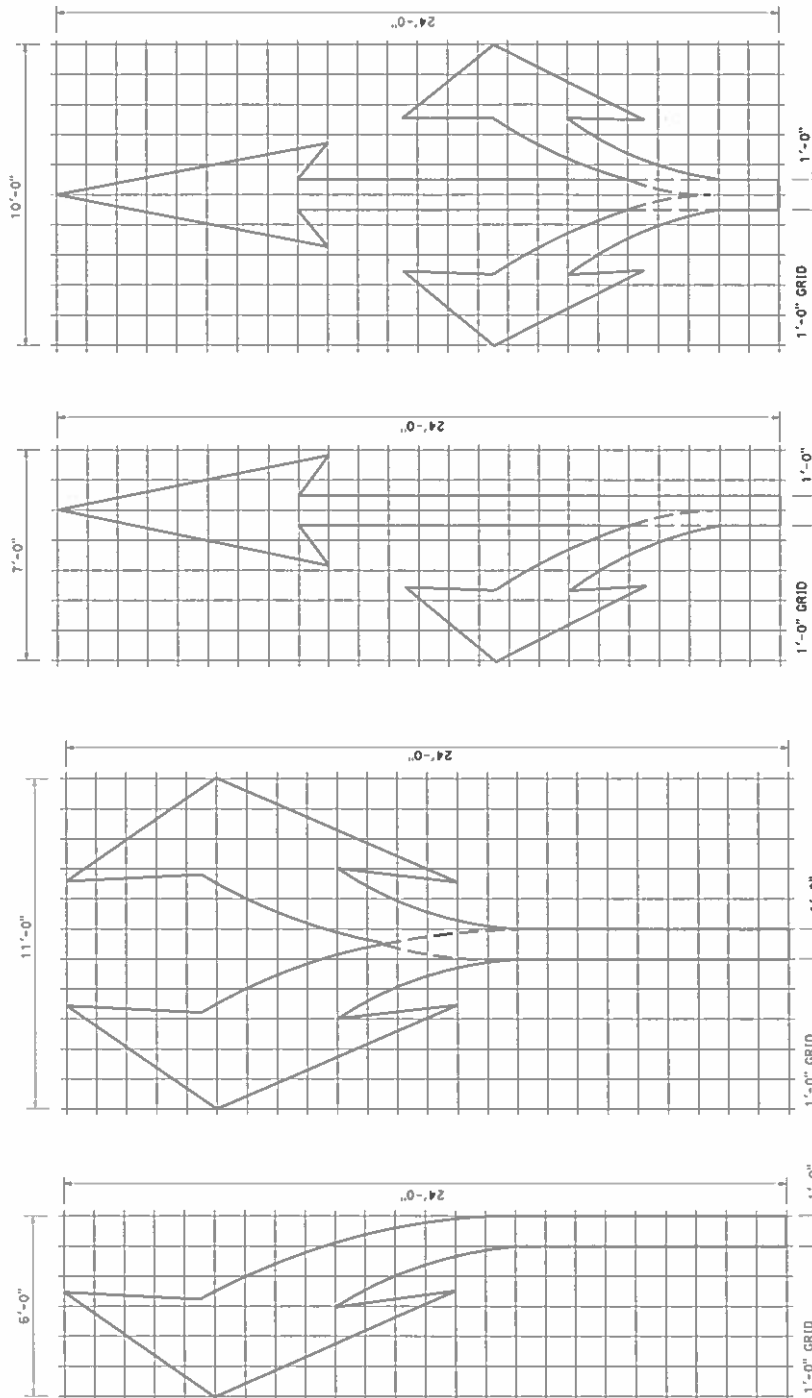
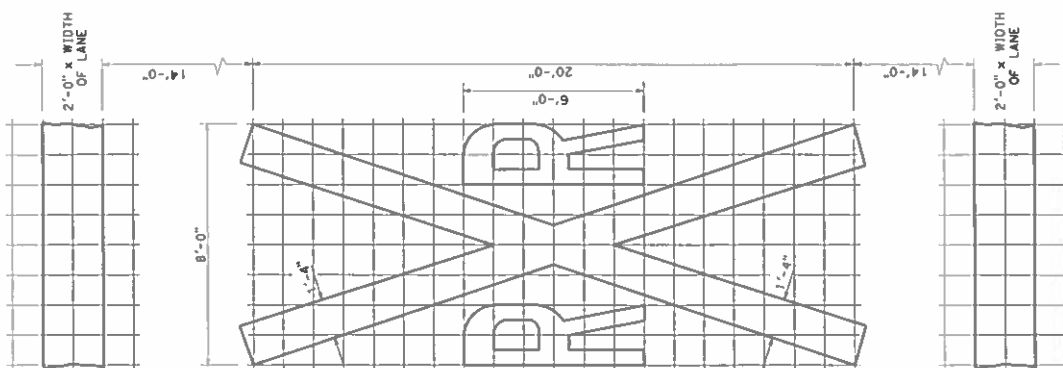
Return to Table of Contents

2022 STANDARD PLAN A24B

DATE	COUNTY	ROUTE	POST MILES	SHEET NO.	TOTAL SHEETS



Stephen H. Hahn
 REGISTERED CIVIL ENGINEER
 AUGUST 1, 2022
 PLANS APPROVAL DATE
 THE STATE OF CALIFORNIA OR ITS OFFICERS
 OR AGENTS SHALL NOT BE RESPONSIBLE FOR
 THE ACCURACY OR COMPLETENESS OF ANY
 COPIES OF THIS PLAN SHEET.



A=59 ft²
TYPE II (B) ARROW
 A=45 ft²
TYPE II (L) ARROW
 For Type II (R) use mirror image.

A=73 ft²
TYPE III (B) ARROW
 A=42 ft²
TYPE III (L) ARROW
 For Type III (R) use mirror image.

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKINGS
 ARROWS AND SYMBOLS**
 NO SCALE

A24B

NOTE:
 Minor variations in dimensions
 may be accepted by the Engineer.

RAILROAD CROSSING SYMBOL
 * 70 ft² does not include the 2'-0" x variable
 width transverse lines.

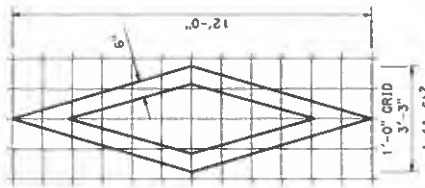
Return to Table of Contents

2022 STANDARD PLAN A24C

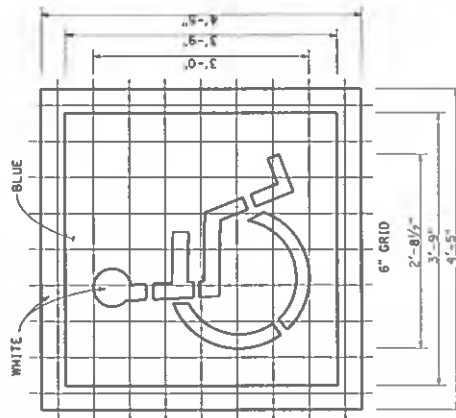
Dist	County	Route	Post Miles	Sheet	Total

August 1, 2022
 Registered Civil Engineer
 License No. 100,000
 State of California
 The State of California, by its officers or agents, shall not be responsible for copies of this plan sheet.

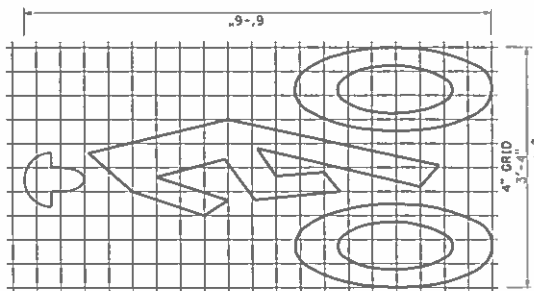
NOTE:
Minor variations in dimensions may be accepted by the Engineer.



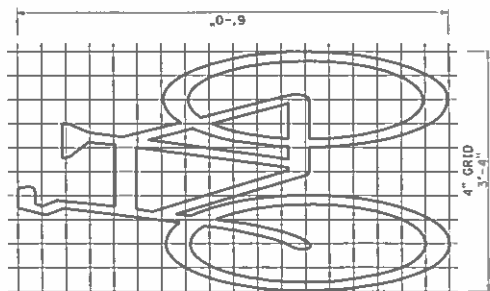
DIAMOND SYMBOL



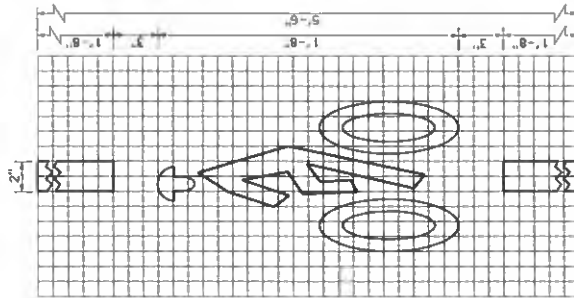
INTERNATIONAL SYMBOL OF ACCESSIBILITY (ISA) MARKING



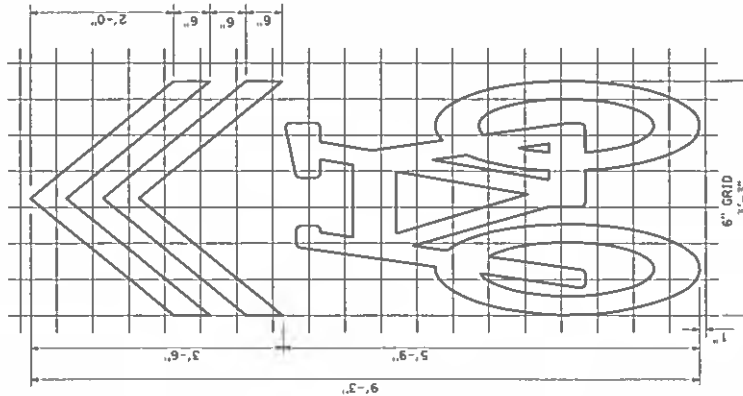
BIKE LANE SYMBOL WITH PERSON



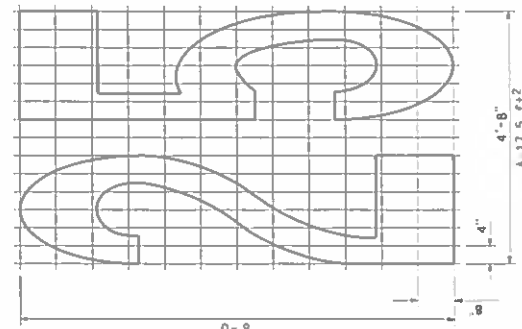
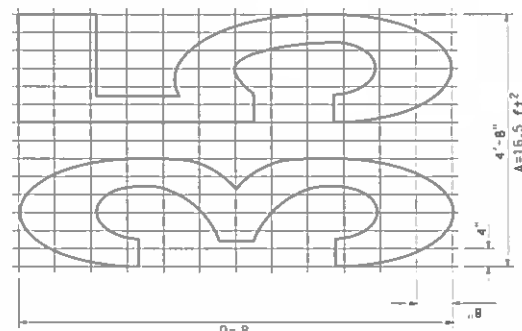
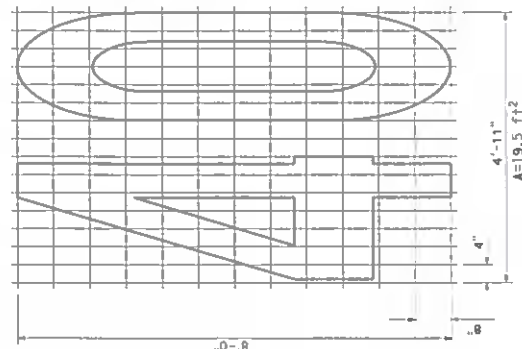
BIKE LANE SYMBOL WITHOUT PERSON



BIKE LOOP DETECTOR SYMBOL



SHARED ROADWAY BICYCLE MARKING



NUMERALS

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKINGS
 SYMBOLS AND NUMERALS**
 NO SCALE

A24C

Return to Table of Contents


A 24D

$$A = 10 \sqrt{f+2}$$

[Return to Table of Contents](#)

2022 STANDARD PLAN A24E

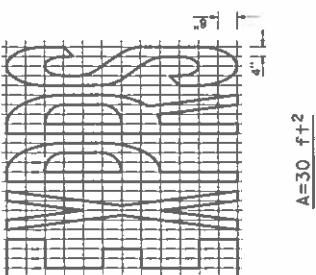
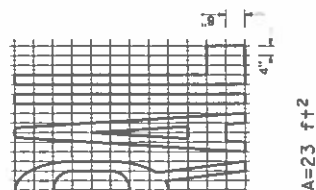
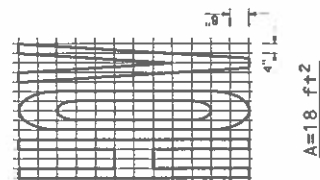
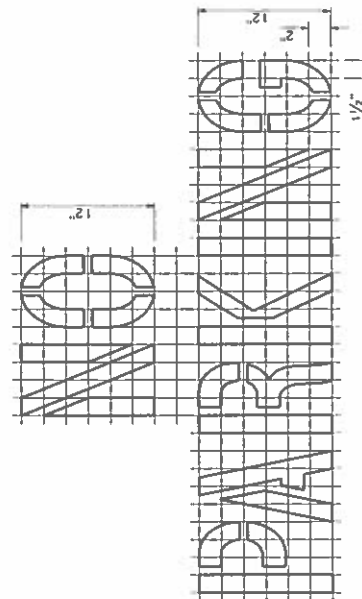
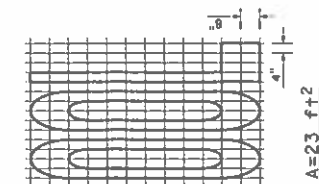
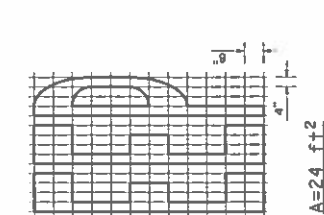
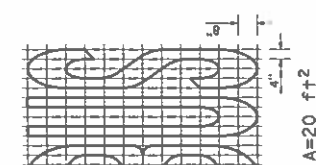
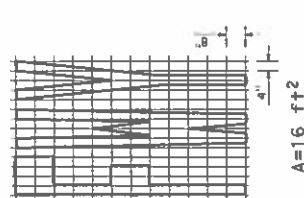
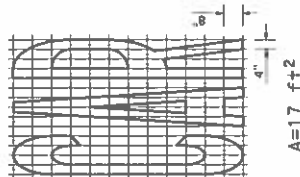
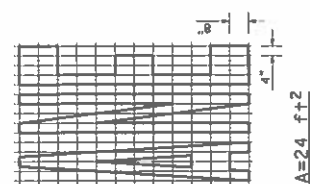
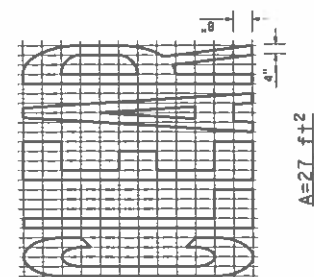
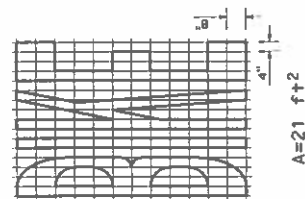
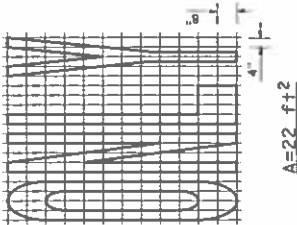
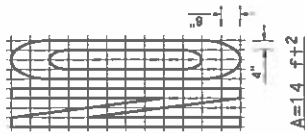
DATE	COUNTY	PROJECT	NO.	SHEET


Jeff Haber REGISTERED CIVIL ENGINEER AUGUST 1, 2022 PLANS APPROVAL DATE THE STATE OF CALIFORNIA ON ITS OFFICIAL SEAL AND SEAL NO. 49132, EXPIRATION DATE 12-31-23, HAS REVIEWED THESE PLANS AND FINDS THEM TO BE IN ACCORD WITH THE REQUIREMENTS OF THE CALIFORNIA ENGINEERING ACT AND THE BOARD OF ENGINEERS AND SURVEYORS

ITEM	f+t	ITEM	f+t
LANE	24	NO	14
POOL	23	BIKE	21
CAR	17	BUS	20
CLEAR	27	ONLY	22
KEEP	24	FWY	16
MOV	18	EXPRS	30
TRAIL	23		

NOTES:

1. If a message consists of more than one word, the first word must be nearest the driver.
2. The space between words must be at least four times the height of the characters for low speed markings and at least three times the height of the characters for high speed markings. The space may be reduced appropriately where there is a limited space because of local conditions.
3. Minor variations in dimensions may be accepted by the Engineer.
4. Portions of a letter, number or symbol may be separated by connecting segments not to exceed 2 in width.
5. The words "NO PARKING" pavement marking is to be used for parking facilities. For typical applications and markings, see Standard Plans A90A and A90B.
6. The words "NO PARKING" shall be painted in white letters not less than 3 in high on a contrasting background and located so that it is visible to traffic enforcement officials.



STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKINGS
WORDS**
NO SCALE

A24E

Return to Table of Contents

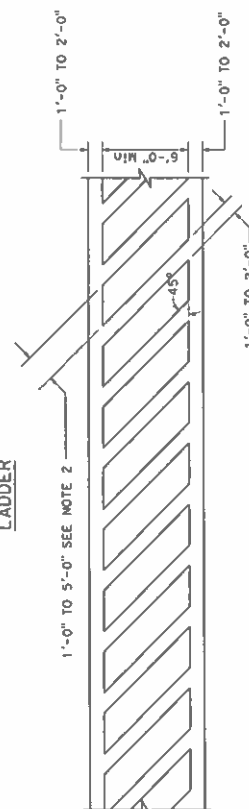
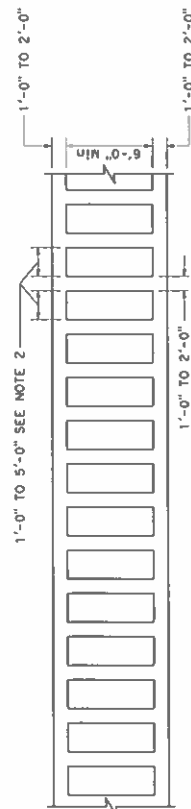
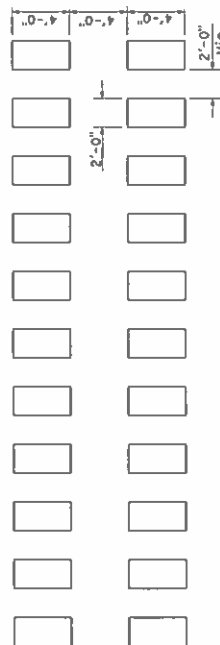
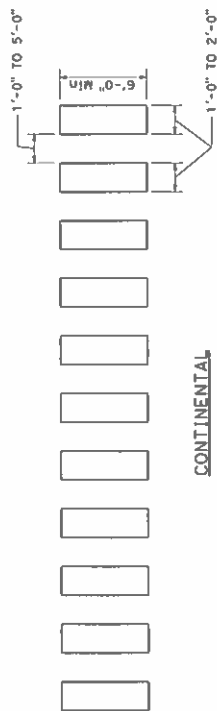
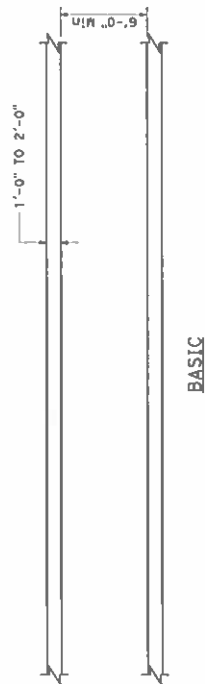
2022 STANDARD PLAN A24F

Dist.	County	Route	Post Miles	Sheet	Total

August 1, 2022 PLANS APPROVAL DATE THE STATE OF CALIFORNIA ON ITS BEHALF THE ENGINEER SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION OR SCALE OF THIS PLAN SHEET.	

NOTES:

1. Spaces between markings must be placed in wheel tracks of each lane.
2. Spacings not to exceed 2.5 x width of longitudinal line.
3. All crosswalk markings must be white except those near schools must be yellow.


**HIGHER VISIBILITY CROSSWALKS**

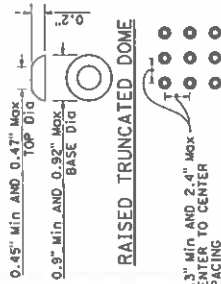
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKINGS
CROSSWALKS**
NO SCALE

A24F

Return to Table of Contents

A88A

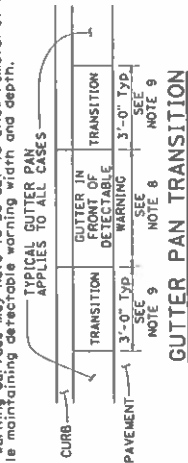
DATE	COUNTY	ROUTE	TOTAL PROJECT	TOTAL MILES	SHEETS TOTAL	SHEET NO.	DATE
<p style="text-align: center;"><i>Removal</i></p> <p style="text-align: center;">REGISTERED CIVIL ENGINEER</p> <p style="text-align: center;">August 1, 2022</p> <p style="text-align: center;">PLANS APPROVAL DATE</p> <div style="text-align: center;">  </div> <p style="text-align: center;">THE STATE OF CALIFORNIA, BY ITS OFFICERS OF PUBLIC WORKS, HAS RECORDED THIS CONTRACT AND HAS ISSUED THIS SET OF AWARD DRAWINGS OF THIS PROJECT.</p>							



RAISED TRUNCATED DOME PATTERN (IN-LINE)

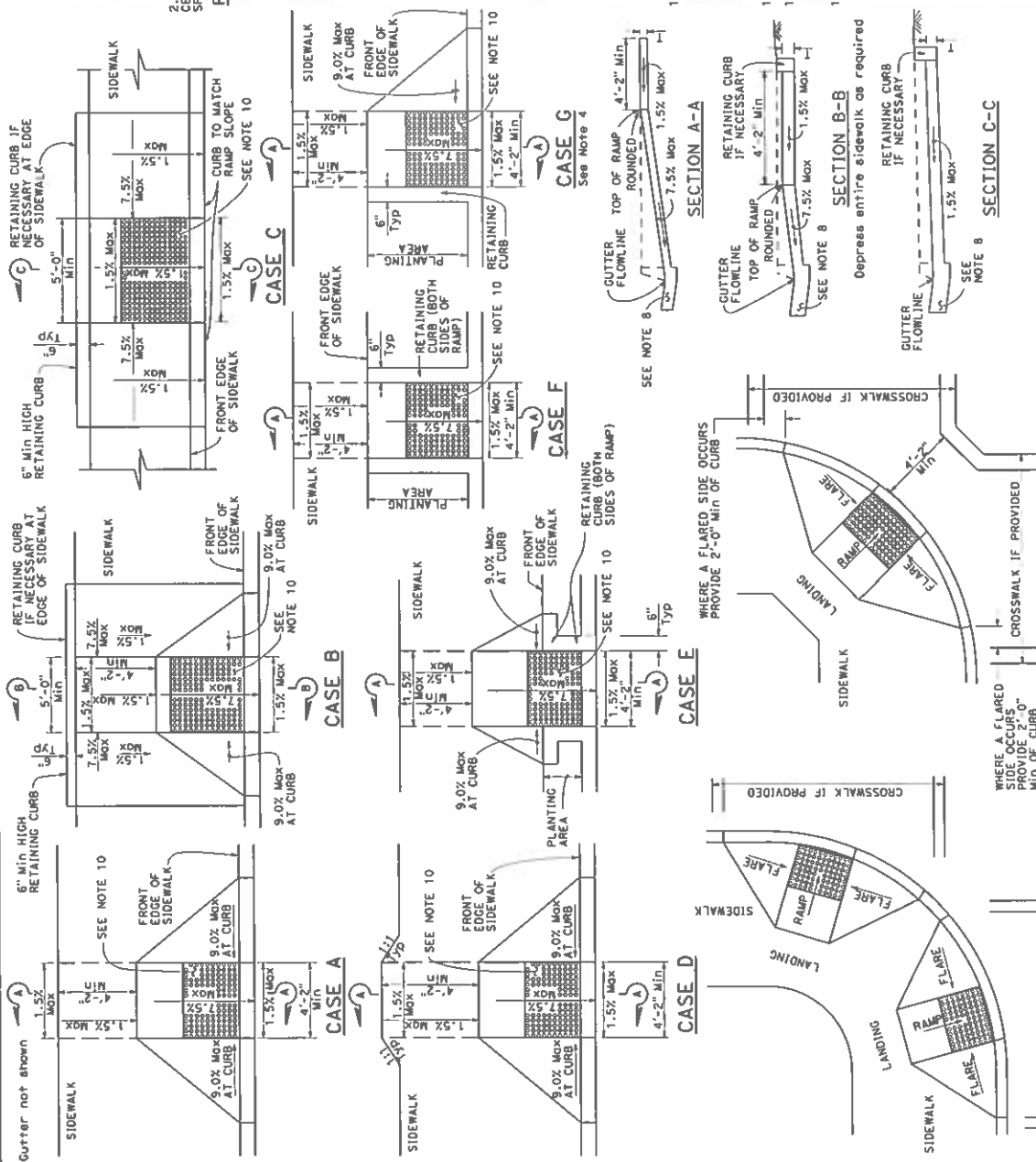
DETECTABLE WARNING SURFACE

- NOTES:**
- See Note 10
1. As site conditions dictate, Case A through Case G curb ramps may be used in conjunction with the Standard. The use of curb ramps used in Detail A do not have to be the same. Case A through Case G curb ramps also may be used at mid block locations, as site conditions dictate. For specific site condition configuration, including the conform to existing sidewalk, see Project Plans.
 2. If distance from curb to back of sidewalk is too short to accommodate ramp and 4'-2" platform (landing) as shown in Case A, the sidewalk may be depressed longitudinally as in Case B or C or may be widened as in Case D.
 3. When ramp is located in center of curb return, crosswalk configuration must be similar to that shown for Detail B.
 4. As site conditions dictate, the retaining curb side and the fared side of the Case G ramp shall be constructed in reversed position.
 5. The ramp portion of the curb ramp is a typical rectangle, unless modified in the Project Plans.
 6. Side slope of ramp faces vary uniformly from a maximum of 9.0% of curb to conform with longitudinal sidewalk slope adjacent to top of the ramp, except in Case C and Case F.
 7. The adjacent surfaces at transitions at curb ramps to walks, gutters, and streets shall be at the same level.
 8. Counter slopes of adjoining gutters and road surfaces immediately adjacent to and within 24 inches of the curb ramp shall not be steeper than 2.0H (5.0%); gutter pan slope shall not exceed 1" of depth for each 2'-0" of width.
 9. Transition gutter pan slope from 1" of depth for each 2'-0" of width to match typical gutter pan slope per Standard Plan A87A.
 10. The detectable warning surface will be a rectangle as shown at back of curb, unless modified in the Project Plans. Curb ramps shall have a detectable warning surface that extends the full width and 3'-0" depth of the ramp. Detectable warning surfaces shall extend the full width of the ramp except where the width of the ramp is less than 10 feet. The detectable warning surface shall conform to the requirements in the Standard Specifications.
 11. Sidewalk and ramp thickness "T", shall be 3 1/2" minimum.
 12. Utility pull boxes, manholes, vaults and all other utility facilities within the boundaries of the curb ramp will be relocated or adjusted to grade by the owner prior to, or in conjunction with, curb ramp construction.
- Detectable warning surface may have to be cut to allow removal of utility



CURB RAMP DETAILS

NO SCALE



DETAIL B
TYPICAL ONE-RAMP
CORNER INSTALLATION

See Notes 1 and 3

**TYPICAL TWO-RAMP
CORNER INSTALLATION**

See Note 1

2022 STANDARD PLAN ES-1A

Dist	County	ROUTE	SHEET NO.	TOTAL SHEETS

REGISTERED ELECTRICAL ENGINEER	DATE
August 1, 2022	
THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION THIS PROJECT HAS BEEN REVIEWED AND APPROVED FOR THE PURPOSE OF THIS PLAN SHEET.	

STANDARD

NEW	EXISTING	TYPE
		15
		150
		15 STRUCTURE
		150 STRUCTURE
		21
		210
		21 STRUCTURE
		210 STRUCTURE
		30
		31
		32

ANNOTATION

SYMBOL	DESCRIPTION
AB	ABANDON. IF APPLIED TO CONDUIT, REMOVE CONDUCTORS
BC	INSTALL PULL BOX IN EXISTING CONDUIT RUN
BP	PEDESTRIAN BARRICADE, TYPE AS INDICATED ON PLAN
CB	INSTALL CONDUIT INTO EXISTING PULL BOX
CC	CONNECT NEW AND EXISTING CONDUIT. REMOVE EXISTING CONDUCTORS AND INSTALL CONDUCTORS AS INDICATED
CF	CONDUIT TO REMAIN FOR FUTURE USE. REMOVE CONDUCTORS. INSTALL PULL TAPE
DH	DETECTOR HANDHOLE
FA	FOUNDATION TO BE ABANDONED
IS	INSTALL SIGN ON SIGNAL MAST ARM
NS	NO SLIP BASE ON STANDARD
PEG	PHOTOELECTRIC CONTROL
PEU	PHOTOELECTRIC UNIT
RC	EQUIPMENT OR MATERIAL TO BE REMOVED AND BECOME THE PROPERTY OF THE CONTRACTOR
RL	RELOCATE EQUIPMENT
RR	REMOVE AND REUSE EQUIPMENT
RS	REMOVE AND SALVAGE EQUIPMENT
SC	SPLICE NEW TO EXISTING CONDUCTORS
SD	SERVICE DISCONNECT
TSF	TELEPHONE SERVICE POINT

SOFFIT AND WALL-MOUNTED LUMINAIRES

SYMBOL	DESCRIPTION
	PENDANT SOFFIT LUMINAIRE
	FLUSH-MOUNTED SOFFIT LUMINAIRE
	WALL-MOUNTED LUMINAIRE
	EXISTING SOFFIT OR WALL-MOUNTED LUMINAIRE TO REMAIN UNMODIFIED
	EXISTING SOFFIT OR WALL-MOUNTED LUMINAIRE TO BE MODIFIED AS SPECIFIED

NOTE:
Arrow indicates "street side" of luminaire.

MISCELLANEOUS ELECTROLIERS

NEW	EXISTING	DESCRIPTION
		LUMINAIRE ON WOOD POLE
		NON-STANDARD ELECTROLIER (SEE PROJECT LEGEND)
		CITY ELECTROLIER
		ELECTROLIER FOUNDATION (FUTURE INSTALLATION)

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**ELECTRICAL SYSTEMS
(LEGEND)**
NO SCALE

ES-1A

Return to Table of Contents

2022 STANDARD PLAN ES-1B

[illegible]

2022 STANDARD PLAN ES-1C

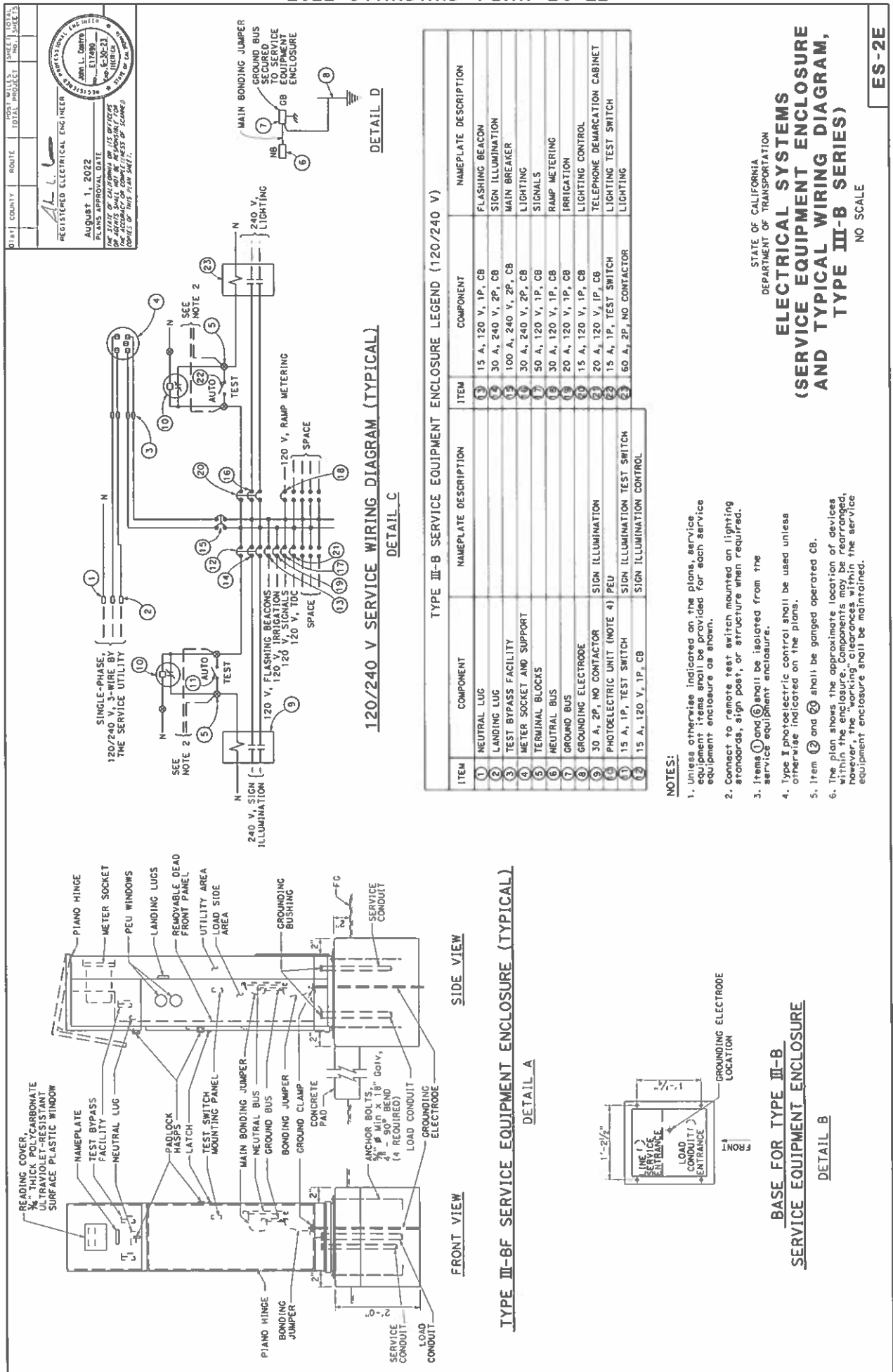
EQUIPMENT DESIGNATION SIGN: _____ SIGN NO. 12345 10.05L SC1.1.0 TRANSFORMER RATING (KVA) LIGHTING CONTROL TYPE NUMBER OF OVERHEAD SIGN LUMINAIRES LIGHTING STANDARD, SIGNAL AND LIGHTING STANDARD: L2745 - 15'-0" MAST ARM LENGTH EQUIPMENT IDENTIFICATION CHARACTERS SOFFIT: L98765 EQUIPMENT IDENTIFICATION CHARACTERS	WIRING COMPONENTS <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>SYMBOL</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>—</td> <td>EXTERNAL CONDUCTOR</td> </tr> <tr> <td>—</td> <td>CONDUCTOR OR BUS</td> </tr> <tr> <td>—</td> <td>TIE POINT</td> </tr> <tr> <td>—</td> <td>CONTACTOR COIL</td> </tr> <tr> <td>—</td> <td>CONTACTOR, NO CONTACT</td> </tr> <tr> <td>—</td> <td>TERMINAL BLOCKS</td> </tr> <tr> <td>—</td> <td>CONTACTOR, NC CONTACT</td> </tr> <tr> <td>—</td> <td>ENCLOSURE BOND</td> </tr> <tr> <td>—</td> <td>GROUNDING ELECTRODE</td> </tr> <tr> <td>—</td> <td>CIRCUIT BREAKER</td> </tr> <tr> <td>—</td> <td>RECEPTACLE</td> </tr> </tbody> </table>	SYMBOL	DESCRIPTION	—	EXTERNAL CONDUCTOR	—	CONDUCTOR OR BUS	—	TIE POINT	—	CONTACTOR COIL	—	CONTACTOR, NO CONTACT	—	TERMINAL BLOCKS	—	CONTACTOR, NC CONTACT	—	ENCLOSURE BOND	—	GROUNDING ELECTRODE	—	CIRCUIT BREAKER	—	RECEPTACLE	VEHICLE DETECTOR DESIGNATION INPUT FILE (U = UPPER) L = LOWER SLOT NUMBER IN INPUT FILE (1 TO 9) INPUT FILE (I OR J) PHASE (1 TO 8)	HANDHOLES, PULL BOXES, AND VAULTS <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>NEW</th> <th>EXISTING</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td>DETECTOR HANDHOLE</td> </tr> <tr> <td></td> <td></td> <td>PULL BOX, NO. 5 UNLESS OTHERWISE INDICATED</td> </tr> <tr> <td></td> <td></td> <td>VAULT</td> </tr> </tbody> </table>	NEW	EXISTING	DESCRIPTION			DETECTOR HANDHOLE			PULL BOX, NO. 5 UNLESS OTHERWISE INDICATED			VAULT	MISCELLANEOUS EQUIPMENT <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>NEW</th> <th>EXISTING</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td>CHANGEABLE MESSAGE SIGN</td> </tr> <tr> <td></td> <td></td> <td>CAMERA</td> </tr> <tr> <td></td> <td></td> <td>HIGHWAY ADVISORY RADIO POLE AND ANTENNA</td> </tr> <tr> <td></td> <td></td> <td>EXTINGUISHABLE MESSAGE SIGN</td> </tr> <tr> <td></td> <td></td> <td>DETECTION DEVICE M = MICROWAVE SENSOR V = VIDEO IMAGE SENSOR</td> </tr> <tr> <td></td> <td></td> <td>RADAR SPEED FEEDBACK SIGN</td> </tr> </tbody> </table>	NEW	EXISTING	DESCRIPTION			CHANGEABLE MESSAGE SIGN			CAMERA			HIGHWAY ADVISORY RADIO POLE AND ANTENNA			EXTINGUISHABLE MESSAGE SIGN			DETECTION DEVICE M = MICROWAVE SENSOR V = VIDEO IMAGE SENSOR			RADAR SPEED FEEDBACK SIGN	CONDUIT AND CONDUCTORS <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>CONDUIT RUN NUMBER</th> <th>CONDUIT RUN NUMBER</th> <th>CONDUIT RUN NUMBER</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>2</td> <td>3</td> </tr> </tbody> </table>	CONDUIT RUN NUMBER	CONDUIT RUN NUMBER	CONDUIT RUN NUMBER	1	2	3	DETAILS <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>STANDARD PLAN SHEET NUMBER</th> <th>STANDARD PLAN SHEET NUMBER</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>2</td> </tr> </tbody> </table>	STANDARD PLAN SHEET NUMBER	STANDARD PLAN SHEET NUMBER	1	2	PHASE PEDESTRIAN #1, #2, #2P, etc. PHASE TRAFFIC PHASE IDENTIFICATION FOR SIGNALS, DETECTORS, AND PHASE DIAGRAMS
SYMBOL	DESCRIPTION																																																																									
—	EXTERNAL CONDUCTOR																																																																									
—	CONDUCTOR OR BUS																																																																									
—	TIE POINT																																																																									
—	CONTACTOR COIL																																																																									
—	CONTACTOR, NO CONTACT																																																																									
—	TERMINAL BLOCKS																																																																									
—	CONTACTOR, NC CONTACT																																																																									
—	ENCLOSURE BOND																																																																									
—	GROUNDING ELECTRODE																																																																									
—	CIRCUIT BREAKER																																																																									
—	RECEPTACLE																																																																									
NEW	EXISTING	DESCRIPTION																																																																								
		DETECTOR HANDHOLE																																																																								
		PULL BOX, NO. 5 UNLESS OTHERWISE INDICATED																																																																								
		VAULT																																																																								
NEW	EXISTING	DESCRIPTION																																																																								
		CHANGEABLE MESSAGE SIGN																																																																								
		CAMERA																																																																								
		HIGHWAY ADVISORY RADIO POLE AND ANTENNA																																																																								
		EXTINGUISHABLE MESSAGE SIGN																																																																								
		DETECTION DEVICE M = MICROWAVE SENSOR V = VIDEO IMAGE SENSOR																																																																								
		RADAR SPEED FEEDBACK SIGN																																																																								
CONDUIT RUN NUMBER	CONDUIT RUN NUMBER	CONDUIT RUN NUMBER																																																																								
1	2	3																																																																								
STANDARD PLAN SHEET NUMBER	STANDARD PLAN SHEET NUMBER																																																																									
1	2																																																																									

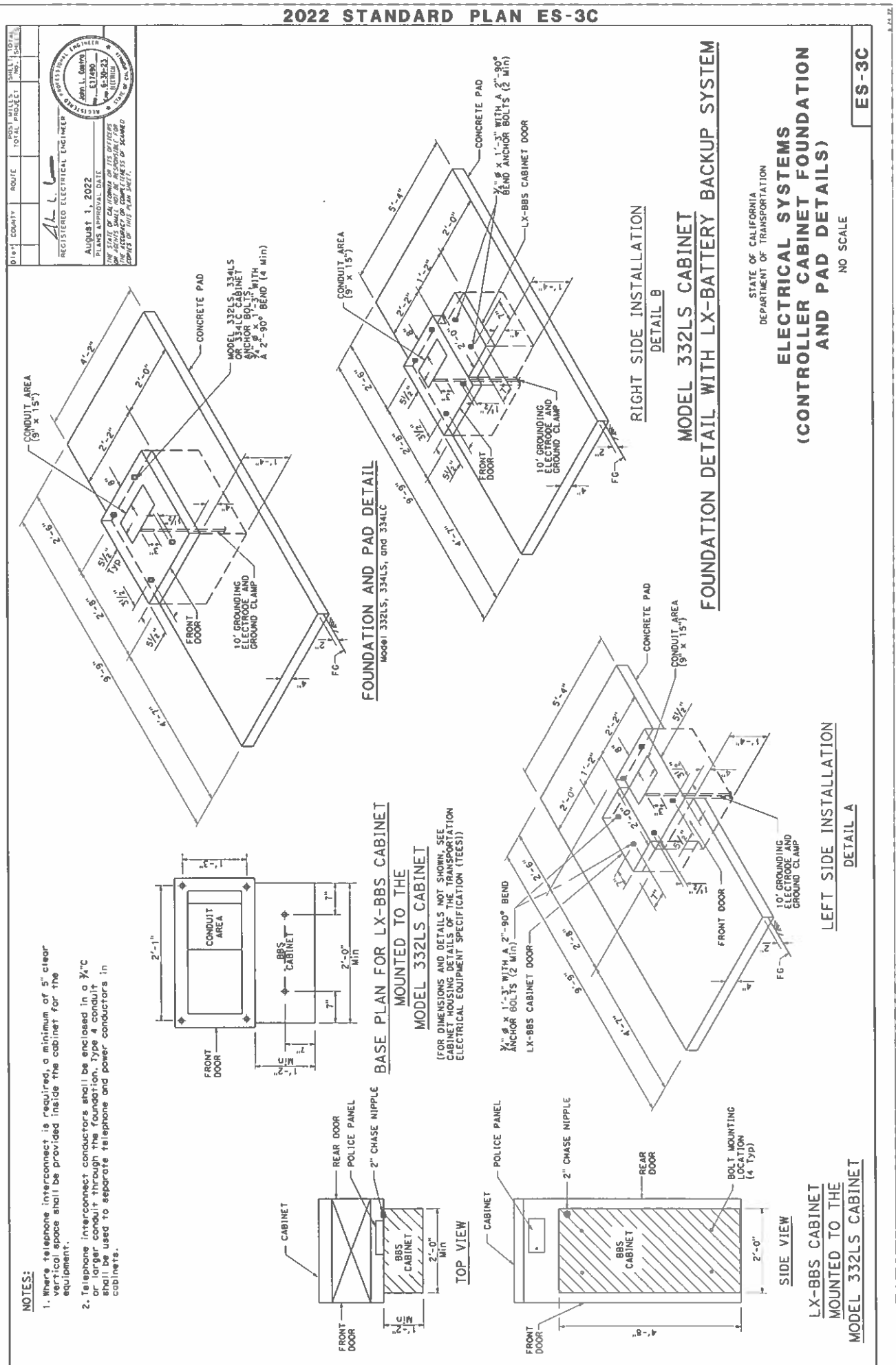
DETECTORS

NEW	EXISTING	DESCRIPTION
		TYPE A LOOP DETECTOR. OUTLINE OF SAW CUT SHOWN
		TYPE B LOOP DETECTOR. OUTLINE OF SAW CUT SHOWN
		TYPE C LOOP DETECTOR. OUTLINE OF SAW CUT SHOWN
		TYPE D LOOP DETECTOR. OUTLINE OF SAW CUT SHOWN
		TYPE E LOOP DETECTOR. OUTLINE OF SAW CUT SHOWN
		TYPE F LOOP DETECTOR. OUTLINE OF SAW CUT SHOWN
		TYPE G LOOP DETECTOR. OUTLINE OF SAW CUT SHOWN
		MICROWAVE OR VIDEO DETECTION ZONE

ELECTRICAL SYSTEMS (LEGEND)
 NO SCALE
 STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
ES-1C

2022 STANDARD PLAN ES-2E





2022 STANDARD PLAN ES-4A

DIST.	COUNTY	ROUTE	POST MILES	TOTAL PROJECT	SHEET TOTAL
					NO. SHEETS

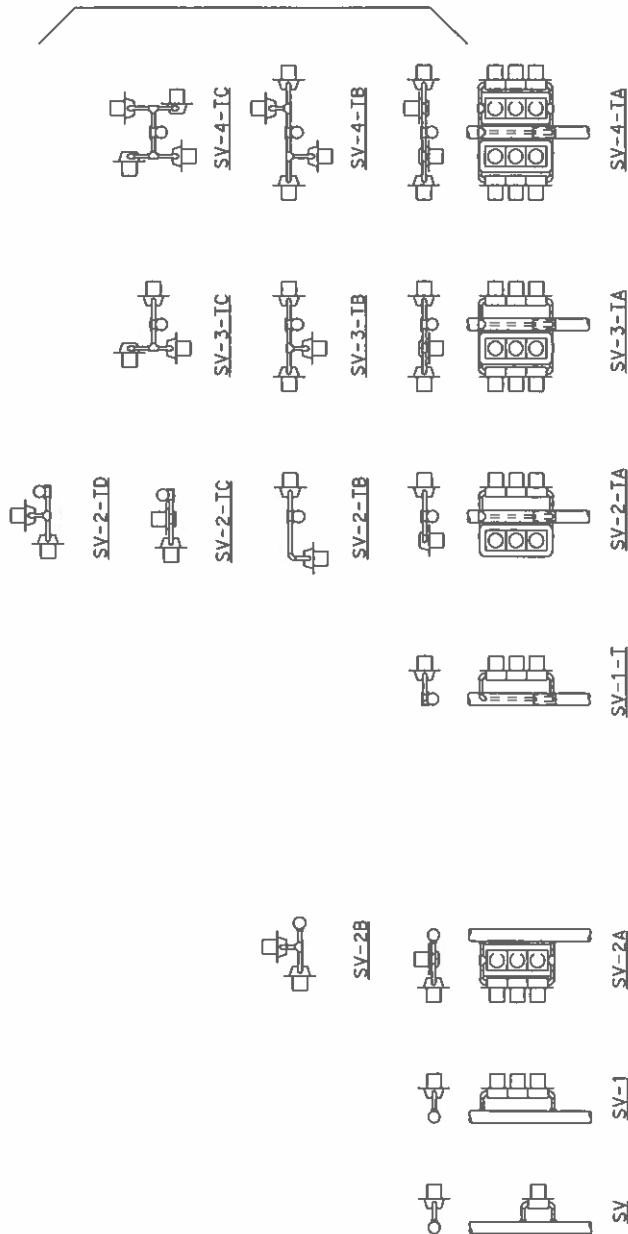
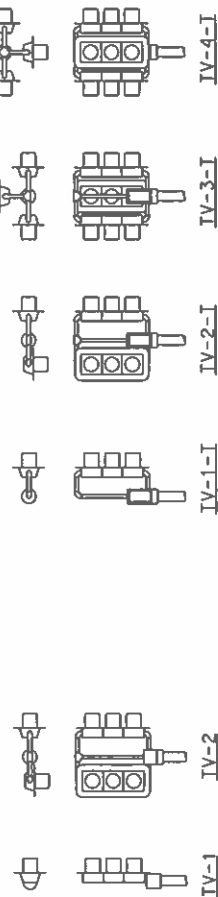
REGISTERED ELECTRICAL ENGINEER August 1, 2022 THIS SEAL IS VALID FOR THE STATE OF CALIFORNIA ONLY. IT IS NOT VALID FOR ANY OTHER JURISDICTION. IT IS THE RESPONSIBILITY OF THE ENGINEER TO MAINTAIN THE SEAL IN GOOD STANDING. IT IS THE RESPONSIBILITY OF THE ENGINEER TO MAINTAIN THE SEAL IN GOOD STANDING. IT IS THE RESPONSIBILITY OF THE ENGINEER TO MAINTAIN THE SEAL IN GOOD STANDING.	

PLAN VIEW OF OTHER
SIDE MOUNTINGSABBREVIATIONS:

- SV SIDE MOUNTED SIGNAL HEADS
 T TERMINAL COMPARTMENT
 TV TOP MOUNTED SIGNAL HEADS
 1, 2, 3, 4 NUMBER OF SIGNAL FACES
 A, B, C, D CONFIGURATION OF SIGNALS

NOTES:

- Mountings shall be oriented to provide maximum horizontal clearance to adjacent roadway.
- See Standard Plans ES-4D and ES-4E for attachment fitting details.

SIDE MOUNTINGSPLAN VIEW OF
TOP MOUNTINGSTOP MOUNTINGS

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
ELECTRICAL SYSTEMS
(SIGNAL HEAD MOUNTING)
 NO SCALE

ES-4A

Return to Table of Contents

2022 STANDARD PLAN ES-4B

DATE	COUNTY	ROUTE	POST MILES	SHEET	TOTAL SHEETS

REGISTERED ELECTRICAL ENGINEER John L. Deane EIT 1990 E-30-23 STATE OF CALIFORNIA	
August 1, 2022 PLANS APPROVAL DATE	THE STATE OF CALIFORNIA ON ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF THESE COPIES OF THIS PLAN SHEET.

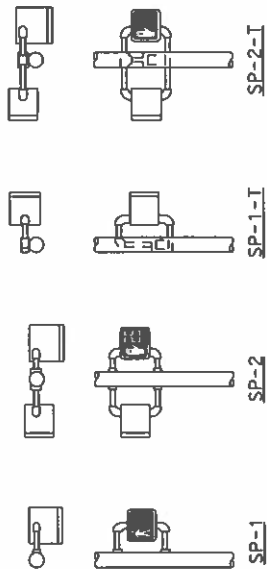
NOTES:

1. Mounting shall be oriented to provide maximum horizontal clearance to adjacent roadway.
2. See Standard Plan ES-40 for attachment fittings details.

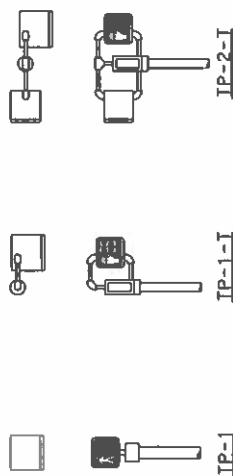
ABBREVIATIONS:

- 1, 2 NUMBER OF SIGNAL FACES
 SP SIDE MOUNTED PEDESTRIAN SIGNAL
 T TERMINAL COMPARTMENT
 TP TOP MOUNTED PEDESTRIAN SIGNAL

PLAN VIEW OF
SIDE MOUNTINGS



PLAN VIEW OF
TOP MOUNTINGS



TOP MOUNTINGS
PEDESTRIAN SIGNAL HEAD MOUNTINGS

DETAIL A



PERSON WALKING INTERVAL FLASHING UPRAISED HAND INTERVAL STEADY UPRAISED HAND INTERVAL
 LED COUNTDOWN PEDESTRIAN SIGNAL FACE MODULE
 DETAIL B

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

ELECTRICAL SYSTEMS
(PEDESTRIAN SIGNAL HEADS)

NO SCALE

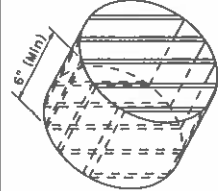
ES-4B

Return to Table of Contents

2022 STANDARD PLAN ES-4C

PLAN	COUNTY	ROUTE	POST MILES	SHEET NO.	TOTAL SHEETS

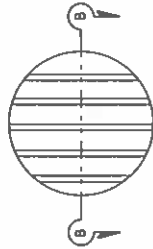
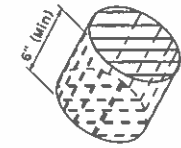
REGISTERED ELECTRICAL ENGINEER	
APPROVAL DATE	PLANS APPROVAL DATE
AUGUST 1, 2022	
THE STATE OF CALIFORNIA OR ITS OFFICERS AND AGENCIES SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF THE DATA OR THE RESULTS OF THE ANALYSIS OR THE DESIGN OR THE CONSTRUCTION OF THIS PLAN SHEET.	



ISOMETRIC VIEW



SECTION A-A

12" DIAMETER
FRONT VIEW

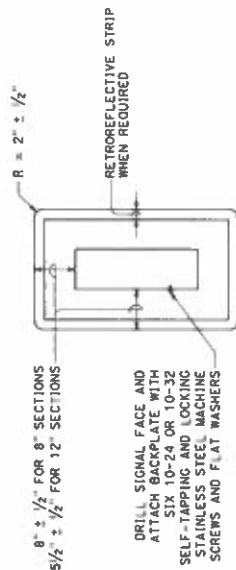
ISOMETRIC VIEW



SECTION A-A

8" DIAMETER
FRONT VIEWTUNNEL
FULL CIRCLE
CAP OR CUT AWAY
LEFT ANGLE
(Right angle is
reversed of figure)

VISORS

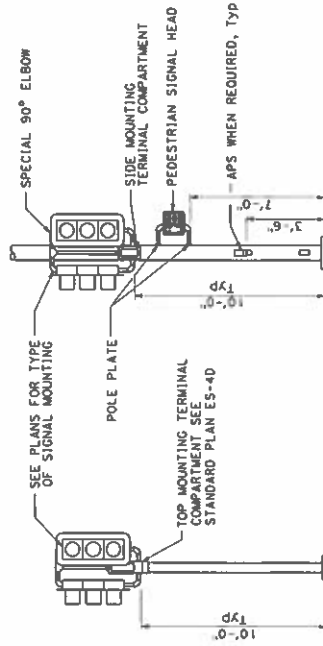
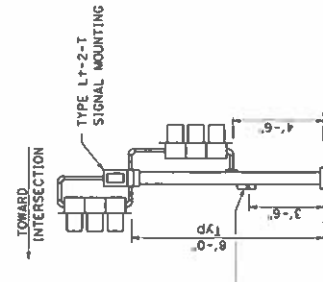


8" AND 12" SECTIONS

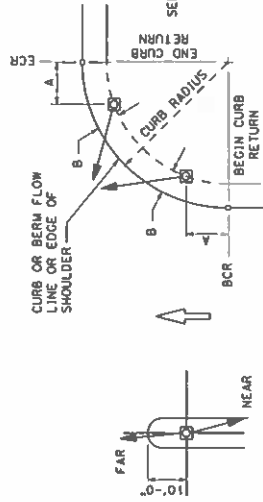
BACKPLATE

DIRECTIONAL LOUVER

Directional louvers shall be oriented and secured in place with one plated brass machine screw and nut.

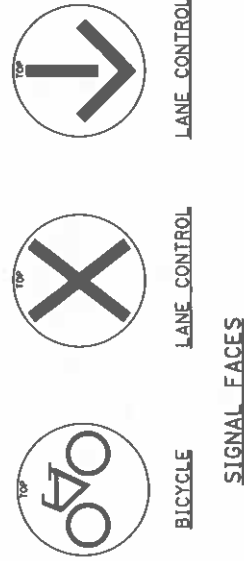


TYPICAL SIGNAL HEAD INSTALLATIONS



NOTES:

1. Typical signal pole placement unless dimensioned on plans.
2. For A and B dimensions, see Pole Schedule.

SIGNAL STANDARD PLACEMENT DIMENSIONS
AND EQUIPMENT LOCATIONS


STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**ELECTRICAL SYSTEMS
(SIGNAL HEADS
AND MOUNTINGS)**
NO SCALE

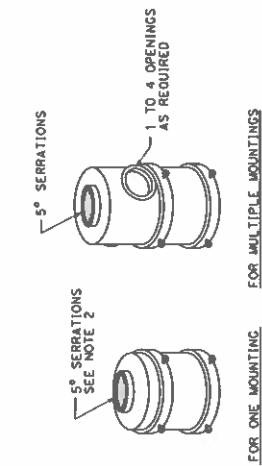
ES-4C

Return to Table of Contents

2022 STANDARD PLAN ES-4D

DIST.	COUNTY	ROUTE	POST MILES	SHEET TOTAL
				NO. SHEETS

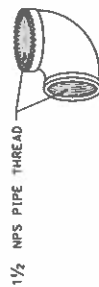
REGISTERED ELECTRICAL ENGINEER 	
APPROVAL DATE	AUGUST 1, 2022
PLANS APPROVAL DATE THE STATE OF CALIFORNIA HAS ISSUED THIS APPROVAL ON THE BASIS OF THE INFORMATION FURNISHED FOR THIS PROJECT THE ENGINEER SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF THIS PLAN SHEET.	

**NOTES:**

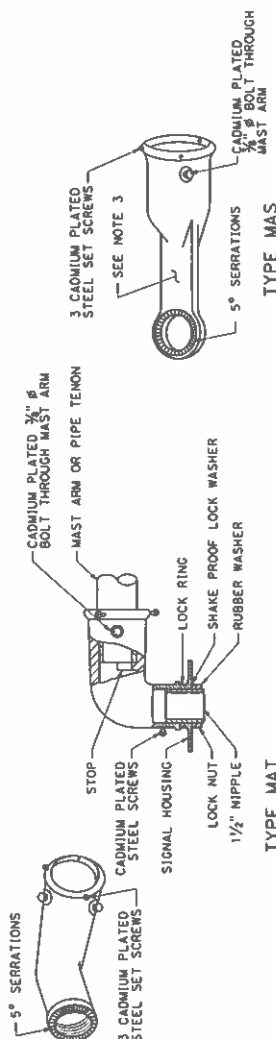
1. After mast arm signal has been plumbed and secured, install slip fitter through mast arm in line with slip fitter hole. Place a cadmium plated $\frac{3}{8}$ " ϕ galvanized bolt with washer under bolt head through hole and secure with washer, nut, and locknut. Seal openings between mast arm mounting and mast arm with mastic.
2. Threaded top mounted slip fitter openings shall be $\frac{1}{2}$ " NPS. Serrations in fittings shall match those on bottom of signal heads or in lock ring. Top opening shall be offset when backplate is used.
3. Wireway shall have a cross section area of $\frac{1}{2}$ " \times 0.95 square inch minimum. Minimum width of $\frac{1}{2}$ ".

TOP MOUNTINGS

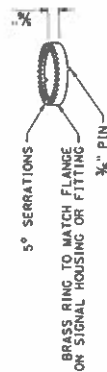
For 4 NPS pipe, see Note 2.

**SPECIAL 90° ELBOW**

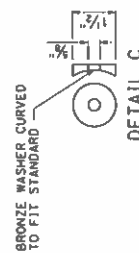
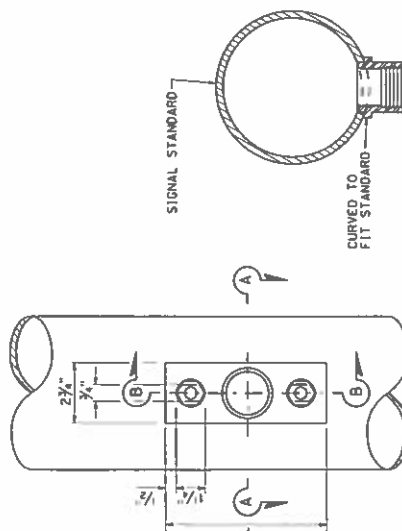
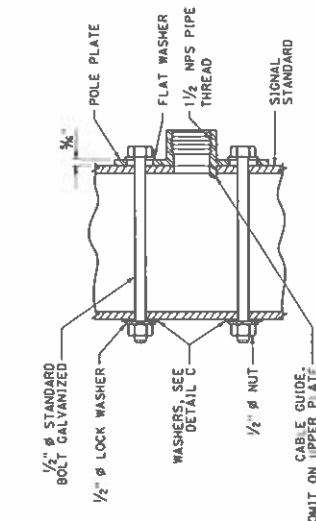
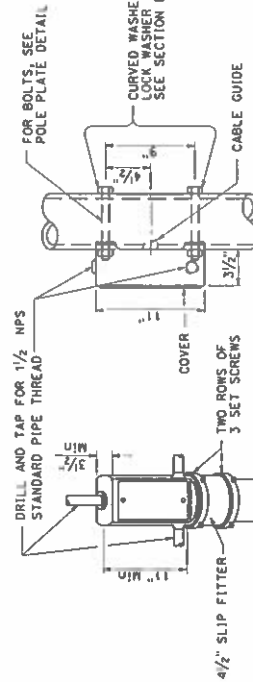
One for each signal head, except those with special slip fitter mounting

**TYPE MAS****MAST ARM MOUNTING**

For 2 NPS pipe, see Note 1.

SIGNAL SLIP FITTERS**LOCK RING**

Use where locking ring is not integral with signal housing or fitting.



**DETAIL C****MISCELLANEOUS MOUNTING HARDWARE****TOP VIEW****SECTION A-A****TOP MOUNTING****SIDE MOUNTING****TERMINAL COMPARTMENT****POLE PLATE FOR SIDE MOUNTED SIGNAL HEAD WITHOUT TERMINAL COMPARTMENT****SECTION B-B**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**ELECTRICAL SYSTEMS
(SIGNAL HEAD MOUNTING)**

NO SCALE

ES-4D

Return to Table of Contents

2022 STANDARD PLAN ES-4E

STATE	COUNTRY	ROUTE	POSTAL MILES TOTAL PROJECT	SHEET TOTAL SHEETS
				
REGISTERED ELECTRICAL ENGINEER				
				
August 1, 2022				
PLANS OF CALIFORNIA ON FILE OFFICE				
FOR ARCHITECTS ONLY NOT TO BE SUBMITTED FOR				
CONSTRUCTION PERMITS WITHOUT THE SIGNATURE				
OF THE REGISTERED ELECTRICAL ENGINEER				

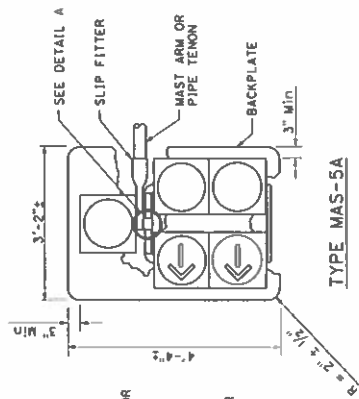
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

**ELECTRICAL SYSTEMS
(SIGNAL HEADS AND
OPTICAL DETECTOR MOUNTS)**

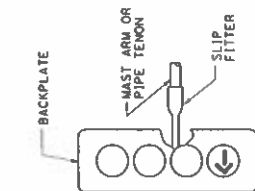
NO SCALE

ES-4E

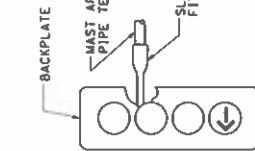
[Return to Table of Contents](#)



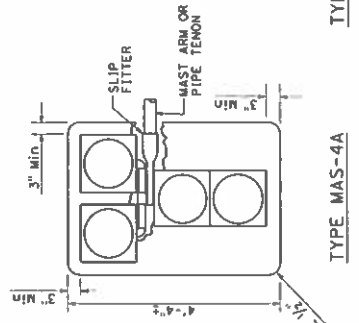
TYPE MAS-5A



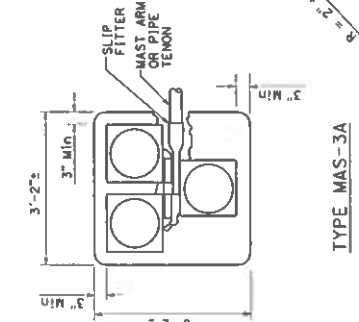
TYPE MAS-4C



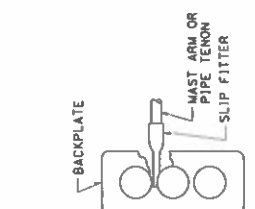
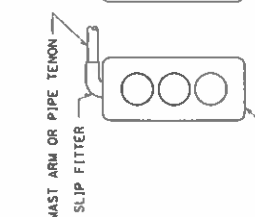
TYPE MAS-4B



TYPE MAS-4A

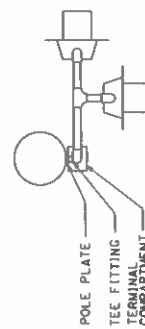


TYPE MAS-3A

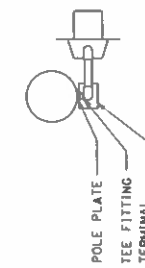
TYPE MAS

<u>TYPE</u>	<u>MAT</u>
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
10	10
11	11
12	12
13	13
14	14
15	15
16	16
17	17
18	18
19	19
20	20
21	21
22	22
23	23
24	24
25	25
26	26
27	27
28	28
29	29
30	30
31	31
32	32
33	33
34	34
35	35
36	36
37	37
38	38
39	39
40	40
41	41
42	42
43	43
44	44
45	45
46	46
47	47
48	48
49	49
50	50
51	51
52	52
53	53
54	54
55	55
56	56
57	57
58	58
59	59
60	60
61	61
62	62
63	63
64	64
65	65
66	66
67	67
68	68
69	69
70	70
71	71
72	72
73	73
74	74
75	75
76	76
77	77
78	78
79	79
80	80
81	81
82	82
83	83
84	84
85	85
86	86
87	87
88	88
89	89
90	90
91	91
92	92
93	93
94	94
95	95
96	96
97	97
98	98
99	99
100	100

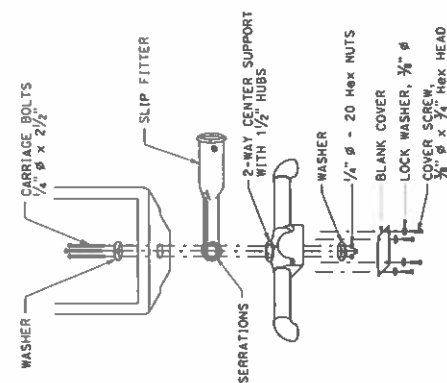
MAST ARM MOUNTINGS



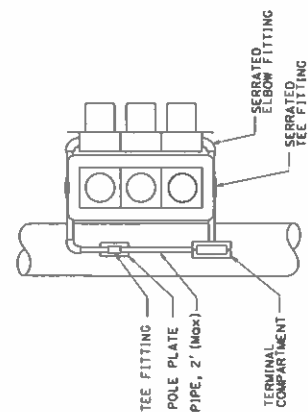
PLAN



PLAN

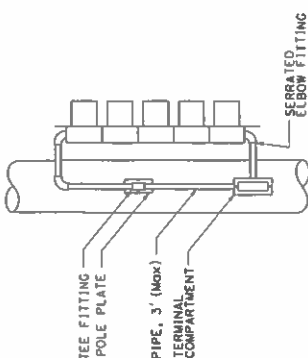


DETAIL A



SIDE VIEW

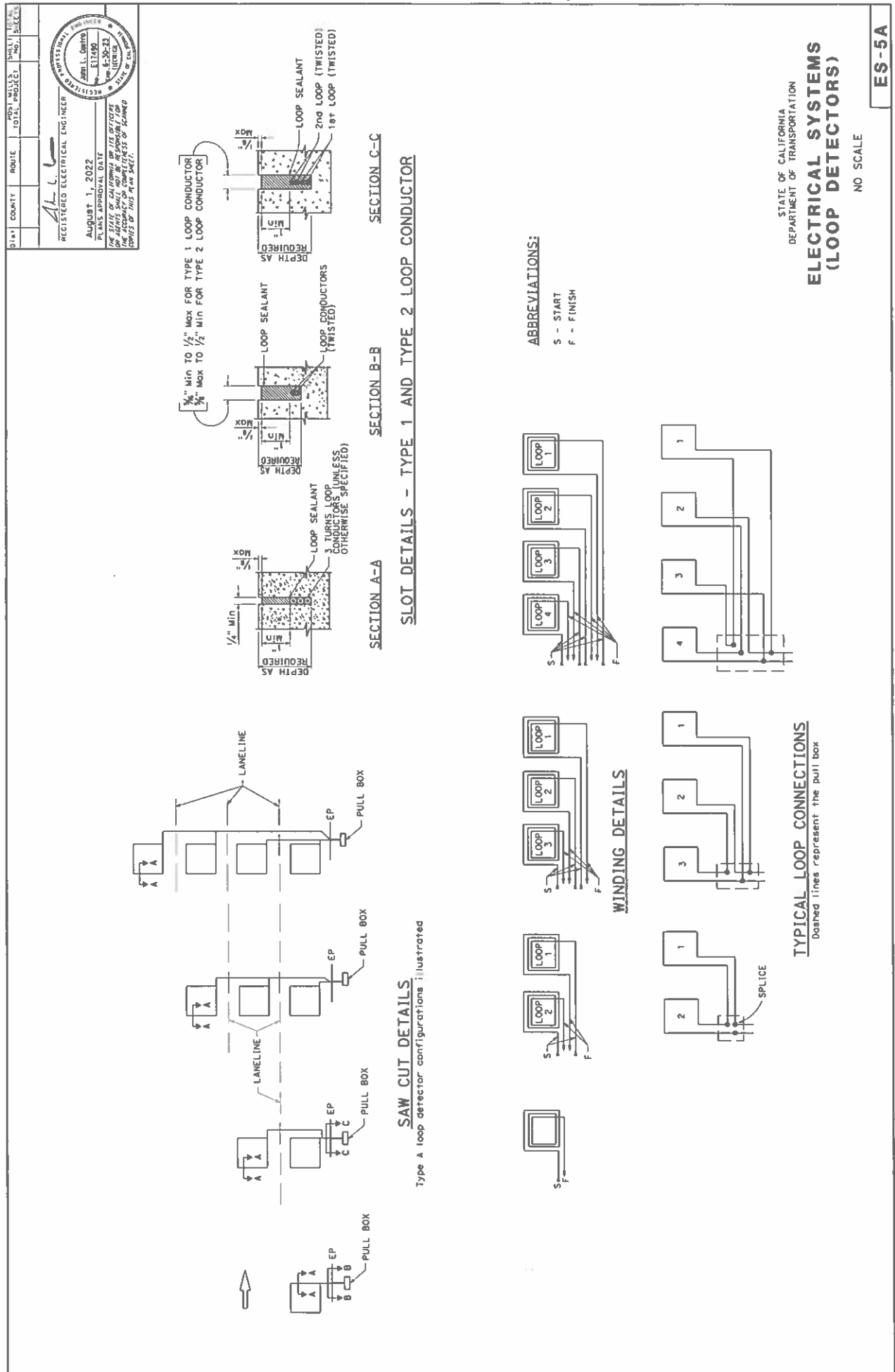
SV-2-TD



SIDE VIEW

SV-1-T WITH 5 SIGNAL SECTIONS

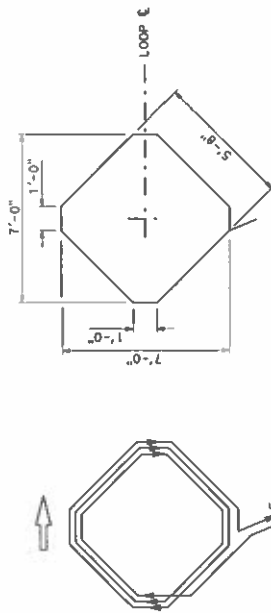
2022 STANDARD PLAN ES-5A



[illegible]

NOTES:

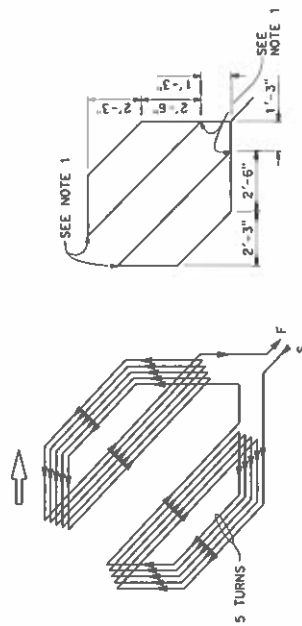
1. Round corners of acute angle saw cuts to prevent damage to conductors.
2. Typical distance separating loops from edge to edge is 10" for Type A, B, D, E, and F installation in single lane.
3. Use Type D and F loops for limit line detection and bicycle lanes.



WINDING DETAIL

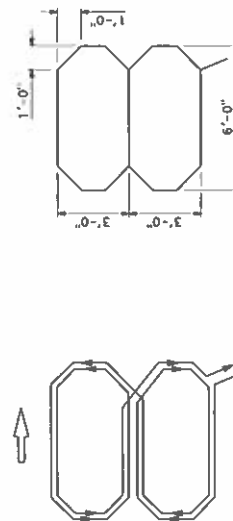
SAW CUT DETAIL

TYPE B LOOP DETECTOR CONFIGURATION



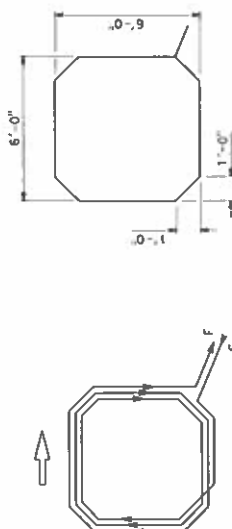
WINDING DETAIL SAW CUT DETAIL

TYPE D LOOP DETECTOR CONFIGURATION



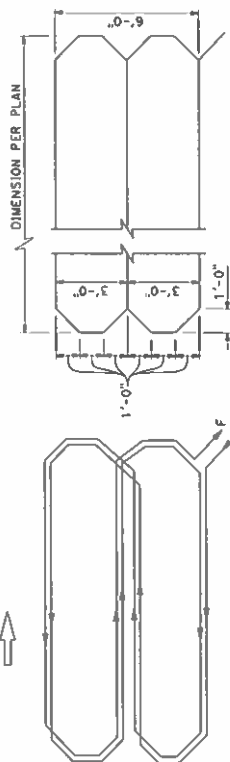
WINDING DETAIL SAW CUT DETAIL

TYPE Q LOOP DETECTOR CONFIGURATION

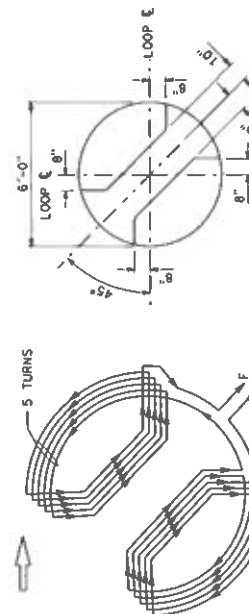


WINDING DETAIL SAW CUT DETAIL

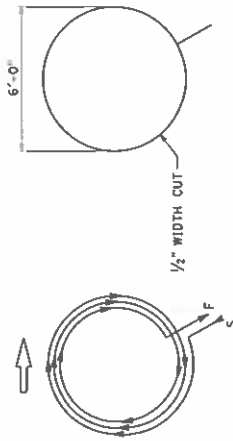
TYPE A LOOP DETECTOR CONFIGURATION



DETAIL	SAW CUT
TYPE C LOOP DETECTOR CONFIGURATION	

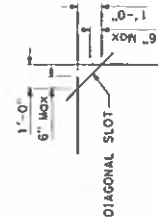


WINDING DETAIL SAW CUT DETAIL



WINDING DETAIL SAW CUT DETAIL

TYPE E LOOP DETECTOR CONFIGURATION



PLAN VIEW OF
DIAGONAL SLOT
AT CORNERS

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

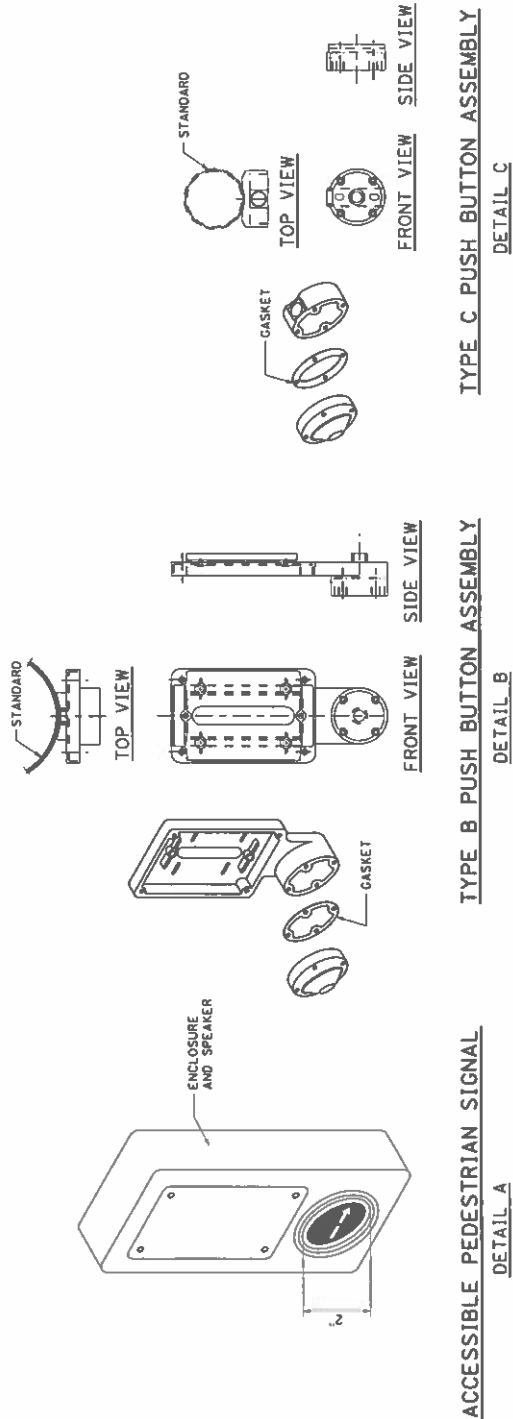
ELECTRICAL SYSTEMS (DETECTORS)

NO SCALE

2022 STANDARD PLAN ES-5C

DATE	COUNTY	ROUTE	POST MILE	SHEET TOTAL
TOTAL PROJECT				
NO. SHEETS				

REGISTERED ELECTRICAL ENGINEER	
AL L. L.	
August 1, 2022	
PLANS APPROVAL DATE	
THE STATE OF CALIFORNIA ON ITS OFFICIAL	
TOP AGENTS SHALL NOT BE RESPONSIBLE FOR	
THE CORRECTNESS OF THE INFORMATION	
CONTAINED ON THIS PLAN SHEET.	



STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

**ELECTRICAL SYSTEMS
(ACCESSIBLE PEDESTRIAN SIGNAL
AND PUSH BUTTON ASSEMBLIES)**

NO SCALE

ES-5C

Return to Table of Contents

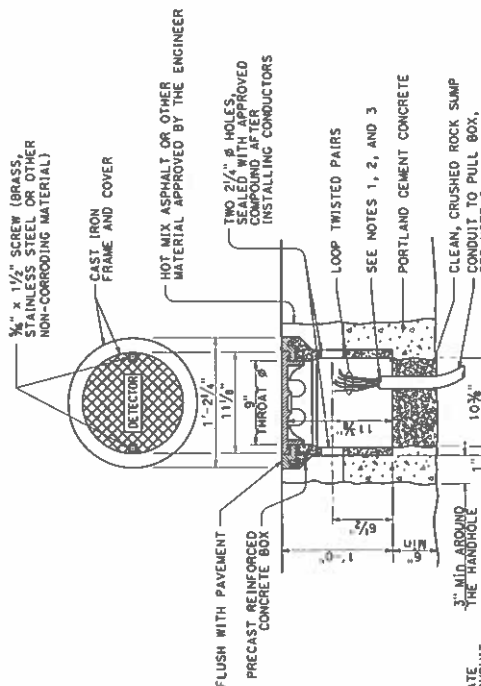
2022 STANDARD PLAN ES-5D

DATE	COUNTY	ROUTE	POST MILES	SHEET NO.
AUGUST 1, 2022	AL			

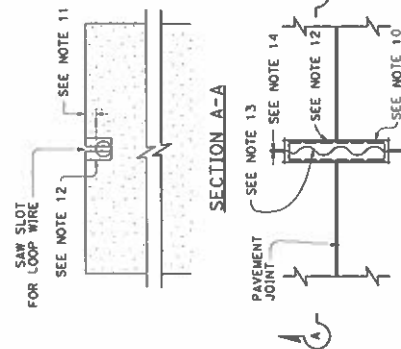
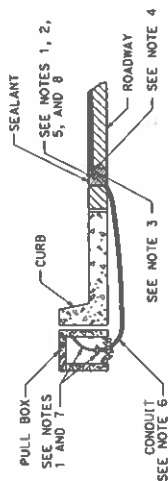
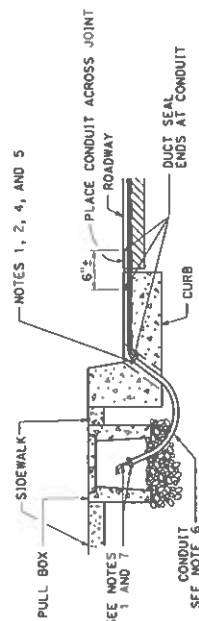
REGISTERED ELECTRICAL ENGINEER
 AUGUST 1, 2022
 EIT 1480
 THE STATE OF CALIFORNIA OR ITS OFFICERS
 OR AGENTS SHALL NOT BE RESPONSIBLE FOR
 THE ACCURACY OR COMPLETENESS OF THE
 CONTENTS OF THIS PLAN SHEET.

NOTES:

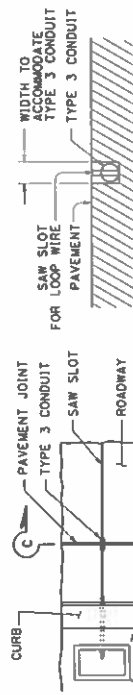
- Bushing shall be used at end of conduit.
- Type detector conductors 3" each side of bushings.
- Install duct seal compound to each end of termination conduit before installing sealant.
- Round all sharp edges where detector conductors have to pass.
- End of conduit shall be 3/8" below roadway surface.
- Conduit size
 1" minimum 1 to 2 pairs
 1 1/2" minimum 3 to 4 pairs
 2" minimum 5 or more pairs
- Splice detector conductors to detector lead-in cable.
- Location of detector handhole when shown on plans.
- When the shoulder and traveled way are paved with the same material and there is no joint between them, the conduit shall extend only 2'-0" into the shoulder pavement.
- 3/4" Type 3 conduit 6" long minimum, plug both ends with duct compound to keep out sealant.
- 1/2" Minimum between top of conduit and pavement surface.
- Sawcut shall not exceed 1" in width and 1/8" longer than conduit to be installed.
- Conductors with 1/2" minimum slack inside conduit.
- Inductive loop detector saw slot.



DETECTOR HANDHOLE DETAIL

TYPICAL LOOP LEAD-IN DETAIL
AT PAVEMENT JOINTCURB TERMINATION DETAIL
TYPE A

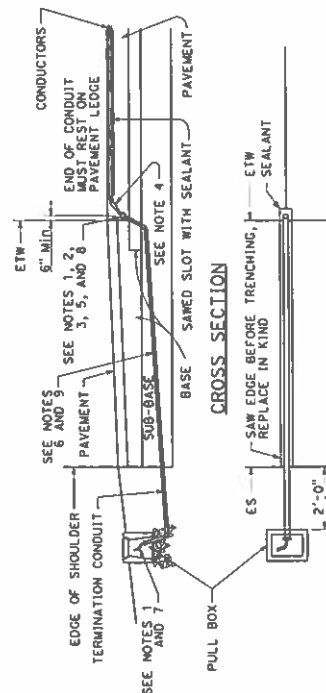
CROSS SECTION



SECTION C-C

TYPE B

CURB TERMINATION DETAIL

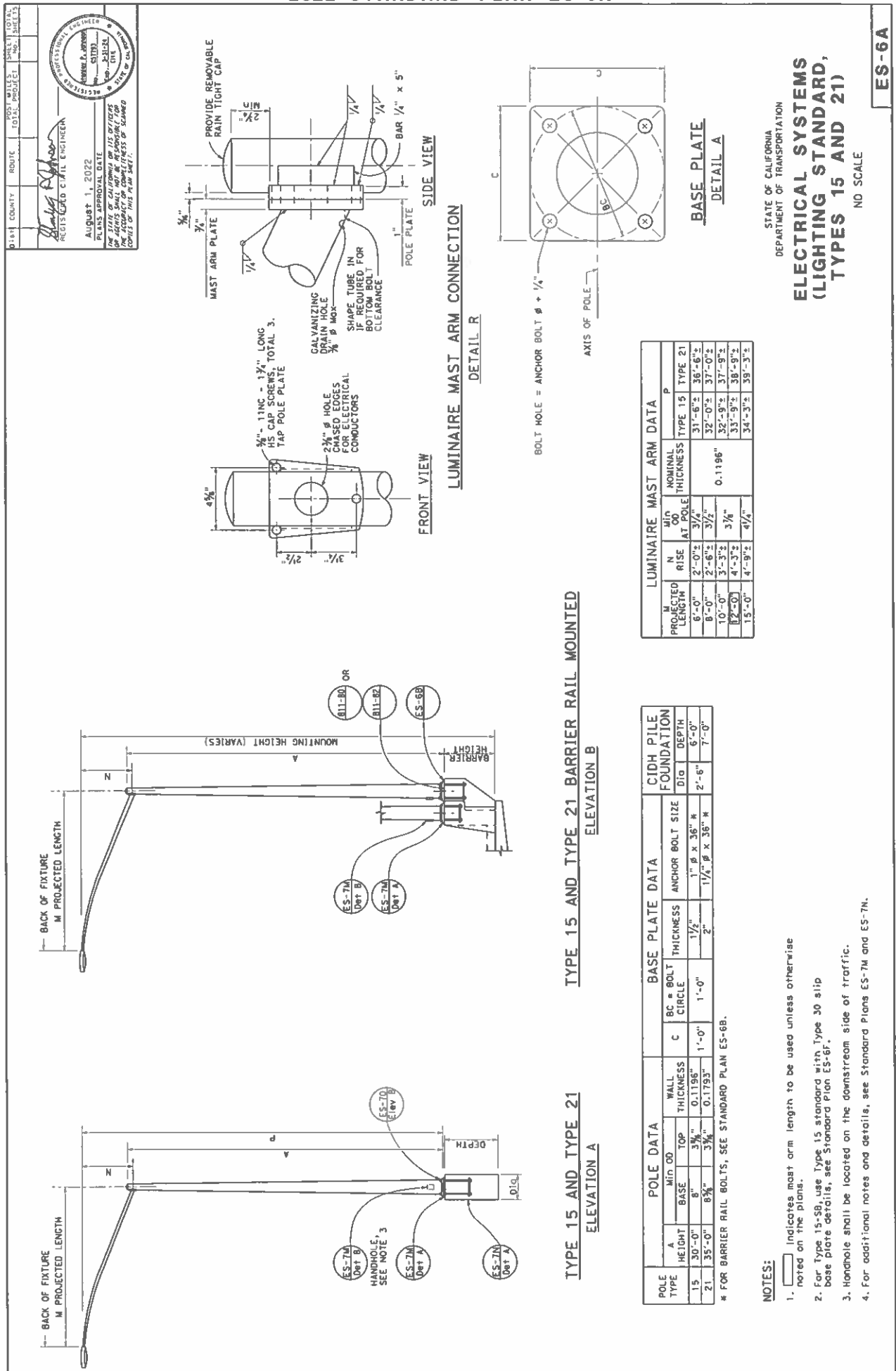
SHOULDER TERMINATION DETAILS
PLAN VIEWSTATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATIONELECTRICAL SYSTEMS
(CURB AND SHOULDER TERMINATION,
TRENCH, AND HANDHOLE DETAILS)

NO SCALE

ES-5D

Return to Table of Contents

2022 STANDARD PLAN ES-6A



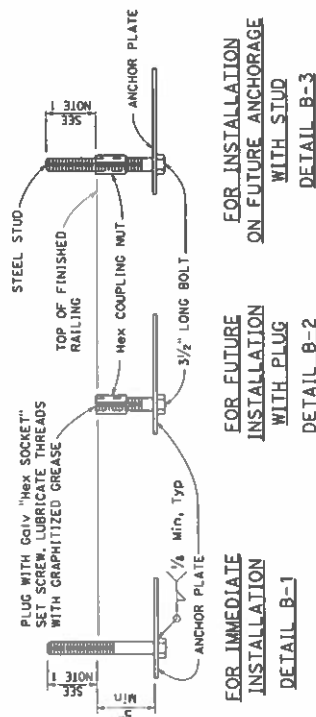
[Return to Table of Contents](#)

2022 STANDARD PLAN ES-6B

SHEET NO.	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO. TOTAL SHEETS	
			AUGUST 1, 2022 PLANS APPROVAL DATE		
REGISTERED CIVIL ENGINEER			THE STATE OF CALIFORNIA ON ITS OFFICIAL RECORDS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF THIS MAP SINCE IT WAS PREPARED BY AN INDIVIDUAL WHO IS NOT A LICENSED PROFESSIONAL ENGINEER		

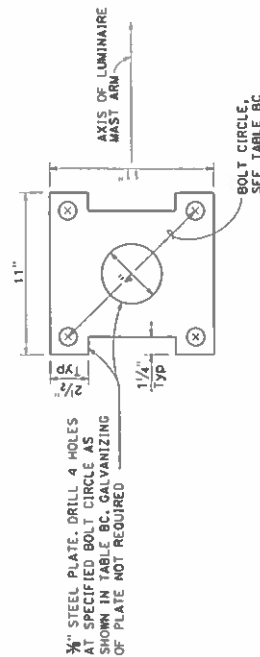
NOTES:

1. Anchor bolt or stud length shall be such that thread extends $\frac{1}{2}$ maximum above nut on level base plate after grouting. See Detail N.
2. Electroliner anchor bolts shall be held in position for pouring by means of anchor plates and suitable templates. Deviation from the true position, vertical and height shall not exceed $\frac{1}{8}$."
3. See railing sheets for reinforcement and structural details of electroliners and pull boxes.



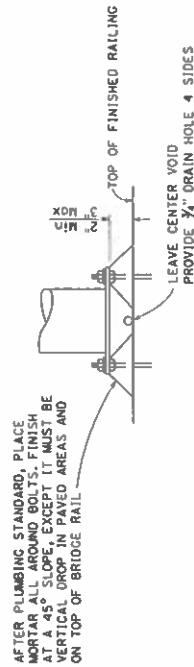
ELECTROLIER ANCHORAGES

DETAIL B



ANCHOR PLATE

TABLE BC				
TYPE	BC = BOLT CIRCLE	ANCHOR BOLT DIAMETER	COUPLING NUT BASIC LENGTH	SET SCREW LENGTH DETAIL B-2
15	1'-0"	1"	3"	1 1/4"
				1 7/8"



GROUTING AT ELECTROLIER

DETAIL N

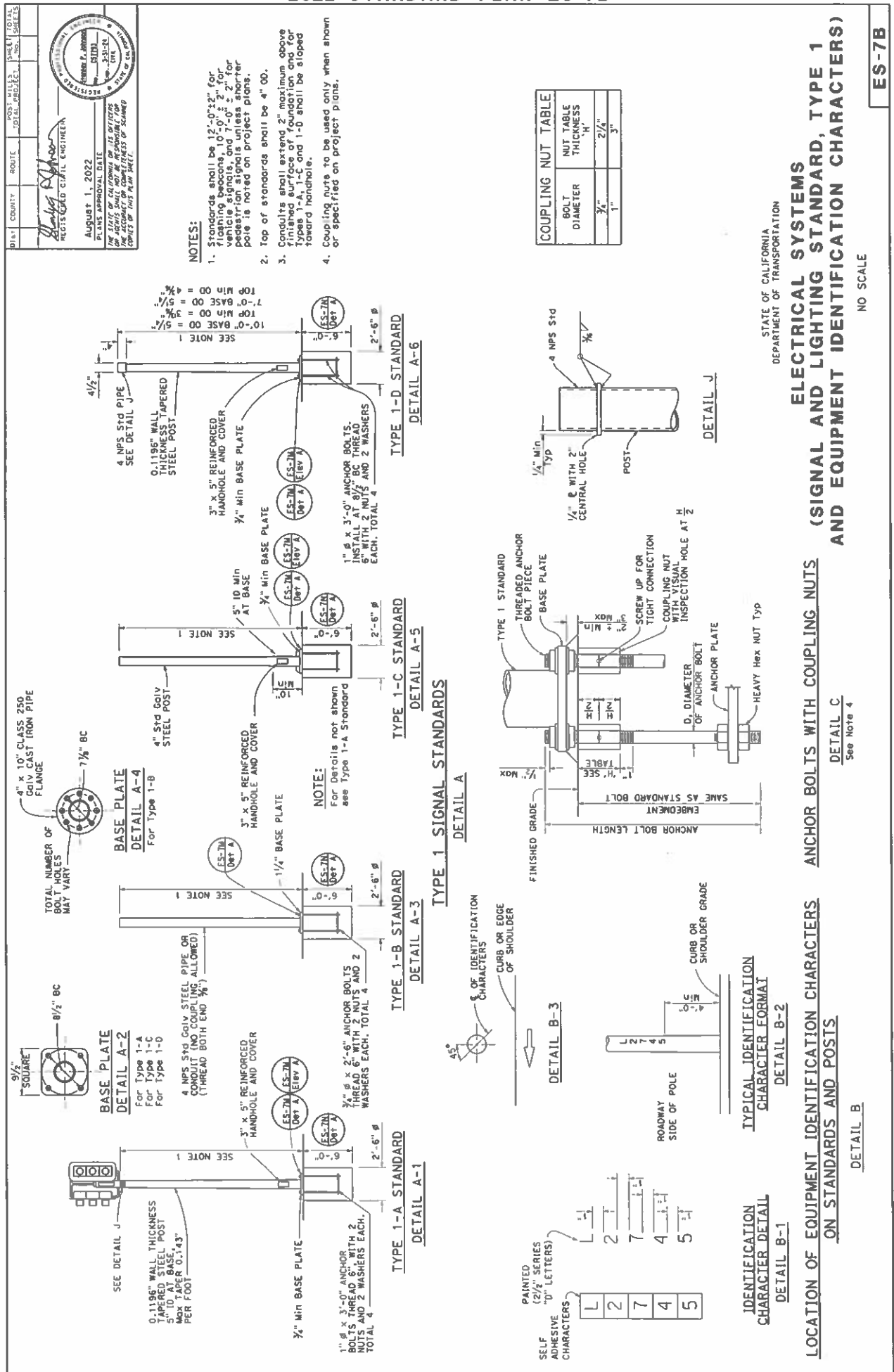
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

**ELECTRICAL SYSTEMS
(ELECTROLIER ANCHORAGE
AND GROUTING FOR
TYPE 15 AND TYPE 21
BARRIER RAIL MOUNTED)**

NO SCALE

ES-6B

2022 STANDARD PLAN ES-7B



ES-7C

177

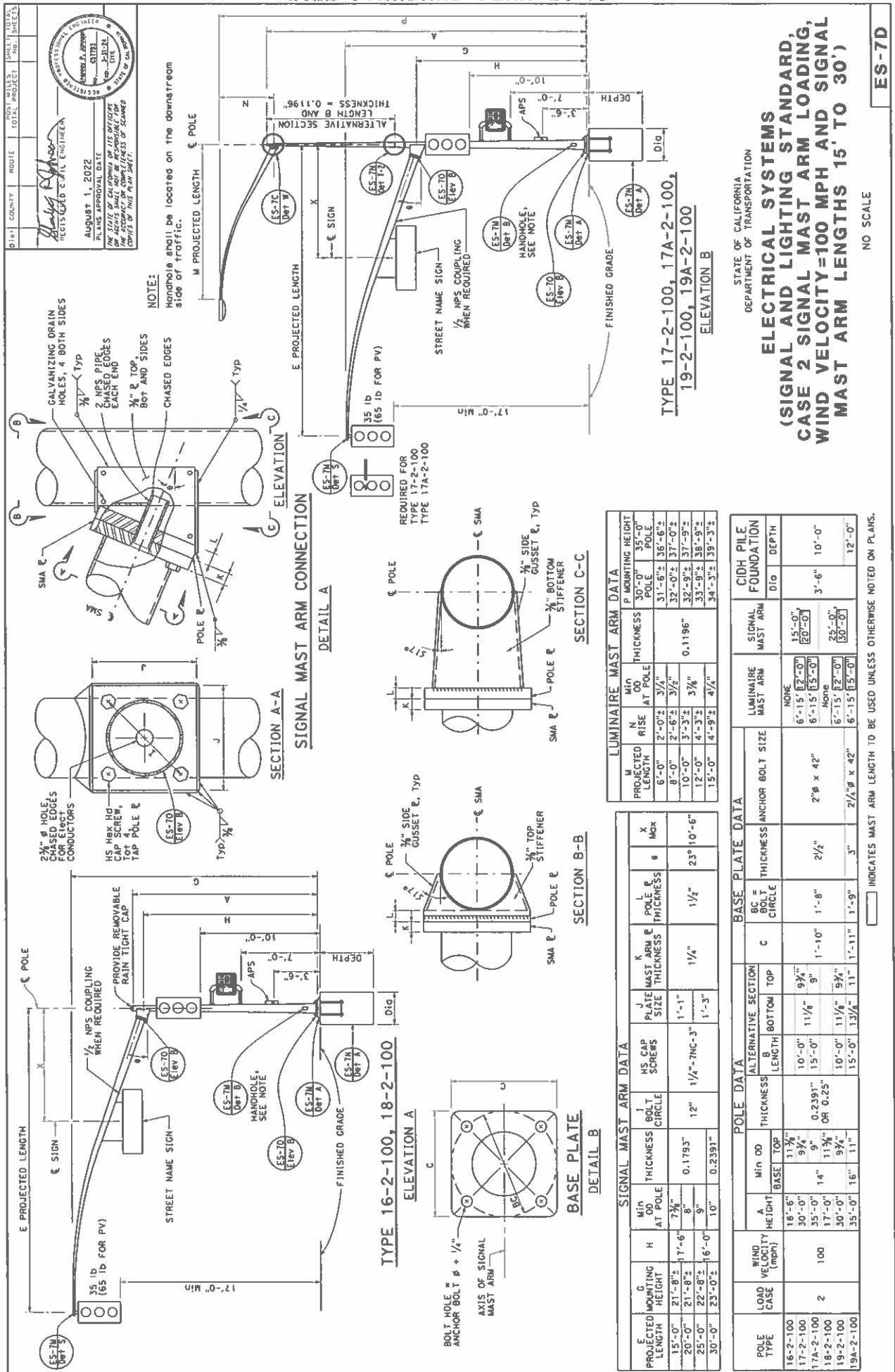


POLE TYPE	LOAD CASE	WIND VELOCITY (mph)	POLE DATA								BASE PLATE DATA				LUMINAIRE MAST ARM	SIGNAL MAST ARM	CIDH PILE FOUNDATION		
			A		MIN OD		THICKNESS	ALTERNATIVE SECTION		C	BC BOLT CIRCLE	THICKNESS	ANCHOR BOLT SIZE	NONE			NONE	0'x	DEPTH
			METRIC	BASE	TOP	LENGTH		BOTTOM	TOP										
16-1-100			18'-6"	12"	9%		None		1'-6"	2"	1 7/8" ø x 42"		15'-0"	20'-0"	3'-0"	9'-0"			
18-1-100	1	100	17'-0"			0.2391"	None												
19-1-100			30'-0"		9%	OR 0.25"	10'-0"		1'-8"	2 1/2"	2" ø x 42"		25'-0"	30'-0"	3'-6"	10'-0"			
94-1-100			35'-0"	14'	9%		15'-0"		1'-10"				6'-15"	12'-0"	3'-6"	10'-0"			
													6'-15"	15'-0"					

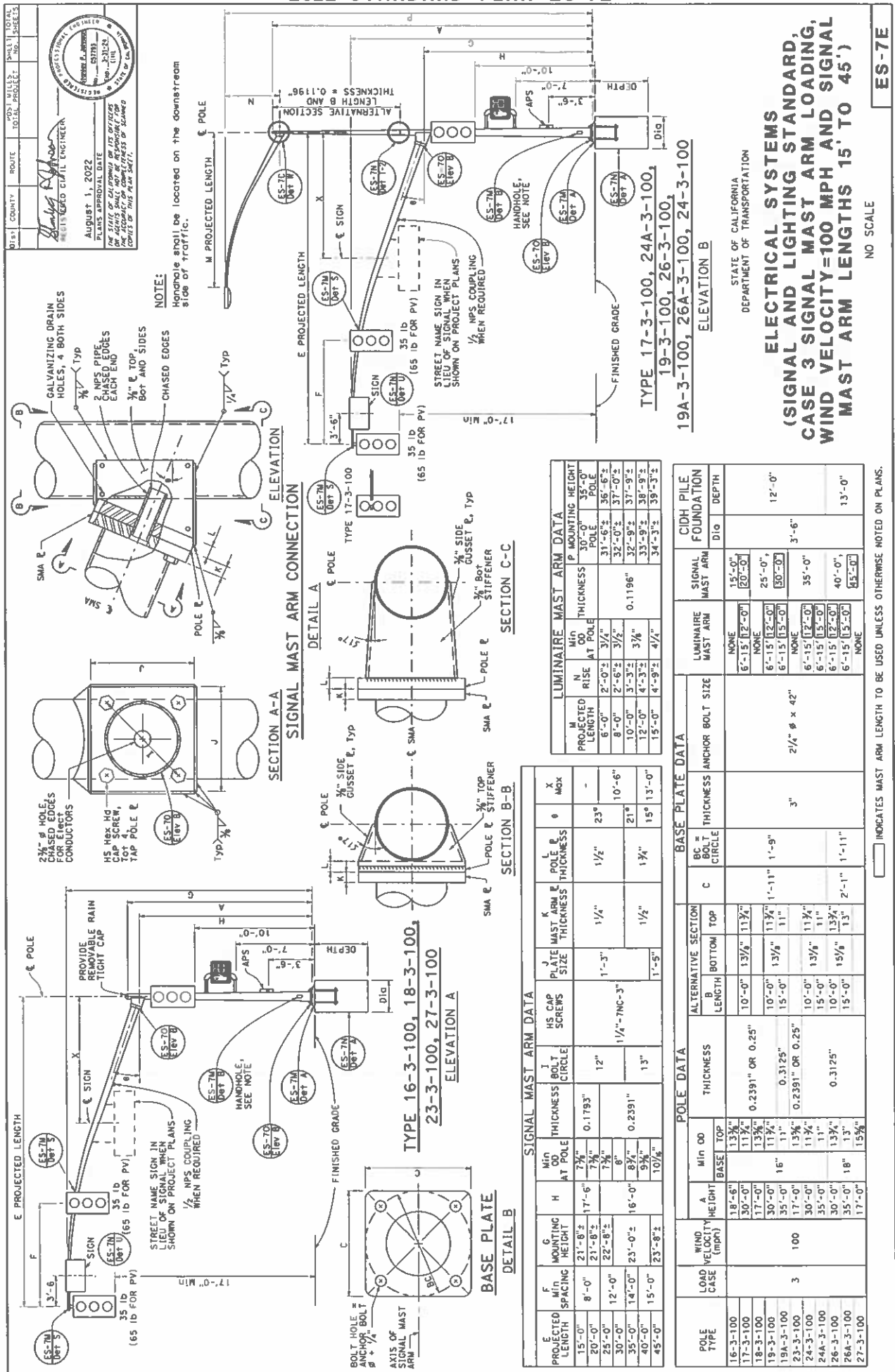
☐ INDICATES MAX ARM LENGTH TO BE USED UNLESS OTHERWISE NOTED ON PLANS.

ES-7D

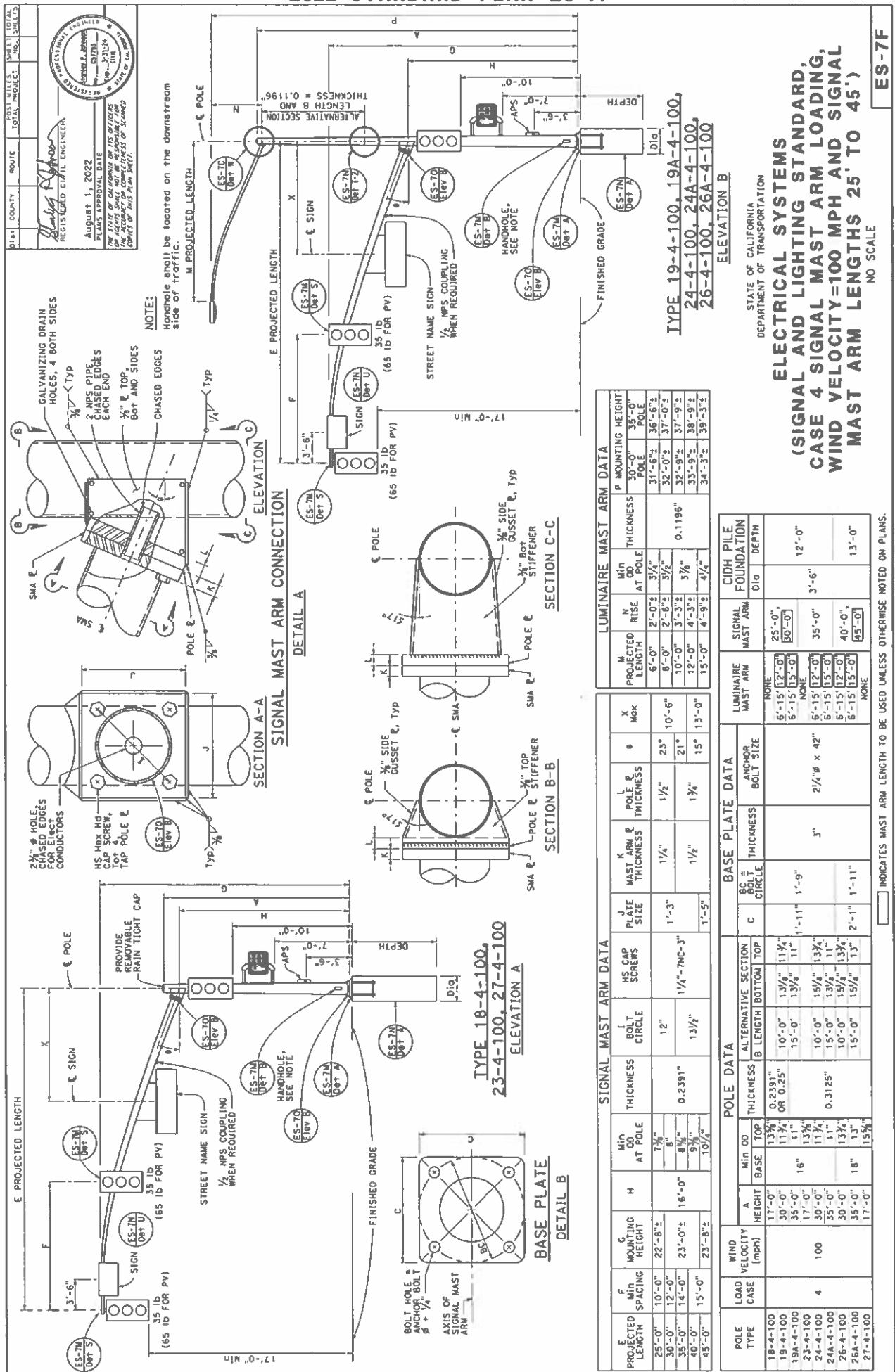
[Return to Table of Contents](#)

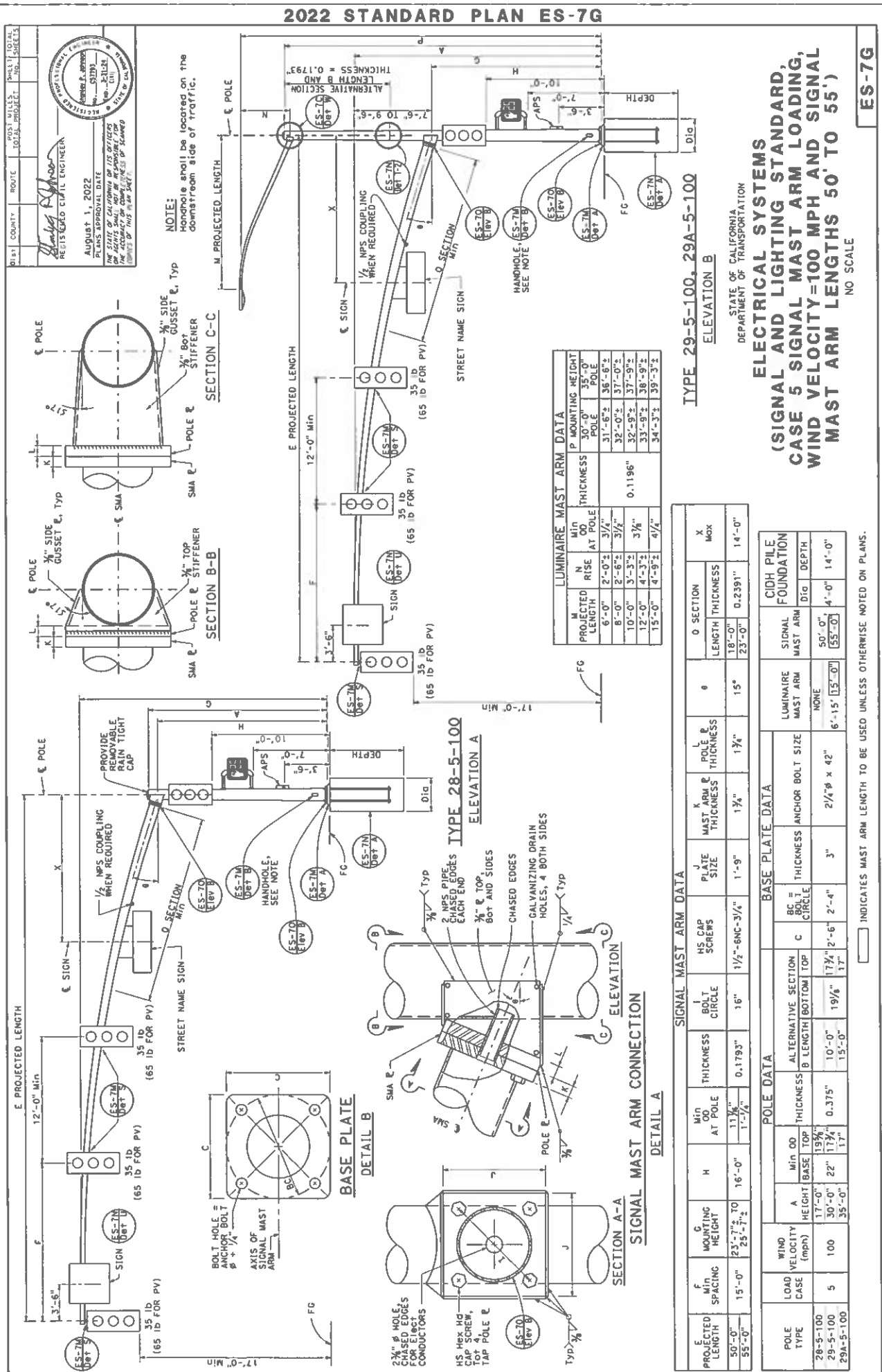


ES-7E

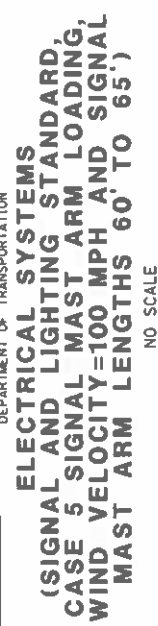


2022 STANDARD PLAN ES-7F





[Return to Table of Contents](#)



LUMINAIRE			MOUNTING		ARM DATA	
PROJECTED LENGTH	N RISE	MIN OD AT POLE	THICKNESS		HEIGHT	
			30°-0"	35°-0"	POLE	
6'-0"	2'-0"	3 1/4"	31'-6"	36'-6"		
8'-0"	2'-6"	3 1/2"	31'-0"	37'-0"		
10'-0"	3'-3"	3 3/8"	32'-9"	37'-9"		
12'-0"	4'-3"	3 7/8"	33'-9"	38'-9"		
15'-0"	4'-9"	4 1/4"	34'-3"	39'-3"		


Pile No.	Pile Type	Signal Mast Arm	CIDH Pile Foundation	
			Dia	Depth
1	Steel Pipe	60'-0"	4'-0"	14'-0"
2	Steel Pipe	65'-0"	4'-6"	15'-0"

SIGNAL MAST ARM CONNECTION										
DETAIL A										
SIGNAL MAST ARM DATA										
E	F	G	H	I	J	K	L	M	N	O
PROJECTED LENGTH	MIN SPACING	MIN MOUNTING HEIGHT	MIN OD AT POLE	THICKNESS	BOLT SIZE	HS. CAP SCREWS	J PLATE SIZE	MAST ARM THICKNESS	POLE R THICKNESS	0 SECTION LENGTH/THICKNESS
60'-0"	15'-0"	23'-3"	16'-0"	1'-1/2"	0.1703"	20"	2'-0"	2"	2"	24'-0" 0.2391"
60'-0"	15'-0"	23'-3"	16'-0"	1'-1/2"	0.2393"	20"	2'-0"	2"	2"	24'-0" 0.3324"

POLE TYPE	LOAD CASE	WIND VELOCITY (mph)	POLE DATA						BASE PLATE DATA			
			A HEIGHT	B MIN OD	C THICKNESS	D ALTERNATIVE SECTION	E B LENGTH	F TOP	G C	H THICKNESS	I ANCHOR BOLT SIZE	J LUMINAIR MASS FACT
60-5-100			17'-0"	22"	19%							NONE
61-5-100			30'-0"	20%		10'-0"	20%			2 1/8" x 42"		6-15 1/2"
61-5-100	5	100	35'-0"	25"	20%	0.375"	22 1/8"	20"	2'-11"	3"		3" x 60"

☐ INDICATES MAX ARM LENGTH TO BE USED UNLESS OTHERWISE NOTED ON PLANS.

2022 STANDARD PLAN ES-7M

State	COUNTY	ROUTE	TOTAL PROJECT	NO. SHEETS
				
<i>Thomas L. Johnson</i> REGISTERED CIVIL ENGINEER				
AUGUST 1, 2022 PLANS APPROVAL DATE				
THE STATE OF MICHIGAN DOES NOT GUARANTEE THE ACCURACY OF THIS PLAN AND THE ENGINEER SHALL BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS.				

IDENTIFICATION NUMBER

1. Attach a stamped metal tag with pole's identification number above the handhole.
1/4" high number, minimum.
2. Attach a stamped metal tag with mast arm's identification number to the bottom of the signal mast arm near the pole plate.
1/4" high number, minimum.

UNIFORM

etal tag with pole's
er above the handhole.
uminum.

etal tag with mast arm's
to the bottom of the
or the pole plate.
uminum.

Load case (Use SL for special load cases)

Design wind velocity (mph)

Signal mast arm length (ft)

Standard plan year

Only for poles or mast arms

Only for poles or mast arms using Standard plan ES-70

Only for poles or mast arms installed signal mast arm length

Only for poles or mast arms using Detail F

26A = 3 = 100 = 45 = 10 = F or F8

SAMPLE IDENTIFICATION NUMBER

NOTES:

1. Provide a hex nut, leveling nut and 2 washers for each bolt.
2. Luminaires arms shall be round, tapered steel tubes, taper of 0.1375" to 0.143-inch per foot with an end section 2 1/2" x 2" for mounting hardware. Extensions of 2 WES Standard pipe and 7' long may be used at the option of the manufacturer. When 7' long standard sodium luminaires are required, the extension shall be 1'-3".
3. Signal arms shall be round, tapered steel tubes, maximum taper 0.143-inch per foot.
4. Handhole reinforcement ring shall be 1/2" x 2" for 0.1195" to 0.2391" thick poles, 3/8" x 2" for 0.3125" to 0.375" thick poles.
5. Handholes shall be located on the downstream side of traffic.
6. Detail F, fatigue resistant weld, is required at socket welded signal arm plate and pole base plate.
7. Cap screws shall be tightened by the turn-of-nut method 1/2 turn from a snug tight condition. No washer will be required.
8. Outside diameter, wall thickness, and corresponding section properties of poles and most arms as shown in the Standard Plans are minimums. Unless otherwise specified, alternative sections shall require approval by the Engineer.
9. Design: ASHTO Standard Specifications for Structural Support for Highway Signs, Luminaires, and Traffic Signals, 6th Edition. Basic Wind Speed = 100 mph (3 seconds gust).

10. Materials (Structural steel):

10. Materials (Structural steel):
 $f_y = 55,000$ psi (tapered steel tube and anchor bolts)
 $f_y = 50,000$ psi (unless otherwise noted)

11. Materials (Reinforced concrete):

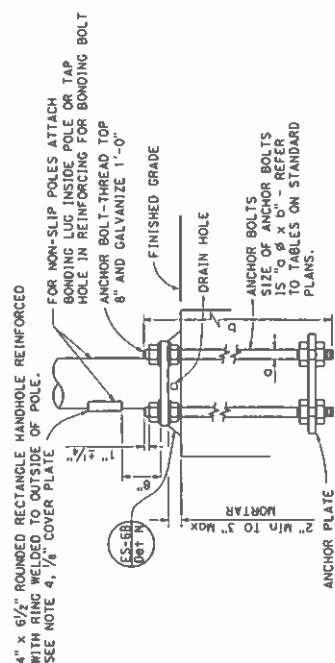
$$f'_c = 3,625 \text{ psi}$$

$$f_y = 60,000 \text{ psi}$$
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

**ELECTRICAL SYSTEMS
(SIGNAL AND LIGHTING STANDARD,
DETAIL No. 1)**

NO SCALE

ES-7M



HANDHOLE AND ANCHORAGE

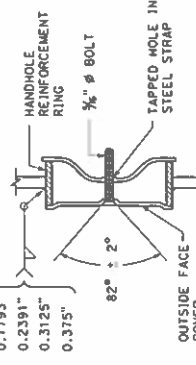
DETAIL A



DETAIL 8-1

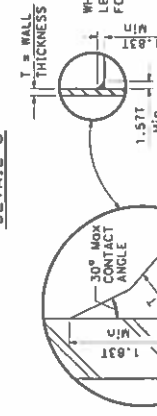
77YH 073M

SIZE	THICKNESS
3/8"	0.1196"
1/4"	0.1793"
3/16"	0.2391"
5/16"	0.3125"



TAMPER RESISTANT HANDHOLE COVER

DETAIL B



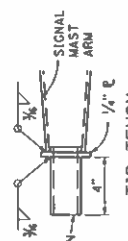
DETAIL F
Fatigue resistant weld
at socket type connection
see Elevation A for inner weld



PIPE TENONS

DETAILS

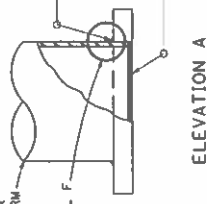
WELD SIZE	WALL THICKNESS
1/8"	1/8"
3/16"	3/16"
1/4"	1/4"
5/16"	5/16"
3/8"	3/8"
1/2"	1/2"
5/8"	5/8"
3/4"	3/4"
7/8"	7/8"
1"	1"
1 1/8"	1 1/8"
1 1/4"	1 1/4"
1 3/8"	1 3/8"
1 1/2"	1 1/2"
1 5/8"	1 5/8"
1 3/4"	1 3/4"
1 7/8"	1 7/8"
2"	2"
2 1/8"	2 1/8"
2 1/4"	2 1/4"
2 3/8"	2 3/8"
2 1/2"	2 1/2"
2 5/8"	2 5/8"
2 3/4"	2 3/4"
2 7/8"	2 7/8"
3"	3"
3 1/8"	3 1/8"
3 1/4"	3 1/4"
3 3/8"	3 3/8"
3 1/2"	3 1/2"
3 5/8"	3 5/8"
3 3/4"	3 3/4"
3 7/8"	3 7/8"
4"	4"
4 1/8"	4 1/8"
4 1/4"	4 1/4"
4 3/8"	4 3/8"
4 1/2"	4 1/2"
4 5/8"	4 5/8"
4 3/4"	4 3/4"
4 7/8"	4 7/8"
5"	5"
5 1/8"	5 1/8"
5 1/4"	5 1/4"
5 3/8"	5 3/8"
5 1/2"	5 1/2"
5 5/8"	5 5/8"
5 3/4"	5 3/4"
5 7/8"	5 7/8"
6"	6"
6 1/8"	6 1/8"
6 1/4"	6 1/4"
6 3/8"	6 3/8"
6 1/2"	6 1/2"
6 5/8"	6 5/8"
6 3/4"	6 3/4"
6 7/8"	6 7/8"
7"	7"
7 1/8"	7 1/8"
7 1/4"	7 1/4"
7 3/8"	7 3/8"
7 1/2"	7 1/2"
7 5/8"	7 5/8"
7 3/4"	7 3/4"
7 7/8"	7 7/8"
8"	8"
8 1/8"	8 1/8"
8 1/4"	8 1/4"
8 3/8"	8 3/8"
8 1/2"	8 1/2"
8 5/8"	8 5/8"
8 3/4"	8 3/4"
8 7/8"	8 7/8"
9"	9"
9 1/8"	9 1/8"
9 1/4"	9 1/4"
9 3/8"	9 3/8"
9 1/2"	9 1/2"
9 5/8"	9 5/8"
9 3/4"	9 3/4"
9 7/8"	9 7/8"
10"	10"
10 1/8"	10 1/8"
10 1/4"	10 1/4"
10 3/8"	10 3/8"
10 1/2"	10 1/2"
10 5/8"	10 5/8"
10 3/4"	10 3/4"
10 7/8"	10 7/8"
11"	11"
11 1/8"	11 1/8"
11 1/4"	11 1/4"
11 3/8"	11 3/8"
11 1/2"	11 1/2"
11 5/8"	11 5/8"
11 3/4"	11 3/4"
11 7/8"	11 7/8"
12"	12"
12 1/8"	12 1/8"
12 1/4"	12 1/4"
12 3/8"	12 3/8"
12 1/2"	12 1/2"
12 5/8"	12 5/8"
12 3/4"	12 3/4"
12 7/8"	12 7/8"
13"	13"
13 1/8"	13 1/8"
13 1/4"	13 1/4"
13 3/8"	13 3/8"
13 1/2"	13 1/2"
13 5/8"	13 5/8"
13 3/4"	13 3/4"
13 7/8"	13 7/8"
14"	14"
14 1/8"	14 1/8"
14 1/4"	14 1/4"
14 3/8"	14 3/8"
14 1/2"	14 1/2"
14 5/8"	14 5/8"
14 3/4"	14 3/4"
14 7/8"	14 7/8"
15"	15"
15 1/8"	15 1/8"
15 1/4"	15 1/4"
15 3/8"	15 3/8"
15 1/2"	15 1/2"
15 5/8"	15 5/8"
15 3/4"	15 3/4"
15 7/8"	15 7/8"
16"	16"
16 1/8"	16 1/8"
16 1/4"	16 1/4"
16 3/8"	16 3/8"
16 1/2"	16 1/2"
16 5/8"	16 5/8"
16 3/4"	16 3/4"
16 7/8"	16 7/8"
17"	17"
17 1/8"	17 1/8"
17 1/4"	17 1/4"
17 3/8"	17 3/8"
17 1/2"	17 1/2"
17 5/8"	17 5/8"
17 3/4"	17 3/4"
17 7/8"	17 7/8"
18"	18"
18 1/8"	18 1/8"
18 1/4"	18 1/4"
18 3/8"	18 3/8"
18 1/2"	18 1/2"
18 5/8"	18 5/8"
18 3/4"	18 3/4"
18 7/8"	18 7/8"
19"	19"
19 1/8"	19 1/8"
19 1/4"	19 1/4"
19 3/8"	19 3/8"
19 1/2"	19 1/2"
19 5/8"	19 5/8"
19 3/4"	19 3/4"
19 7/8"	19 7/8"
20"	20"
20 1/8"	20 1/8"
20 1/4"	20 1/4"
20 3/8"	20 3/8"
20 1/2"	20 1/2"
20 5/8"	20 5/8"
20 3/4"	20 3/4"
20 7/8"	20 7/8"
21"	21"
21 1/8"	21 1/8"
21 1/4"	21 1/4"
21 3/8"	21 3/8"
21 1/2"	21 1/2"
21 5/8"	21 5/8"
21 3/4"	21 3/4"
21 7/8"	21 7/8"
22"	22"
22 1/8"	22 1/8"
22 1/4"	22 1/4"
22 3/8"	22 3/8"
22 1/2"	22 1/2"
22 5/8"	22 5/8"
22 3/4"	22 3/4"
22 7/8"	22 7/8"
23"	23"
23 1/8"	23 1/8"
23 1/4"	23 1/4"
23 3/8"	23 3/8"
23 1/2"	23 1/2"
23 5/8"	23 5/8"
23 3/4"	23 3/4"
23 7/8"	23 7/8"
24"	24"
24 1/8"	24 1/8"
24 1/4"	24 1/4"
24 3/8"	24 3/8"
24 1/2"	24 1/2"
24 5/8"	24 5/8"
24 3/4"	24 3/4"
24 7/8"	24 7/8"
25"	25"
25 1/8"	25 1/8"
25 1/4"	25 1/4"
25 3/8"	25 3/8"
25 1/2"	25 1/2"
25 5/8"	25 5/8"
25 3/4"	25 3/4"
25 7/8"	25 7/8"
26"	26"
26 1/8"	26 1/8"
26 1/4"	26 1/4"
26 3/8"	26 3/8"
26 1/2"	26 1/2"
26 5/8"	26 5/8"
26 3/4"	26 3/4"
26 7/8"	26 7/8"
27"	27"
27 1/8"	27 1/8"
27 1/4"	27 1/4"
27 3/8"	27 3/8"
27 1/2"	27 1/2"
27 5/8"	27 5/8"
27 3/4"	27 3/4"
27 7/8"	27 7/8"
28"	28"
28 1/8"	28 1/8"
28 1/4"	28 1/4"
28 3/8"	28 3/8"
28 1/2"	28 1/2"
28 5/8"	28 5/8"
28 3/4"	28 3/4"
28 7/8"	28 7/8"
29"	29"
29 1/8"	29 1/8"
29 1/4"	29 1/4"
29 3/8"	29 3/8"
29 1/2"	29 1/2"
29 5/8"	29 5/8"
29 3/4"	29 3/4"
29 7/8"	29 7/8"
30"	30"
30 1/8"	30 1/8"
30 1/4"	30 1/4"
30 3/8"	30 3/8"
30 1/2"	30 1/2"
30 5/8"	30 5/8"
30 3/4"	30 3/4"
30 7/8"	30 7/8"
31"	31"
31 1/8"	31 1/8"
31 1/4"	31 1/4"
31 3/8"	31 3/8"
31 1/2"	31 1/2"
31 5/8"	31 5/8"
31 3/4"	31 3/4"
31 7/8"	31 7/8"
32"	32"
32 1/8"	32 1/8"
32 1/4"	32 1/4"
32 3/8"	32 3/8"
32 1/2"	32 1/2"
32 5/8"	32 5/8"
32 3/4"	32 3/4"
32 7/8"	32 7/8"
33"	33"
33 1/8"	33 1/8"
33 1/4"	33 1/4"
33 3/8"	33 3/8"
33 1/2"	33 1/2"
33 5/8"	33 5/8"
33 3/4"	33 3/4"
33 7/8"	33 7/8"
34"	34"
34 1/8"	34 1/8"
34 1/4"	34 1/4"
34 3/8"	34 3/8"
34 1/2"	34 1/2"
34 5/8"	34 5/8"
34 3/4"	34 3/4"
34 7/8"	34 7/8"
35"	35"
35 1/8"	35 1/8"
35 1/4"	35 1/4"
35 3/8"	35 3/8"
35 1/2"	35 1/2"
35 5/8"	35 5/8"
35 3/4"	35 3/4"
35 7/8"	35 7/8"
36"	36"
36 1/8"	36 1/8"
36 1/4"	36 1/4"
36 3/8"	36 3/8"
36 1/2"	36 1/2"
36 5/8"	36 5/8"
36 3/4"	36 3/4"
36 7/8"	36 7/8"
37"	37"
37 1/8"	37 1/8"
37 1/4"	37 1/4"
37 3/8"	37 3/8"
37 1/2"	37 1/2"
37 5/8"	37 5/8"
37 3/4"	37 3/4"
37 7/8"	37 7/8"
38"	38"
38 1/8"	38 1/8"
38 1/4"	38 1/4"
38 3/8"	38 3/8"
38 1/2"	38 1/2"
38 5/8"	38 5/8"
38 3/4"	38 3/4"
38 7/8"	38 7/8"
39"	39"
39 1/8"	39 1/8"
39 1/4"	39 1/4"
39 3/8"	39 3/8"
39 1/2"	39 1/2"
39 5/8"	39 5/8"
39 3/4"	39 3/4"
39 7/8"	39 7/8"
40"	40"
40 1/8"	40 1/8"
40 1/4"	40 1/4"
40 3/8"	40 3/8"
40 1/2"	40 1/2"
40 5/8"	40 5/8"
40 3/4"	40 3/4"
40 7/8"	40 7/8"
41"	41"
41 1/8"	41 1/8"
41 1/4"	41 1/4"
41 3/8"	41 3/8"
41 1/2"	41 1/2"
41 5/8"	41 5/8"
41 3/4"	41 3/4"
41 7/8"	41 7/8"
42"	42"
42 1/8"	42 1/8"
42 1/4"	42 1/4"
42 3/8"	42 3/8"
42 1/2"	42 1/2"
42 5/8"	42 5/8"
42 3/4"	42 3/4"
42 7/8"	42 7/8"
43"	43"
43 1/8"	43 1/8"
43 1/4"	43 1/4"
43 3/8"	43 3/8"
43 1/2"	43 1/2"
43 5/8"	43 5/8"
43 3/4"	43 3/4"
43 7/8"	43 7/8"
44"	44"
44 1/8"	44 1/8"
44 1/4"	44 1/4"
44 3/8"	44 3/8"
44 1/2"	44 1/2"
44 5/8"	44 5/8"
44 3/4"	44 3/4"
44 7/8"	44 7/8"
45"	45"
45 1/8"	45 1/8"
45 1/4"	45 1/4"
45 3/8"	45 3/8"
45 1/2"	45 1/2"
45 5/8"	45 5/8"
45 3/4"	45 3/4"
45 7/8"	45 7/8"
46"	46"
46 1/8"	46 1/8"
46 1/4"	46 1/4"
46 3/8"	46 3/8"
46 1/2"	46 1/2"
46 5/8"	46 5/8"
46 3/4"	46 3/4"
46 7/8"	46 7/8"
47"	47"
47 1/8"	47 1/8"
47 1/4"	47 1/4"
47 3/8"	47 3/8"
47 1/2"	47 1/2"
47 5/8"	47 5/8"
47 3/4"	47 3/4"
47 7/8"	47 7/8"
48"	48"
48 1/8"	48 1/8"
48 1/4"	48 1/4"
48 3/8"	48 3/8"
48 1/2"	48 1/2"
48 5/8"	48 5/8"
48 3/4"	48 3/4"
48 7/8"	48 7/8"
49"	49"
49 1/8"	49 1/8"
49 1/4"	49 1/4"
49 3/8"	49 3/8"
49 1/2"	49 1/2"
49 5/8"	49 5/8"
49 3/4"	49 3/4"
49 7/8"	49 7/8"
50"	50"
50 1/8"	50 1/8"
50 1/4"	50 1/4"
50 3/8"	50 3/8"
50 1/2"	50 1/2"
50 5/8"	50 5/8"
50 3/4"	50 3/4"
50 7/8"	50 7/8"
51"	51"
51 1/8"	51 1/8"
51 1/4"	51 1/4"
51 3/8"	51 3/8"
51 1/2"	51 1/2"
51 5/8"	51 5/8"
51 3/4"	51 3/4"
51 7/8"	51 7/8"
52"	52"
52 1/8"	52 1/8"
52 1/4"	52 1/4"
52 3/8"	52 3/8"
52 1/2"	52 1/2"
52 5/8"	52 5/8"
52 3/4"	52 3/4"
52 7/8"	52 7/8"
53"	53"
53 1/8"	53 1/8"
53 1/4"	53 1/4"
53 3/8"	53 3/8"
53 1/2"	53 1/2"
53 5/8"	53 5/8"
53 3/4"	53 3/4"
53 7/8"	53 7/8"
54"	54"
54 1/8"	54 1/8"
54 1/4"	54 1/4"
54 3/8"	54 3/8"
54 1/2"	54 1/2"
54 5/8"	54 5/8"
54 3/4"	54 3/4"
54 7/8"	54 7/8"
55"	55"
55 1/8"	55 1/8"
55 1/4"	55 1/4"
55 3/8"	55 3/8"
55 1/2"	55 1/2"
55 5/8"	55 5/8"
55 3/4"	55 3/4"
55 7/8"	55 7/8"
56"	56"
56 1/8"	56 1/8"
56 1/4"	56 1/4"
56 3/8"	56 3/8"
56 1/2"	56 1/2"
56 5/8"	56 5/8"
56 3/4"	56 3/4"
56 7/8"	56 7/8"
57"	57"
57 1/8"	57 1/8"
57 1/4"	57 1/4"
57 3/8"	57 3/8"
57 1/2"	57 1/2"
57 5/8"	57 5/8"
57 3/4"	57 3/4"
57 7/8"	57 7/8"
58"	58"
58 1/8"	58 1/8"
58 1/4"	58 1/4"
58 3/8"	58 3/8"
58 1/2"	58 1/2"
58 5/8"	58 5/8"
58 3/4"	58 3/4"
58 7/8"	58 7/8"
59"	59"
59 1/8"	59 1/8"
59 1/4"	59 1/4"
59 3/8"	59 3/8"
59 1/2"	59 1/2"
59 5/8"	59 5/8"
59 3/4"	59 3/4"
59 7/8"	59 7/8"
60"	60"
60 1/8"	60 1/8"
60 1/4"	60 1/4"
60 3/8"	60 3/8"
60 1/2"	60 1/2"
60 5/8"	60 5/8"
60 3/4"	60 3/4"
60 7/8"	60 7/8"
61"	61"
61 1/8"	61 1/8"
61 1/4"	61 1/4"
61 3/8"	61 3/8"
61 1/2"	61 1/2"
61 5/8"	61 5/8"
61 3/4"	61 3/4"
61 7/8"	61 7/8"
62"	62"
62 1/8"	62 1/8"
62 1/4"	62 1/4"
62 3/8"	62 3/8"
62 1/2"	62 1/2"



TIP TENON

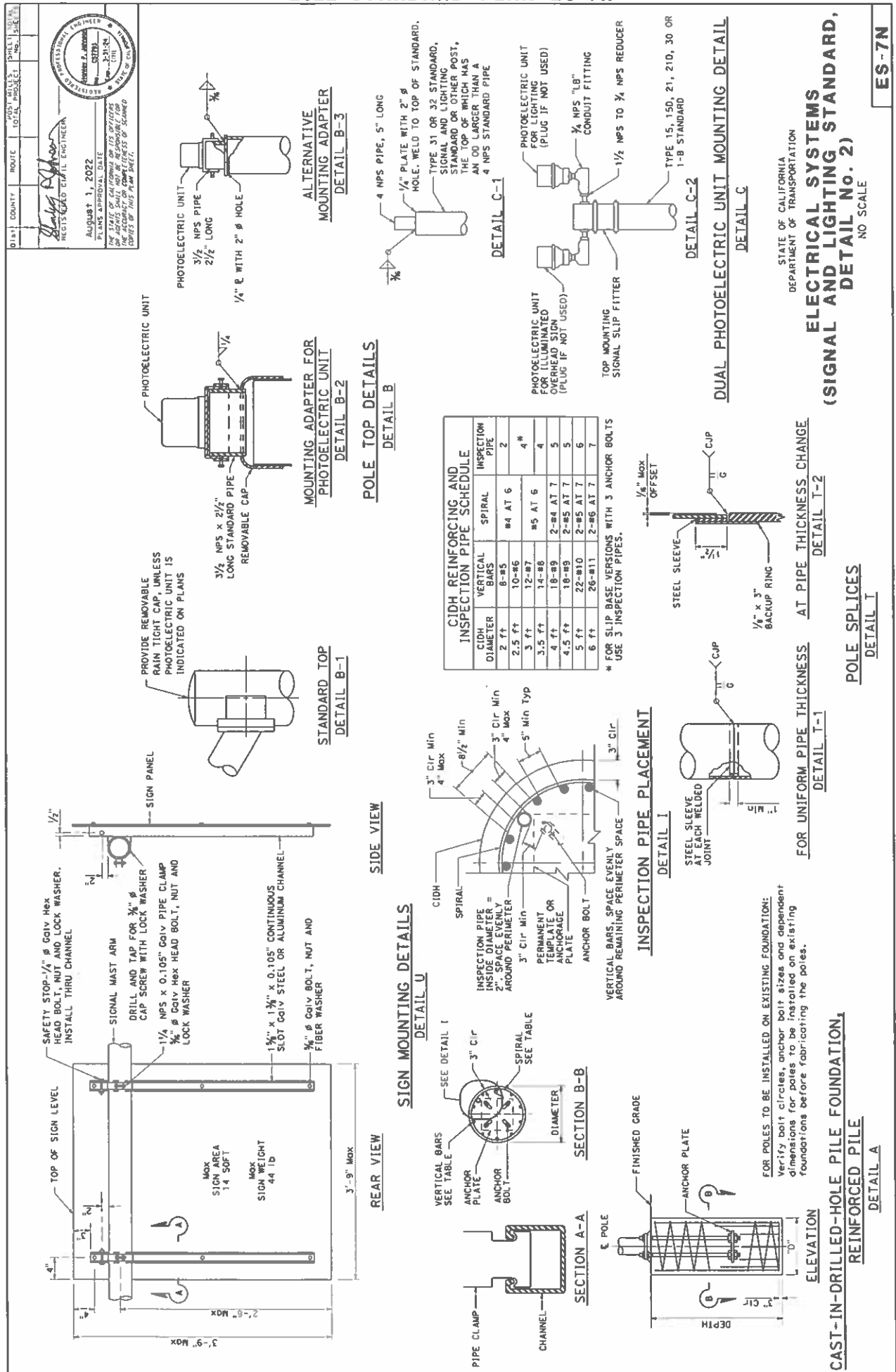
DETAIL II
This detail supersedes
Detail S when so designated

TIP TENON
DETAIL TS

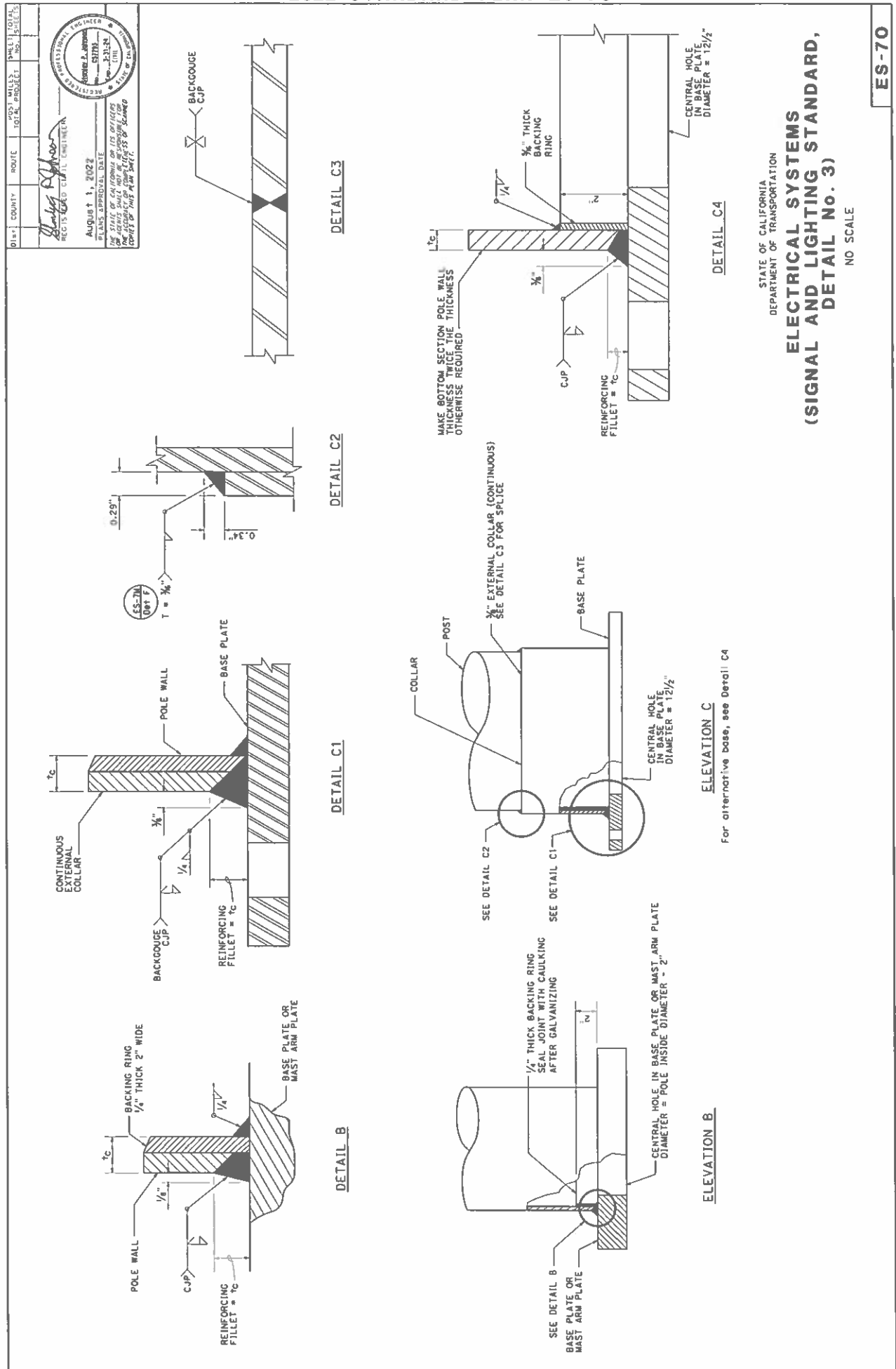
WEL
SIZEELEVATION A

[Return to Table of Contents](#)

2022 STANDARD PLAN ES-7N



2022 STANDARD PLAN ES-70



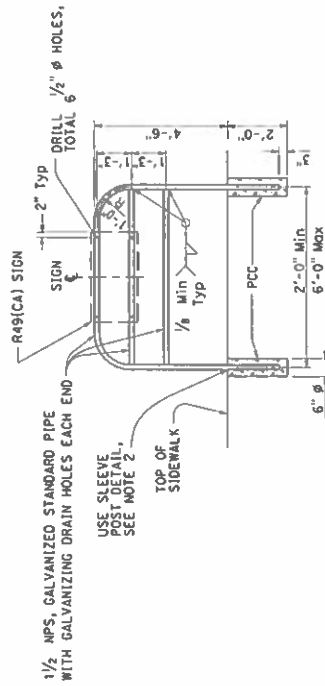
S. 14. 12

Return to Table of Contents

2022 STANDARD PLAN ES-7Q

SHEET	COUNTY	ROUTE	POST MILES	TOTAL SHEETS
1				

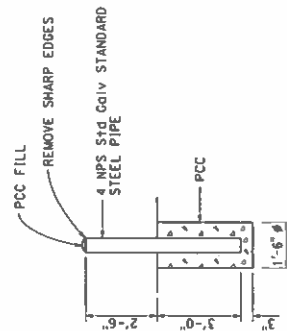
August 1, 2022 PLANS APPROVAL DATE THE STATE OF CALIFORNIA AND ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF THE CONTENTS OF THIS PLAN SHEET.	



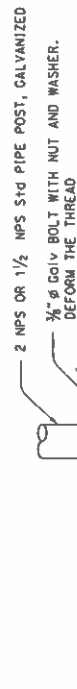
TYPE I
DETAIL C

NOTES:

1. Pipe post to be set 1'-6" back from face of curb unless otherwise specified.
2. Where barricade posts are installed in existing concrete sidewalk, the post may be anchored to the sidewalk as shown in the "Post Anchorage Detail." Bolt circle diameter shall be 4" minimum for Type I barricade and 5" minimum for Type II barricade.
3. Steel sleeve shall be constructed with an inside diameter 1/8" larger than the post's outside diameter. Wall thickness of sleeve shall be same as post or larger.
4. Alternative details may be submitted for approval by the Engineer.

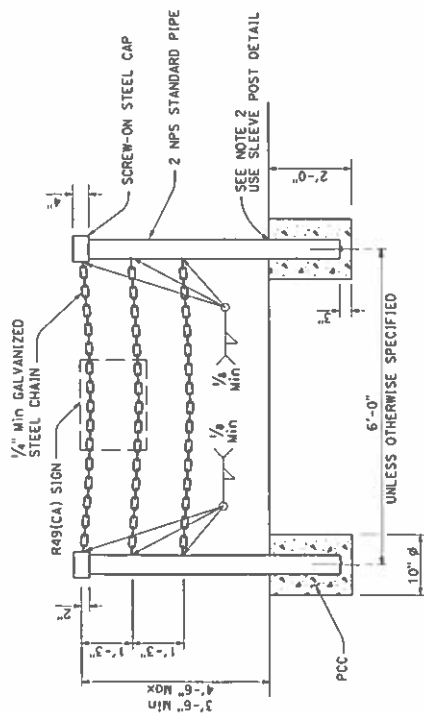


GUARD POST
DETAIL B

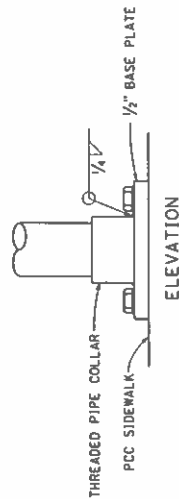


SLEEVE POST DETAIL
Use unless otherwise specified or shown on plans

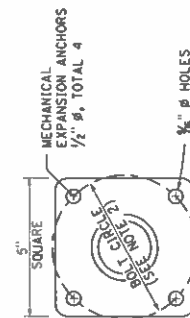
DETAIL E



TYPE II
DETAIL A



ELEVATION



PLAN

POST ANCHORAGE DETAIL

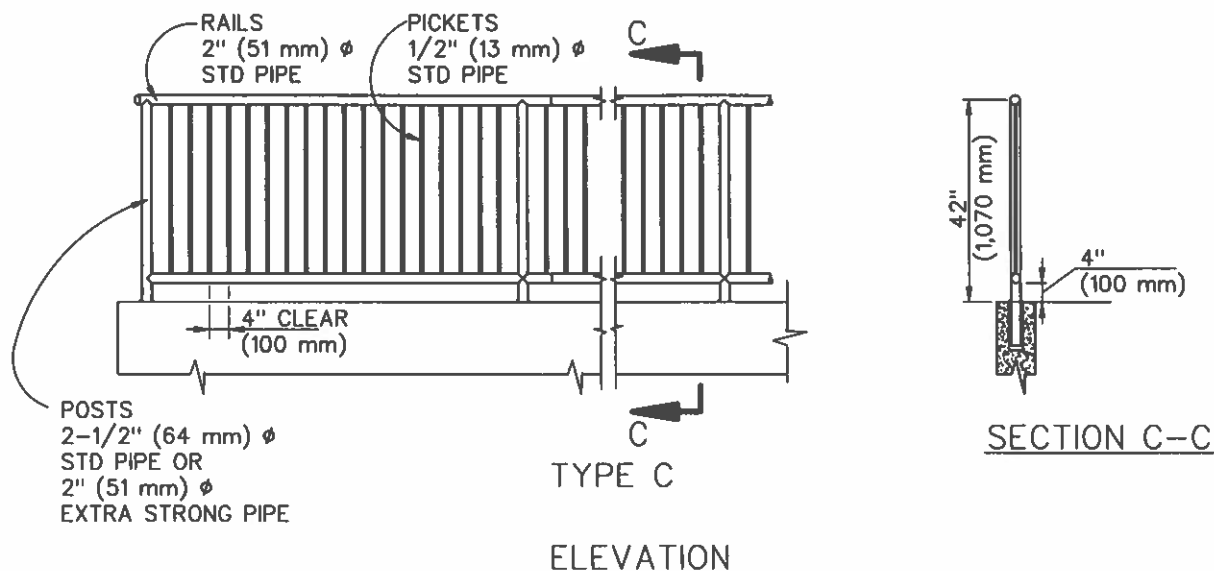
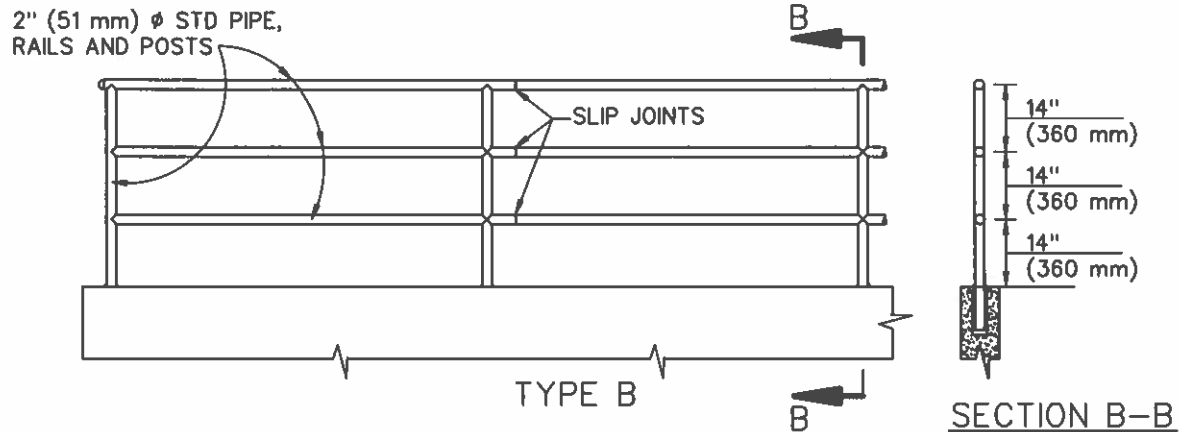
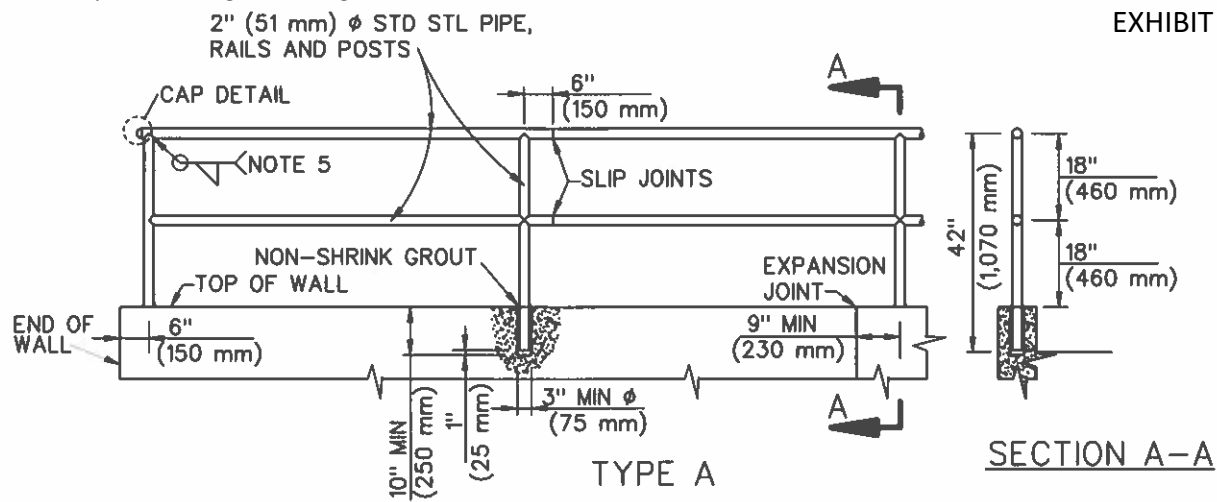
DETAIL D

ES-7Q

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**ELECTRICAL SYSTEMS
(PEDESTRIAN BARRICADES)**

NO SCALE

Return to Table of Contents



SEE CALIFORNIA BUILDING CODE
FOR HANDRAIL AND OTHER REQUIREMENTS
FOR HANDICAPPED ACCESSIBLE RAMPS OTHER
THAN CURB RAMPS

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

PROMULGATED BY THE
PUBLIC WORKS STANDARDS INC.
GREENBOOK COMMITTEE
1993
REV. 1996, 2006, 2009, 2013, 2021

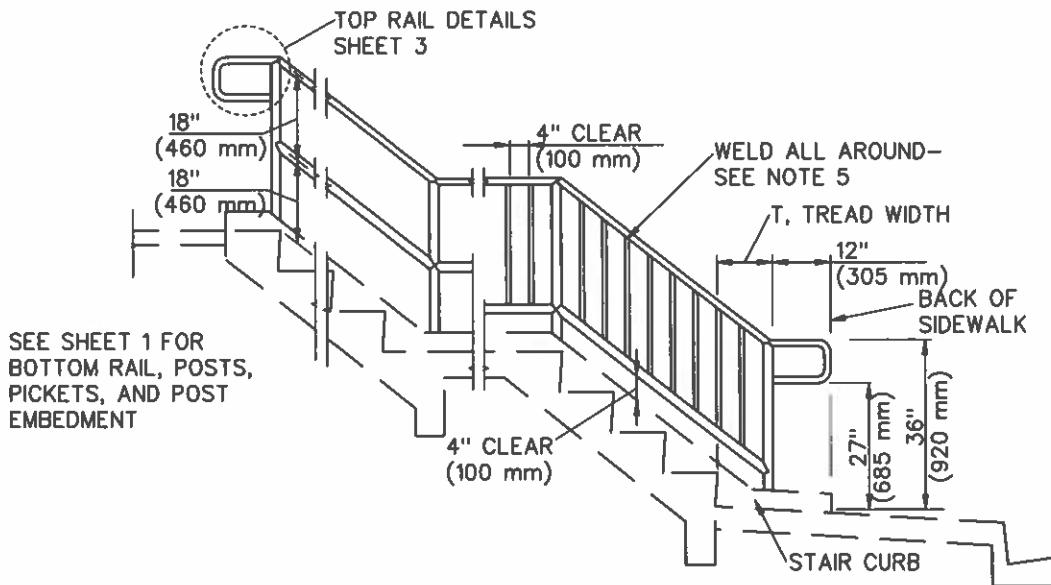
METAL HAND RAILINGS

USE WITH STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

STANDARD PLAN

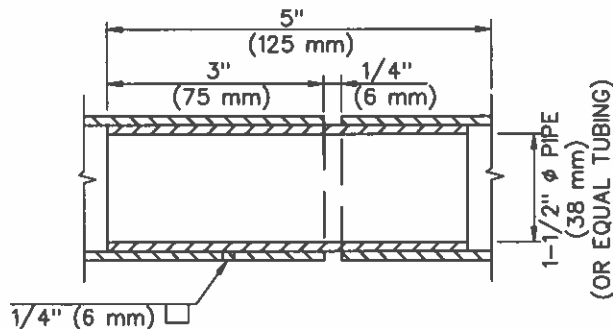
606-5

SHEET 1 OF 3

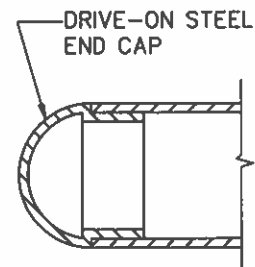


TYPE A TYPE C

HANDRAIL INSTALLATION ON STAIRWAYS



SLIP JOINT DETAIL



CAP DETAIL FOR RAIL END

NOTES:

1. USE TYPE C WHERE ADJACENT GRADE IS MORE THAN 2'-6" (760 mm) BELOW LANDING OR SIDEWALK FINISHED SURFACE.
2. RAILS, POSTS, AND PICKETS SHALL BE GALVANIZED STEEL PIPE.
3. PROVIDE SLIP JOINTS AT STAIRWAY EXPANSION JOINTS, 24' (7.3 m) MAXIMUM.
4. MAXIMUM SPACING OF POSTS SHALL BE 8'-0" (2.44 m) ON STRAIGHT ALIGNMENTS, AND 6'-0" (1.83 m) ON CURVED ALIGNMENTS WITH LESS THAN 30' (9.1 m) RADIUS. MAKE SPACING UNIFORM BETWEEN CHANGES IN ALIGNMENT.
5. WELDS SHALL BE SLOT OR FILLET WELDS EQUAL TO THICKNESS OF PIPE. WELD ALL JOINTS ALL AROUND.

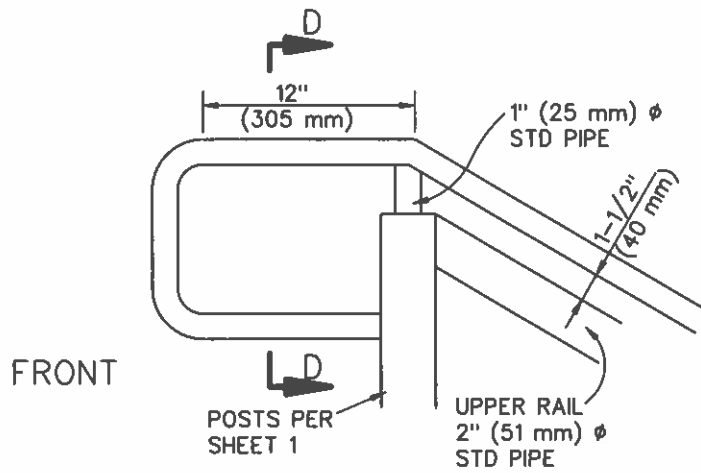
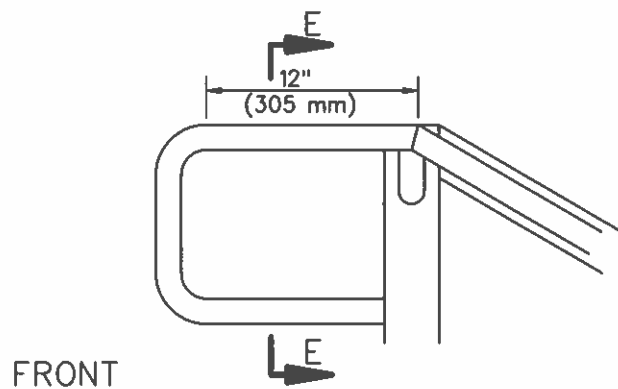
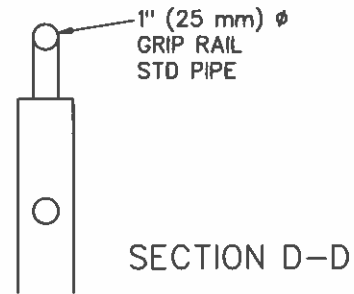
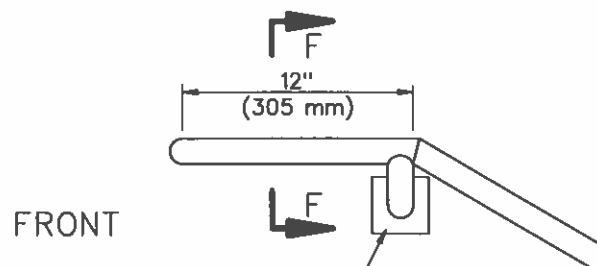
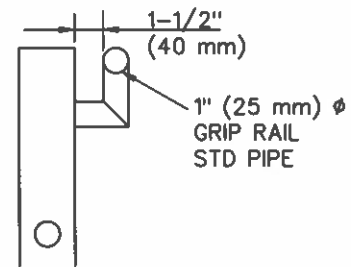
STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

METAL HAND RAILINGS

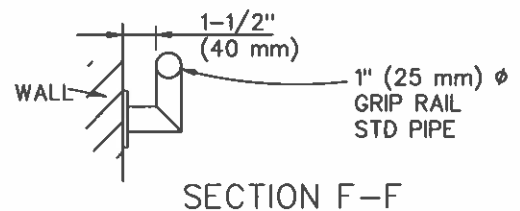
STANDARD PLAN

606-5

SHEET 2 OF 3

TOP RAIL TYPE 1TOP RAIL TYPE 2

BRACKET SPACING 8'-0" (2.44 m)
OR AS SHOWN ON PLANS.
MOUNT TOP BRACKET ABOVE
TOP STAIR NOSE.

WALL-MOUNTED HANDRAIL

STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION

METAL HAND RAILINGS

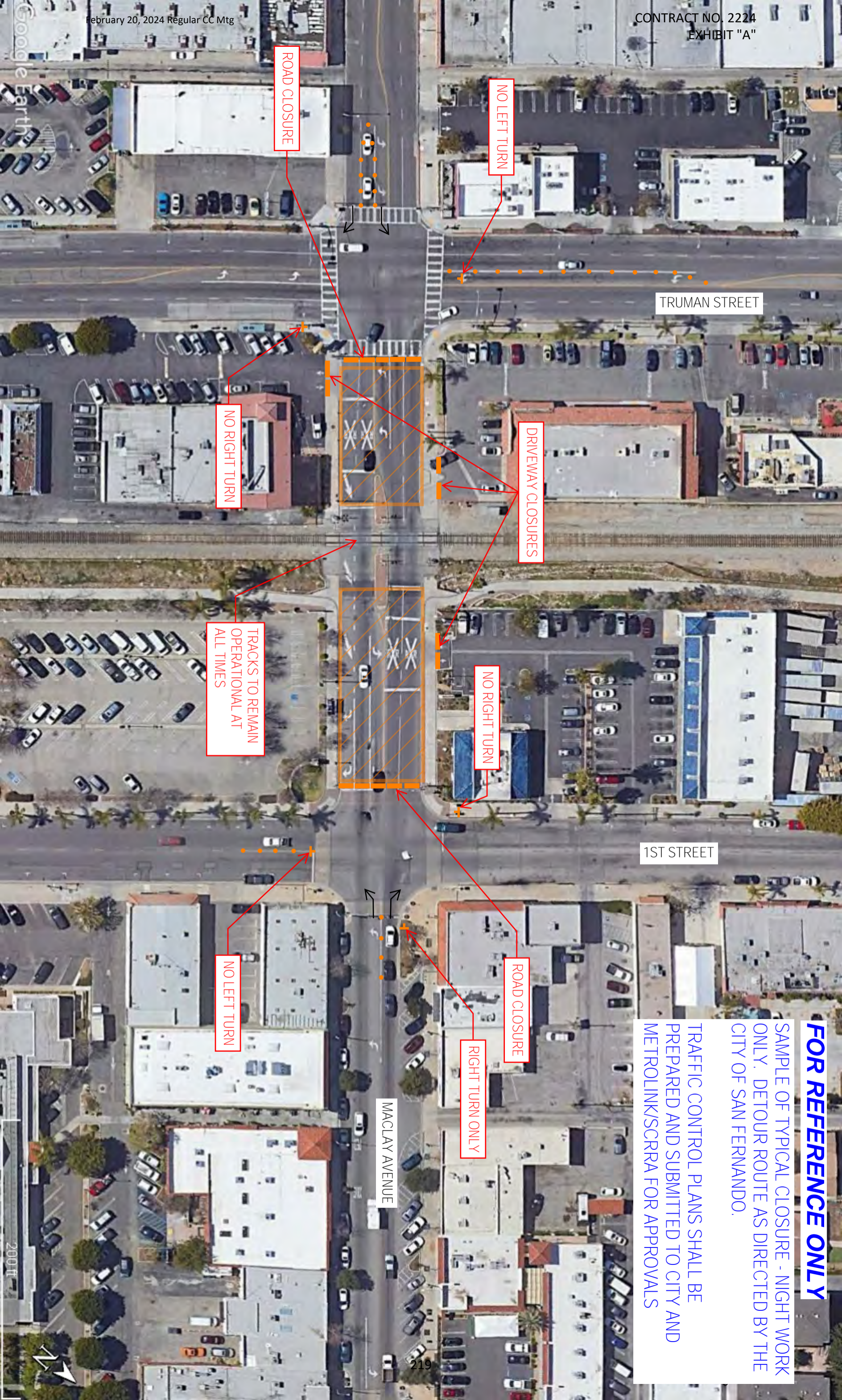
STANDARD PLAN

606-5

SHEET 3 OF 3

APPENDIX 4

SAMPLE STREET CLOSURE AT RAILROAD TRACKS



TRUMAN STREET

DRIVEWAY CLOSURES

NO LEFT TURN

ROAD CLOSURE

NO RIGHT TURN

TRACKS TO REMAIN
OPERATIONAL AT
ALL TIMES

NO RIGHT TURN

1ST STREET

ROAD CLOSURE

RIGHT TURN ONLY

NO LEFT TURN

MACLAY AVENUE

FOR REFERENCE ONLY

SAMPLE OF TYPICAL CLOSURE - NIGHT WORK ONLY. DETOUR ROUTE AS DIRECTED BY THE CITY OF SAN FERNANDO.

TRAFFIC CONTROL PLANS SHALL BE PREPARED AND SUBMITTED TO CITY AND METROLINK/SCRRA FOR APPROVALS

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:

**TRAFFIC SIGNAL MODIFICATIONS – 9 LOCATIONS
HIGHWAY SAFETY IMPROVEMENT PROJECT
Federal Project No. HSIPL-5202(019)
Job No. 7598, Plan No. P-722**

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 **FIFTY (50)** 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.

12/12/2023

Dated

Alfaro Communications Construction Inc

Bidder

Signature

Hugo Alfaro

Name (Print/Type)

President

Title

BID SCHEDULE

**TRAFFIC SIGNAL MODIFICATIONS – 9 LOCATIONS
HIGHWAY SAFETY IMPROVEMENT PROJECT
Federal Project No. HSIPL-5202(019)
Job No. 7598, Plan No. P-722**

BID SCHEDULE

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
1	Remove and Construct Curb Ramp per Caltrans Std. Plan No. A88A, Case as Noted on Plans	EA	17	\$10,687.91	\$ 181,694.47
2	Furnish and Install Detectable Warning Surface (Truncated Domes) on Existing Curb Ramps at Intersections	EA	10	\$ 585.00	\$ 5,850.00
3	Furnish and Install Detectable Warning Surface (Truncated Domes) on Existing Sidewalk at Railroad Crossings per SCCRA	EA	12	\$ 585.00	\$ 7,020.00
4	Construct Metal Handrail per SPPWC Std Plan 606-5, Type B	LF	12	\$ 325.00	\$ 3,900.00
5	Traffic Signal Modification Hubbard Street at San Fernando Road	LS	1	\$ 25,365.60	\$ 25,365.60
6	Traffic Signal Modification Hubbard Street at Truman Street	LS	1	\$ 22,695.40	\$ 22,695.40
7	Traffic Signal Modification Hubbard Street at First Street	LS	1	\$ 46,105.80	\$ 46,105.80
8	Traffic Signal Modification Maclay Avenue at San Fernando Road	LS	1	\$ 169,999.14	\$ 169,999.14
9	Traffic Signal Modification Maclay Avenue at Truman Street	LS	1	\$ 265,396.78	\$ 265,396.78
10	Traffic Signal Modification Maclay Avenue at First Street	LS	1	\$ 141,086.03	\$ 141,086.03
11	Traffic Signal Modification Brand Boulevard at San Fernando Road	LS	1	\$ 60,348.60	\$ 60,348.60
12	Traffic Signal Modification Brand Boulevard at Truman Street	LS	1	\$ 36,071.10	\$ 36,071.10
13	Traffic Signal Modification Wolfskill Street at Truman Street	LS	1	\$ 135,677.79	\$ 135,677.79
14	Signing and Striping	LS	1	\$128,218.80	\$128,218.80
BID SCHEDULE TOTAL					\$1,229,429.51

TOTAL BASE BID IN NUMBERS

One Million, Two Hundred Twenty-Nine Thousand, Four Hundred Twenty-Nine Dollars and Fifty-One Cents

The Contract shall then be awarded to the lowest qualified bidder based on the Total Bid (including Additive Bid Item). However, the City reserves the right to remove any and/or all of the Bid Items at the time of the City's issuance of its Notice to Proceed and no bid price adjustments will be allowed. Said Notice to Proceed shall determine/specify which of the Bid Items, if any, shall be remain as part of this contract.

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, 2, & 3

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.

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:
 that we, Alfaro Communications Construction, Inc. as Principal,
 and United States Fire Insurance Company as Surety,
 are held and firmly bound unto the City of San Fernando in the sum of Ten percent of the total bid amount (\$ 10% of Total Bid)
 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 Alfaro Communications Construction, Inc.
 to construct TRAFFIC SIGNAL MODIFICATIONS-9 LOCATIONS HIGHWAY SAFETY IMPROVEMENT PROJECT; Federal Proj #HSIPL-5202 (019)
 (insert names of streets and limits to be improved) dated December 13, 2023 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 Alfaro Communications Construction, 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 5th day of
December, 2023.

Principal Alfaro Communications Construction, Inc.Surety United States Fire Insurance CompanyBy By Its v-PresidentIts Irene Luong, Attorney-in-FactBy 

By _____

Its _____

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:

United States Fire Insurance Company
305 Madison Ave.
Morristown, NJ 07960

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

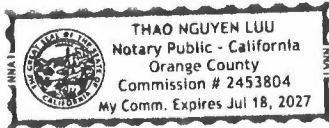
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of Orange

On DEC 05 2023 before me, Thao Nguyen Luu, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Irene Luong
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature [Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another 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: _____

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

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

Signer is Representing: _____

Signer's Name: _____

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

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

Signer is Representing: _____

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

07626

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Yung T. Mullick, James W. Moilanen, Irene Luong, P. Austin Neff, Emilie George, Christine Woolford, Danielle Hanson,
Alexander R. Holsheimer

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Fifty Million Dollars (\$50,000,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

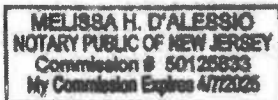
UNITED STATES FIRE INSURANCE COMPANY



State of New Jersey }
County of Morris }

Matthew E. Lubin, President

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 5th day of December 2023

UNITED STATES FIRE INSURANCE COMPANY

Michael C. Fay, Senior Vice President



STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

No 07812

Certificate of Authority

THIS IS TO CERTIFY THAT, Pursuant to the Insurance Code of the State of California,

United States Fire Insurance Company

of Wilmington, Delaware, organized under the
laws of Delaware, subject to its Articles of Incorporation or
other fundamental organizational documents, is hereby authorized to transact within the State, subject to
all provisions of this Certificate, the following classes of insurance: Fire, Marine,
Surety, Disability, Plate Glass, Liability, Workers' Compensation,
Common Carrier Liability, Boiler and Machinery, Burglary, Credit,
Sprinkler, Team and Vehicle, Automobile, Aircraft, and Miscellaneous
as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in
full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made
under authority of the laws of the State of California as long as such laws or requirements are in effect
and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 31st
day of December, 2003, I have hereunto
set my hand and caused my official seal to be affixed this
31st day of December, 2003.



By

John Garamendi
Insurance Commissioner

Victoria S. Sidbury
for Ida Zodrow
Asst. Chief Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code Section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

CONTRACTOR INFORMATIONCompany Name Alfaro Communications Construction IncAddress 15614 S. Atlantic Ave, Compton CA, 90221Telephone (310) 669-8949 Fax (310) 693-5343 E-mail haidi@alfarocommunications.com

Type of Firm: Individual () Partnership () Corporation (x)

Corporation organized under the laws of the State of CaliforniaContractor's License Number 912727 State CA Classification A, C7, C10, C27, C31 Expiration Date 05/31/2024DIR Registration Number 1000042376 Expiration Date 06/30/2025

Names and titles of all officers of the firm

Hugo Alfaro: President and TreasurerMayra Martinez: Vice President and Secretary

LIST OF REFERENCES

(To be submitted by contractors who have not worked with the City of San Fernando.)

1. NAME OF CITY OR BUSINESS City of Palm Springs
 CONTACT PERSON AND PHONE NO. Francisco J. Jaime (760) 323-8253 Ext. 8750
 TYPE/DATE OF WORK PERFORMED Traffic Signal 04/18/2022 - 6/10/2023
 TOTAL CONTRACT AMOUNT \$ 3,807,125.26

2. NAME OF CITY OR BUSINESS City of Santa Barbara
 CONTACT PERSON AND PHONE NO. Mathew Roja (805) 564-5450
 TYPE/DATE OF WORK PERFORMED Concrete & Electrical 03/15/2021 - 11/08/2022
 TOTAL CONTRACT AMOUNT \$ 1,388,108.84

3. NAME OF CITY OR BUSINESS Caltrans
 CONTACT PERSON AND PHONE NO. Arezo Ghiam (949) 278-4124
 TYPE/DATE OF WORK PERFORMED Concrete 04/01/2021 - 01/22/2022
 TOTAL CONTRACT AMOUNT \$ 2,982,303.16

4. NAME OF CITY OR BUSINESS Caltrans
 CONTACT PERSON AND PHONE NO. Arturo Lao (213) 269-1002
 TYPE/DATE OF WORK PERFORMED Electrical 03/01/2021 - 08/17/2021
 TOTAL CONTRACT AMOUNT \$ 5,899,490

5. NAME OF CITY OR BUSINESS Caltrans
 CONTACT PERSON AND PHONE NO. Lawrance Yaacoub (213) 434-9325
 TYPE/DATE OF WORK PERFORMED Electrical & Fiber Optic 02/24/2020 - 08/07/2021
 TOTAL CONTRACT AMOUNT \$ 2,999,775.47

6. NAME OF CITY OR BUSINESS Caltrans
 CONTACT PERSON AND PHONE NO. Lawrance Yaacoub (213) 434-9325
 TYPE/DATE OF WORK PERFORMED Traffic Signal 05/11/2020 - 12/11/2020
 TOTAL CONTRACT AMOUNT \$ 1,910,712

Exhibit 12-B: Bidder's List of Subcontractors (DBE and Non-DBE) - Part 1

As of March 1, 2015, Contractors (and subcontractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>. The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each subcontractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000 (whichever is greater).

Photocopy this form for additional firms.						FEDERAL PROJECT NUMBER: HSIPL-5202 (019)	
Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
				DIR Reg Number			
NAME	7 Partial	\$2,000.00	4.33%				< \$1 million
California Professional Engineering, Inc	8 Partial	\$4,000.00	2.35%	793907	Y	31277	< \$5 million
City, State	9 Partial	\$12,800.00	4.82%				< \$10 million
La Puente, CA	10 Partial	\$5,000.00	3.54%	1000377609			X < \$15 million
	11 Partial	\$4,000.00	6.62%				Age of Firm in years
NAME	Item# 14						< \$1 million
Superior Pavement Markings	Signing and Striping	106,849.50	100% 80.00%	776306	N	N/A	< \$5 million
City, State				1000001476			X < \$10 million
Cypress, CA							X < \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$5 million
City, State							< \$10 million
							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$5 million
City, State							< \$10 million
							< \$15 million
							Age of Firm in years

Distribution – Original: Local Agency File; Copy: DLAE w/Award Package

Exhibit 12-B: Bidder's List of Subcontractors (DBE and Non-DBE) - Part 2

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, the Bidder shall list all subcontractors who provided a quote or bid but **were not selected** to participate as a subcontractor on this project.

Photocopy this form for additional firms.

FEDERAL PROJECT NUMBER:
HSIPL-5202 (019)

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts	
				DIR Reg Number				
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	

Distribution – Original: Local Agency File; Copy: DLAE w/Award Package

MINORITY, WOMEN, SMALL BUSINESS ENTERPRISES

BUSINESS NAME: Alfaro Communications Construction IncADDRESS (P.O. BOX NOT ACCEPTABLE): 15614 S. Atlantic AveCITY, STATE, ZIP CODE: Compton, CA, 90221PHONE NUMBER (310) 669-8949CONTACT PERSON: Haidi Daaifi1. MINORITY OWNED

Composition of ownership (more than 50% of ownership of the organization):
Please check one of the following:

☐ Black American ☐ Asian/Pacific American

☐ Native American ☒ Hispanic American ☐ Other ethnicity

2. WOMEN OWNED

More than 50% of this business is owned by women:

☐ Yes ☒ No

3. SMALL BUSINESS ENTERPRISE

This business enterprise collects \$1,000,000 or less in gross revenue per year.

☒ Yes ☐ No

Does your firm intend to use subcontractors or independent contractors for this project?

☒ Yes ☐ No

If yes, all others must fill out the bidder's application also.

Has this business been certified by any other agency as a minority/women owned enterprise or small business enterprise?

☒ Yes ☐ No

If yes, please list name(s) and telephone number(s) of certifying agencies.

Is this a joint venture proposal?

☐ Yes ☒ No

Printed on: 9/27/2023 11:31:30 AM

To verify most current certification status go to: <https://www.caleprocure.ca.gov>



Office of Small Business & DVBE Services

Certification ID: 1737648

Legal Business Name:

Alfaro Communications Construction, Inc.

Doing Business As (DBA) Name 1:

ACCI

Doing Business As (DBA) Name 2:

Address:

15614 S. Atlantic Avenue

Compton

CA 90221

Email Address:

mayra@alfarocommunications.com

Business Web Page:

Business Phone Number:

310/669-8949

Business Fax Number:

310/693-5343

Business Types:

Construction , Service

Certification Type	Status	From	To
SB-PW	Approved	04/12/2023	04/30/2025

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!

-LOG IN at [CaleProcure.CA.GOV](https://www.caleprocure.ca.gov)

Questions?

Email: OSDSHELP@DGS.CA.GOV

Call OSDS Main Number: 916-375-4940

707 3rd Street, 1-400, West Sacramento, CA 95605

CERTIFICATE OF SECRETARY OF ADOPTION OF RESOLUTION

I, Mayra Martinez (insert name of Secretary), do hereby certify that I am the Secretary of Alfaro Communications Construction Inc (insert name of corporation) a California corporation, and do hereby certify that the following resolution is a full, true and correct copy of a resolution passed by the Board of Directors of said corporation at a meeting thereof held on the 16th day of March 2009, 2023 (insert proper date), in accordance with the bylaws of said corporation, and that said resolution has not to the date of this certificate been in any manner amended, modified, revoked, rescinded or annulled, and the same is now in full force and effect.

"RESOLVED, that any of the following officers of this corporation, _____, Hugo Alfaro President
Mayra Martinez, Vice President and _____, secretary
(insert names of officers and capacity where not shown), (any two acting together) (any one acting alone) (strike out inapplicable portion), be and they are hereby authorized to execute and deliver in the name of and for and on behalf of this corporation, any and all bids, authorizations, contracts, bonds and agreements of any nature or sort whatsoever.

BE IT FURTHER RESOLVED, that any and all persons, firms, corporations and other entities, including public entities, shall be entitled to rely on the authority of (any one of such officers) (any two of such officers acting together) (strike out inapplicable portion), above named, to bind this corporation by the execution and delivery of any such bids, authorizations, contracts, bonds and agreements.

BE IT FURTHER RESOLVED that the authority herein contained shall remain effective until the person, corporation, or public entity relying upon the authority herein contained, receives written notice to the contrary signed by duly authorized officers of this corporation, that all previous authorizations theretofore given with respect to the matters herein contained are revoked. That the revocation of the authority herein contained shall not affect the validity of any instrument herein referred to signed by any person or persons at the time authorized to act."

IN WITNESS WHEREOF, the undersigned has hereunto set (his/her) hand as Secretary and affixed the seal of this corporation this 12th day of December, 2023.



 Secretary

Affix Seal

**LIST OF SUBCONTRACTORS, SUPPLIERS, & VENDORS CONTACTED TO
RECEIVE PRICES IN PREPARATION OF BID PROPOSAL**

1. NAME & LOCATION OF BUSINESS California Professional Engineering, Inc.
19062 San Jose Avenue, La Puente, CA, 91748
CONTACT PERSON AND PHONE NO. Van Nyugen (626) 810-1338
ITEM OR TYPE OF WORK PROPOSED Item#: 7 Partial, 8 Partial, 9 Partial, 10 Partial, 11 Partial
PRICE OR AMOUNT \$ 27,800

2. NAME & LOCATION OF BUSINESS Superior Pavement Markings
5312 Cypress St, Cypress, CA, 90630
CONTACT PERSON AND PHONE NO. Daniel Garcia (714) 430-8801
ITEM OR TYPE OF WORK PROPOSED Item# 14 Signing and Striping
PRICE OR AMOUNT \$ 106,849.50

3. NAME & LOCATION OF BUSINESS _____

CONTACT PERSON AND PHONE NO. _____
ITEM OR TYPE OF WORK PROPOSED _____
PRICE OR AMOUNT \$ _____

4. NAME & LOCATION OF BUSINESS _____

CONTACT PERSON AND PHONE NO. _____
ITEM OR TYPE OF WORK PROPOSED _____
PRICE OR AMOUNT \$ _____

5. NAME & LOCATION OF BUSINESS _____

CONTACT PERSON AND PHONE NO. _____
ITEM OR TYPE OF WORK PROPOSED _____
PRICE OR AMOUNT \$ _____

6. NAME & LOCATION OF BUSINESS _____

CONTACT PERSON AND PHONE NO. _____
ITEM OR TYPE OF WORK PROPOSED _____
PRICE OR AMOUNT \$ _____

NON-COLLUSION AFFIDAVIT

**TRAFFIC SIGNAL MODIFICATIONS – 9 LOCATIONS
HIGHWAY SAFETY IMPROVEMENT PROJECT
Federal Project No. HSIPL-5202(019)
Job No. 7598, Plan No. P-722**

STATE OF CALIFORNIA)
COUNTY OF Los Angeles) SS

Hugo Alfaro, being first duly sworn, deposes and

says that he is President

(Sole owner, partner, president, secretary, etc.)

of Alfaro Communications Construction Inc

the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that such bidder has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure an advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid price or of that of any other bidder, or to secure an advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

12/12/23

Date

Alfaro Communications Construction Inc

Bidder

Authorized Signature

Hugo Alfaro

Name (Print/Type)

President

Title

STATE OF CALIFORNIA)
COUNTY OF _____) SS

On _____, 2023 before me, _____,

personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledge 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.

(Notary Seal)

Signature of Notary Public

California All-Purpose Certificate of Acknowledgment

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

s.s.

On 12/12/2023 before me, Graciela Lopez Lopez - A Notary Public,

Name of Notary Public, Title

personally appeared Hugo Alfaro

Name of Signer (1)

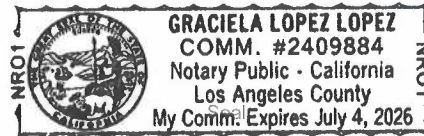
Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Graciela Lopez Lopez
Signature of Notary Public



OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Non-Collusion Affidavit

City of San Fernando

containing 12 pages, and dated 12/12/2023

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
☐ Attorney-in-fact
☒ Corporate Officer(s) President
 Title(s)
Alfaro Communications Construction Company

- ☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other: _____

representing: _____
 Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☒ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # 41 Entry # 5

Notary contact: Graciela Lopez Lopez

Other (323) 642-7722

☐ Additional Signer ☒ Signer(s) Thumbprints(s)

☒ On Notary Journal



Addendum No. 1

November 8, 2023

Project: TRAFFIC SIGNAL MODIFICATIONS – 9 LOCATIONS HIGHWAY SAFETY IMPROVEMENT PROJECT

Federal Project No. HSIPL-5202(019), Job No. 7598, Plan No. P-722

TO: All Plan Holders

FROM: Kenneth Jones, Public Works Management Analyst

SUBJECT: ADDENDUM NO. 1 – TRAFFIC SIGNAL MODIFICATIONS – 9 LOCATIONS HIGHWAY SAFETY IMPROVEMENT PROJECT, Federal Project No. HSIPL-5202(019), Job No. 7598, Plan No. P722

The following amendment is hereby made a part of the Contract Documents for the subject project, as fully and completely as if the same were set forth therein. This Addendum No. 1 consists of 2 pages.

CONTRACT DOCUMENTS

SPECIFICATIONS:

The following clarification, additions, and deletions are made to the above referenced Specifications:

1. Notice Inviting Bids

- a. Page 2, fifth paragraph, first sentence, "A pre-bid meeting is scheduled for **10:00 AM on Wednesday, November 15, 2023 at 120 Macneil Street, San Fernando, CA 91340, PW Ops Room.**" (non-mandatory) is replaced in its entirety as follows:

"A virtual pre-bid meeting is scheduled for **10:00 AM on Wednesday, November 15, 2023.** Bidders can request an invite to the virtual non-mandatory pre-bid meeting by contacting Kayla Urbina at kurbina@willdan.com or call (805) 206-5291."

If you have any questions, please call Kenneth Jones at (818) 898-1240 or KJones@sfcity.org.

Addendum Acknowledgement

Bidder acknowledges the receipt of this Addendum Number 1 which shall be attached to the Bid Proposal.

Machel - Contract Admin

Signature and Title

11-8-23

Date



Addendum No. 2

November 9, 2023

Project: TRAFFIC SIGNAL MODIFICATIONS – 9 LOCATIONS HIGHWAY SAFETY IMPROVEMENT PROJECT

Federal Project No. HSIPL-5202(019), Job No. 7598, Plan No. P-722

TO: All Plan Holders

FROM: Wendell Johnson, Director of Public Works 

SUBJECT: ADDENDUM NO. 2 – TRAFFIC SIGNAL MODIFICATIONS – 9 LOCATIONS HIGHWAY SAFETY IMPROVEMENT PROJECT, Federal Project No. HSIPL-5202(019), Job No. 7598, Plan No. P722

The following amendment is hereby made a part of the Contract Documents for the subject project, as fully and completely as if the same were set forth therein. This Addendum No. 2 consists of 2 pages.

CONTRACT DOCUMENTS

SPECIFICATIONS:

The following clarification, additions, and deletions are made to the above referenced Specifications:

1. Notice Inviting Bids

- a. Page 2, first paragraph, first sentence, "SEALED PROPOSALS will be received at the Office of the City Clerk, City Hall, 117 Macneil Street, San Fernando, California until **2:00 P.M. on Wednesday, November 29, 2023**, and said bids will be publicly opened and declared for performing work on the following project:" is replaced in its entirety as follows:

"SEALED PROPOSALS will be received at the Office of the City Clerk, City Hall, 117 Macneil Street, San Fernando, California until **2:00 P.M. on Wednesday, December 13, 2023**, and said bids will be publicly opened and declared for performing work on the following project:"

- b. Page 2, third paragraph, first sentence, "The contract time for the project is **FIFTY (50) working days.**" is replaced in its entirety as follows:

"The contract time for the project is **SEVENTY-FIVE (75) working days.**"

- c. Page 4, third paragraph, last sentence, **"Any questions pertaining to the project shall be submitted in writing by Wednesday, November 22, 2023 by 4:00 p.m."** is replaced in its entirety as follows:

"Any questions pertaining to the project shall be submitted in writing by Wednesday, December 6, 2023 by 4:00 p.m."

2. Contractor's Proposal

- a. Page P-1, second paragraph, first sentence, "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 **FIFTY (50)** working days after the commencement date stated in the Notice to Proceed." is replaced in its entirety as follows:

"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 **SEVENTY-FIVE (75)** working days after the commencement date stated in the Notice to Proceed."

3. Construction Contract/Agreement

- a. Page C-2, first paragraph, first sentence, "CONTRACTOR agrees to commence construction of the Work of Improvement within ten (10) days after issuance of a Notice to Proceed, and to continue in a diligent and workman-like manner without interruption, and to complete the construction thereof within **FIFTY (50)** working days from the date the Notice to Proceed is issued." is replaced in its entirety as follows:

"CONTRACTOR agrees to commence construction of the Work of Improvement within ten (10) days after issuance of a Notice to Proceed, and to continue in a diligent and workman-like manner without interruption, and to complete the construction thereof within **SEVENTY-FIVE (75)** working days from the date the Notice to Proceed is issued."

If you have any questions, please contact Kenneth Jones at (818) 898-1240 or kjones@sfcity.org.

Addendum Acknowledgement

Bidder acknowledges the receipt of this Addendum No. 2 which shall be attached to the Bid Proposal.

Muel - Contract Admin

Signature and Title

11-9-23

Date

**Addendum No. 3****December 6, 2023**

Project: TRAFFIC SIGNAL MODIFICATIONS – 9 LOCATIONS HIGHWAY SAFETY IMPROVEMENT PROJECT

Federal Project No. HSIPL-5202(019), Job No. 7598, Plan No. P-722

TO: All Plan Holders

FROM: Wendell Johnson, Director of Public Works *WJ*

SUBJECT: ADDENDUM NO. 3 – TRAFFIC SIGNAL MODIFICATIONS – 9 LOCATIONS HIGHWAY SAFETY IMPROVEMENT PROJECT, Federal Project No. HSIPL-5202(019), Job No. 7598, Plan No. P722

The following amendment is hereby made a part of the Contract Documents for the subject project, as fully and completely as if the same were set forth therein. This Addendum No. 3 consists of 2 pages.

CONTRACT DOCUMENTS

SPECIFICATIONS:

The following clarification, additions, and deletions are made to the above referenced Specifications:

1. Applicable Federal Prevailing Wage Rates
 - a. The Federal prevailing wage rates in effect ten (10) calendar days prior to bid opening were CA20230022, Modification 15, dated November 17, 2023 and can be accessed online at: <https://sam.gov/wage-determination/CA20230022/15>. A physical copy of this document will be available at the Public Works Department, City Hall, 117 Macneil Street, San Fernando, California, 91340.

2. General Provisions

- a. Page GP-1, top of page, add the following paragraphs:

"The documents that control construction, work performed, and materials furnished hereunder are the Contract Documents. The Contract Documents include the Notice Inviting Bids, Contractor's Proposal, Contract/Agreement, Bonds, Specifications, and the documents in the Appendix, if any, all of which are hereby incorporated and made a part of these Contract Documents. The Specifications include the Standard Specifications, these General Provisions which supplement or modify the Standard Specifications, Plans, Standard Plans, and the Technical Provisions.

STANDARD SPECIFICATIONS

The Standard Specifications is the 2021 Edition of the Standard Specifications for Public Works Construction (SSPWC or "Greenbook"), including supplements, written and promulgated by the Southern California Chapter of the American Public Works Association and the Southern California Districts of the Associated General Contractors of California, and the American Water Works Association (AWWA) Standards.

For the convenience of the Contractor, the section and subsection numbering system used in these General Provisions corresponds to that used in the Standard Specifications."

If you have any questions, please contact Kenneth Jones at (818) 898-1240 or kjones@sfcity.org.

Addendum Acknowledgement

Bidder acknowledges the receipt of this Addendum No. 3 which shall be attached to the Bid Proposal.

Mack - Contract Admin

Signature and Title

12-6-23

Date

RESOLUTION NO. 8284

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO,
CALIFORNIA, AMENDING THE BUDGET FOR THE FISCAL YEAR 2023-2024
ADOPTED ON JUNE 20, 2023, FOR ADDITIONAL FUNDING FOR THE
HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) CYCLE 8 TRAFFIC
SIGNAL IMPROVEMENTS PROJECTS**

WHEREAS, the City of Council has received and considered the proposed adjustment to the budget for Fiscal Year 2023-24, commencing July 1, 2023, and ending June 30, 2024; and

WHEREAS, the City Council has determined that it is necessary to amend the revenues and expenditures of the current City budget; and

WHEREAS, the City requires additional funding for the Highway Safety Improvement Program (HSIP) Cycle 8 Traffic Signal Improvements Projects; and

WHEREAS, an annual budget for the City of San Fernando for the Fiscal Year beginning July 1, 2023 and ending June 30, 2024, a copy of which is on file in the City Clerk's Office, was adopted on June 20, 2023.

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

Section 1. The following adjustments are made to the City Budget:

CAPITAL GRANTS: HSIP CYCLE 8- TRAFFIC SIGNAL IMPROVEMENTS PROJECT

Increase in Expenditures

010-311-0562-4600

\$453,176

Increase in Revenues

010-3686-0562

\$453,176

PASSED, APPROVED, AND ADOPTED THIS 20th day of February, 2024.

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. 8284, 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 20th day of February 2024, 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 February, 2024.

Julia Fritz, City Clerk

Request Form for HSIP Project Time Extension, Scope/Cost Change

To request a delivery time extension or a project scope/cost change for a local Highway Safety Improvement Program (HSIP) project, please complete this form and submit the signed form to the DLAE. The form must be completed and submitted by a Local Public Agency (LPA), not the consultant that works on the project.

After review, the DLAE may reject the request, or recommend to approve the request and forward it to the HQ HSIP Managers for further review.

Local Agency's Contact Person:

Name: Kenneth Jones

Title: Management Analyst

Phone: 818-898-1240

Email: kjones@sfcity.org

Project Information:

HSIP Unique ID: H8-07-046

Project Number: HSIPL-5202(019)

(If available)

Responsible Agency: San Fernando

Caltrans District:

7

County: Los Angeles County

Attention:

Caltrans District 7 DLAE

100 S. Main St, #12.040
Los Angeles, CA 90012-3712

Dear Caltrans District 7 DLAE:

We request that Caltrans consider this request for time extension/project scope/cost change for the subject local Highway Safety Improvement Program (HSIP) project:

(Current Project Location and Current Project Description of Work can be found at the online [Approved Project Lists](#).)

Current
Project Location:
(max 250 characters)

Nine (9) intersections along the Metrolink rail corridor (1st St at Hubbard Ave & Maclay Ave; San Fernando Rd at Brand Blvd, Hubbard Ave & Maclay Ave; and Truman St at Brand Blvd, Hubbard Ave, Maclay Ave & Wolfskill St)

Current
Description of Work:
(max 250 characters)

Install larger signal heads, additional street lighting, and protected left turn phase signals where left turn lanes already exist.

Project Category:

Benefit-Cost Ratio (BCR)

This request is for (at least one needs to be checked):

- ☐ Project Delivery Time Extension
- ☐ Project Scope Change
- ☒ Project Cost Change

Request for project cost change:

Please explain the cost change in detail below, and then complete the project cost table.

The city recently advertised and opened bids for the subject project. The city received five bids with the low bid coming in \$234,930 higher than the engineer's estimate. In addition, due to the uncertain amount of coordination with Metrolink at each of the project's railroad crossings, the city anticipates the need for greater construction contingency. Originally the city anticipated being able to fund construction management and inspection with local funds, but preliminary estimates of that cost are approximately 17% of the construction cost which exceeds the city's available budget. Therefore, the city respectfully requests a construction cost change of \$625,300 and increased HSIP funding of \$453,170 to offset part of that change. The city does not have local funds to cover the additional cost and may need to request a change in scope to reduce the cost of the project if additional funding cannot be found.

	Cost by Phase prior to this request			Cost by Phase with this request		
Phase	Total	HSIP	Reimb. Ratio	Total	HSIP	Reimb. Ratio
PE			0.00%			0.00%
R/W			0.00%			0.00%
CON	\$1,096,000	\$1,096,000	100.00%	\$1,721,300	\$1,549,170	90.00%
TOTAL	\$1,096,000	\$1,096,000	100.00%	\$1,721,300	\$1,549,170	90.00%

Note (for scope/cost change request):

- If the request includes construction cost change, please provide an Engineer's Estimate (and/or low bidders' items estimate at award) that must match this request.
- If the subject project is for a funding set-aside, the scope change (if requested) must meet the requirements of the particular set-aside under which the project has been selected for funding. If a cost change is requested, the total HSIP cost must not exceed the maximum allowed under this set-aside in the original Call-for-Projects.
- An updated BCR calculation using available crash data in the most recent 3 to 5 years is required if:
 - This is a BCR project and the request includes a project scope change; or
 - This is a BCR project; the request does not involve a scope change however the HSIP portion of the cost increase is more than \$100,000;
 - This is a set-aside project; the total HSIP cost after the increase will exceed the maximum of the total HSIP funding allowed for this set-aside and the agency would like to re-categorize this project and use a BCR to justify the cost increase.

The updated BCR calculation must be stamped and signed by an active California-licensed Professional Engineer (PE) or Traffic Engineer (TE). The HSIP Analyzer for calculating the BCR can be downloaded [here](#).

When an updated BCR calculation is required, the scope/cost change will be considered only if the updated the BCR is no less than the average BCR cutoff of the most recent three HSIP cycles, which is 7.7 currently.

Local Agency Certification:

I certify that the information provided in this request is accurate and correct. I understand that if the required information has not been provided this form will be returned. You may direct any questions to:

The person in responsible charge:

Name: Wendell Johnson, PE

Title: Director of Public Works

Signature*: 

Date: 2-7-24

Phone Number: (818)898-1222

* Please print and sign if the digital signature does not work for you.

Caltrans District Local Assistance Engineer (DLAE) Acceptance:

(to be completed by the DLAE or assignee)

I have reviewed the information submitted on this request and recommend the HQ HSIP Managers to approve this request.

Name:

Title:

Signature:

Date:

Phone Number:

Kenneth Jones

From: Benson, Dale@DOT <dale.benson@dot.ca.gov>
Sent: Thursday, February 8, 2024 1:58 PM
To: Lani Alfonso
Cc: Katindig, Maria L@DOT; Kenneth Jones; Emilio De Murga
Subject: FW: City of San Fernando - HSIPL-5202(019) - Cost Change Request
Attachments: HSIP Cost Change Request (019) signed.pdf

CAUTION: External Sender

This email originated from outside of the organization. Exercise caution when clicking on links or opening attachments unless you recognize the sender and know the content is safe. Please report all suspicious emails to the IT Systems Administrator.

Lani,

The cost change for HSIPL-5202(019) is approved and the HSIP database has been updated. Please retain a copy of this e-mail and attachment in the project files.

If you have any questions, please contact me.

Dale Benson
Senior Transportation Engineer
ATP and HSIP Coordinator
Caltrans District 7 Office of Local Assistance
100 S. Main Street
Los Angeles, CA 90012
(213) 266-3552

From: Dhillon, Simrit@DOT <Simrit.Dhillon@dot.ca.gov>
Sent: Thursday, February 8, 2024 1:40 PM
To: Benson, Dale@DOT <dale.benson@dot.ca.gov>
Cc: Ke, Richard@DOT <richard.ke@dot.ca.gov>; Katindig, Maria L@DOT <maria.katindig@dot.ca.gov>
Subject: RE: City of San Fernando - HSIPL-5202(019) - Cost Change Request

Hello Dale,

I have approved the cost change and updated the database.

Thank you,
Simrit Dhillon
HSIP Coordinator
Federal Infrastructure Programs Branch
Office of Federal Programs
simrit.dhillon@dot.ca.gov
(916)-628-6007

Request Form for HSIP Project Time Extension, Scope/Cost Change

To request a delivery time extension or a project scope/cost change for a local Highway Safety Improvement Program (HSIP) project, please complete this form and submit the signed form to the DLAE. The form must be completed and submitted by a Local Public Agency (LPA), not the consultant that works on the project.

After review, the DLAE may reject the request, or recommend to approve the request and forward it to the HQ HSIP Managers for further review.

Local Agency's Contact Person:

Name: Kenneth Jones

Title: Management Analyst

Phone: 818-898-1240

Email: kjones@sfcity.org

Project Information:

HSIP Unique ID: HB-07-046

Project Number: HSIPL-5202(019) (If available)

Responsible Agency: San Fernando

Caltrans District: 7

County: Los Angeles County

Attention:

Caltrans District 7 DLAE

100 S. Main St, #12.040
Los Angeles, CA 90012-3712

Dear Caltrans District 7 DLAE:

We request that Caltrans consider this request for time extension/project scope/cost change for the subject local Highway Safety Improvement Program (HSIP) project:

(Current Project Location and Current Project Description of Work can be found at the online Approved Project Lists.)

Current Project Location: (max 250 characters) Nine (9) intersections along the Metrolink rail corridor (1st St at Hubbard Ave & Maclay Ave; San Fernando Rd at Brand Blvd, Hubbard Ave & Maclay Ave; and Truman St at Brand Blvd, Hubbard Ave, Maclay Ave & Wolfskill St)

Current Description of Work: (max 250 characters) Install larger signal heads, additional street lighting, and protected left turn phase signals where left turn lanes already exist.

Project Category:

Benefit-Cost Ratio (BCR)

This request is for (at least one needs to be checked):

- ☐ Project Delivery Time Extension
- ☐ Project Scope Change
- ☒ Project Cost Change

Request for project cost change:

Please explain the cost change in detail below, and then complete the project cost table.

The city recently advertised and opened bids for the subject project. The city received five bids with the low bid coming in \$234,930 higher than the engineer's estimate. In addition, due to the uncertain amount of coordination with Metrolink at each of the project's railroad crossings, the city anticipates the need for greater construction contingency. Originally the city anticipated being able to fund construction management and inspection with local funds, but preliminary estimates of that cost are approximately 17% of the construction cost which exceeds the city's available budget. Therefore, the city respectfully requests a construction cost change of \$625,300 and increased HSIP funding of \$453,170 to offset part of that change. The city does not have local funds to cover the additional cost and may need to request a change in scope to reduce the cost of the project if additional funding cannot be found.

	Cost by Phase prior to this request			Cost by Phase with this request		
Phase	Total	HSIP	Reimb. Ratio	Total	HSIP	Reimb. Ratio
PE			0.00%			0.00%
R/W			0.00%			0.00%
CON	\$1,096,000	\$1,096,000	100.00%	\$1,721,300	\$1,549,170	90.00%
TOTAL	\$1,096,000	\$1,096,000	100.00%	\$1,721,300	\$1,549,170	90.00%

Note (for scope/cost change request):

- If the request includes construction cost change, please provide an Engineer's Estimate (and/or low bidders' items estimate at award) that must match this request.
- If the subject project is for a funding set-aside, the scope change (if requested) must meet the requirements of the particular set-aside under which the project has been selected for funding. If a cost change is requested, the total HSIP cost must not exceed the maximum allowed under this set-aside in the original Call-for-Projects.
- An updated BCR calculation using available crash data in the most recent 3 to 5 years is required if:
 - This is a BCR project and the request includes a project scope change; or
 - This is a BCR project; the request does not involve a scope change however the HSIP portion of the cost increase is more than \$100,000;
 - This is a set-aside project; the total HSIP cost after the increase will exceed the maximum of the total HSIP funding allowed for this set-aside and the agency would like to re-categorize this project and use a BCR to justify the cost increase.

The updated BCR calculation must be stamped and signed by an active California-licensed Professional Engineer (PE) or Traffic Engineer (TE). The HSIP Analyzer for calculating the BCR can be downloaded [here](#).

When an updated BCR calculation is required, the scope/cost change will be considered only if the updated the BCR is no less than the average BCR cutoff of the most recent three HSIP cycles, which is 7.7 currently.

Local Agency Certification:

I certify that the information provided in this request is accurate and correct. I understand that if the required information has not been provided this form will be returned. You may direct any questions to:

The person in responsible charge:

Name: Wendell Johnson, PE

Title: Director of Public Works

Signature*: 

Date: 2-7-24

Phone Number: (818)898-1222

* Please print and sign if the digital signature does not work for you.

Caltrans District Local Assistance Engineer (DLAE) Acceptance:

(to be completed by the DLAE or assignee)

I have reviewed the information submitted on this request and recommend the HQ HSIP Managers to approve this request.

Name: Dale Benson

Title: Senior Transportation Engineer

Signature: Dale Benson

Date: 02/07/2024

Phone Number: 213-266-3552

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Wendell Johnson, Director of Public Works
Alex Mendez, Water Division Superintendent

Date: February 20, 2024

Subject: Consideration to Award a Construction Contract to National Coating & Lining Company for Roof Repairs for Reservoir Nos. 2A and 5, Job No. 7622

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Construction Contract (Attachment “A” – Contract No. 2215) with National Coating & Lining Company (National Coating) in the amount of \$56,465, for Roof Repairs for Reservoir Nos. 2A and 5, Job No. 7622;
- b. Approve a 10 percent (\$5,647) contingency to cover the cost of any unforeseen construction related issues; and
- c. Authorize the City Manager to execute the contract and all related documents.

BACKGROUND:

1. On October 7 and 8 2021, the State of California Water Resources Control Board (Water Board) - Division of Drinking Water (DDW), conducted a Sanitary Survey of the City’s water infrastructure and identified structural deficiencies at both Reservoir Nos. 2A and 5 that must be corrected in order for the City to keep its Domestic Water Supply Permit #1910143 with the Water Board – Division of Drinking Water in good standing.
2. Pursuant to Section 2-822.b. of the San Fernando City Code which allows informal bidding on Public Works projects estimated between \$60,000 – \$200,000, staff issued a Request for Quotes (RFQ) to contractors to repair the deficiencies of Reservoir Nos. 2A and 5 as identified by DDW.
3. On August 23, 2023, the City received three proposals from qualified contractors to perform the roof repairs at Reservoir No. 2A and 5.

Consideration to Award a Construction Contract to National Coating & Lining Company for Roof Repairs for Reservoir Nos. 2A and 5, Job No. 7622

Page 2 of 3

ANALYSIS:

A water reservoir serves as a critical component within a water system by storing and managing water resources. Its primary purpose is to collect, store, and distribute water, ensuring a reliable and continuous supply for various purposes such as drinking, irrigation, industrial use, and fire suppression. Reservoirs help regulate water availability by storing excess water. In a broader water system, reservoirs are integrated into a network that includes sources of water (i.e., groundwater wells), treatment systems, and distribution pipes, functioning as a vital storage and distribution hub to ensure water availability and management within a community.

San Fernando's water system includes a total of four reservoirs. Reservoir Nos. 2A and 5, located at 12900 Dronfield Avenue, in Sylmar, were originally constructed in 1964. The reservoir roofs are relatively flat and made of segmented concrete slabs connected with joints to allow expansion and settlement over time. The joints are sealed with caulking to prevent any rainwater collected on the roof slab from dripping into the reservoir.

As part of the 2021 Sanitary Survey conducted by DDW, but received by the City on October 25, 2022, the City was directed to repair the worn caulking on the roof of both reservoirs to prevent rainwater and debris from entering the tanks through the joints. In order to address this issue, staff prepared specifications outlining the repair requirements, including materials to be used as approved by DDW.

Pursuant to Section 2-822.b. of the San Fernando City Code, a public project of an estimated amount exceeding \$60,000 but not more than \$200,000 may be let to contract by informal bid procedure. In turn, Request for Quotations (RFQ) were sent to qualified tank repair contractors on August 21, 2023, followed by field visits to the reservoirs. In response to the RFQ, staff received three proposals from the following contractors:

Contractor	Proposed Cost
National Coating & Lining Company	\$56,465
Pacific Hydrotech Corporation	\$89,794
Unified Field Services Corporation	\$91,300

National Coating submitted the lowest proposal and responsible bid in the amount of \$56,465. National Coating, based in Murietta, California, has over 30 years of experience in reservoir repairs. They recently completed large reservoir repair projects for the cities of Burbank and San Clemente, as well as the Orange County Water District. The company has the capacity and experience to perform the work required for the reservoir. Professional references were checked and performance was found to be very satisfied.

Therefore, staff recommends utilizing National Coating & Lining Company to make repairs to Reservoir 2A and 5 roofs.

Consideration to Award a Construction Contract to National Coating & Lining Company for Roof Repairs for Reservoir Nos. 2A and 5, Job No. 7622

Page 3 of 3

BUDGET IMPACT:

The total amount needed to conduct roof repairs at both Reservoir No. 2A and 5 is \$67,112. To cover this cost, staff is requesting a budget adjustment transferring \$67,112 from Fund 070-384-0000-4210 (Utilities) into 070-385-0000-4600 (Capital Projects). This transfer of funds will not affect the total approved appropriation for the Public Works/Water Fund for Fiscal Year 2023-2024.

SOURCES			
Fund	Account Number	Amount	Balance
Transfer from	070-384-0000-4210	\$-67,112	\$133,338.19
Transfer to	070-385-0000-4600	\$67,112	\$81,596.11
Total Sources:		\$67,112	

USES		
Activity	Account Number	Cost
Construction	070-384-0000-4260	\$56,465
Project Management	070-384-0000-4260	\$5,000
Contingency	070-384-0000-4260	\$5,647
Total Uses:		\$67,112

CONCLUSION:

Staff recommends that the City Council approve Contract No. 2215 with National Coating & Lining Company and authorize the City Manager to execute the contract and all related documents.

ATTACHMENTS:

- A. Contract No. 2215, including:
 - Exhibit A: Proposal – National Coating & Lining Company – City of San Fernando Reservoirs 2A and 5 Roof Repairs



**CONSTRUCTION CONTRACT/AGREEMENT
RESERVOIRS 2A AND 5 ROOF REPAIRS, JOB NO. 7622
NATIONAL COATING & LINING COMPANY**

THIS AGREEMENT, is made and entered into this 20th day of February, 2024, by and between CITY OF SAN FERNANDO, a municipal corporation of the State of California, hereinafter referred to as "CITY" and NATIONAL COATING & LINING COMPANY hereinafter referred to as "CONTRACTOR."

WITNESSETH:

That the CITY and the CONTRACTOR, for the consideration hereinafter named, mutually agree as follows:

1. The complete contract consists of the Contract Documents which includes all of the following documents incorporated herein by this reference as Exhibit "A": **RESERVOIRS 2A AND 5 ROOF REPAIRS JOB NO. 7622**, Contractor's Proposal, Contract/Agreement and all modifications and amendments thereto.

2. CONTRACTOR shall perform everything required to be performed, shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the following work of improvement: **RESERVOIRS 2A AND 5 ROOF REPAIRS JOB NO. 7622** (the "Work of Improvement") all in accordance with the Contract Documents and Contractor's Proposal dated November 28, 2023.

CONTRACTOR agrees to perform all the work and furnish all the materials at his own cost and expense necessary to construct and complete in a good and workman-like manner and to the satisfaction of the City Engineer of the CITY, the Work of Improvement in accordance with the plans, specifications, and Contract Documents (the "Specifications") therefore prepared by City's Engineering Department and adopted by the City Council.

3. CITY agrees to pay and CONTRACTOR agrees to accept in full payment for this Work of Improvement the stipulated sum of **FIFTY SIX THOUSAND, AND FOUR HUNDRED SIXTY FIVE DOLLARS (\$56,465)**.

CITY agrees to make monthly payments and final payment in accordance with the method set forth in the Specifications.

CONTRACTOR agrees to commence construction of the Work of Improvement within ten (10) days after issuance of a Notice To Proceed, and to continue in a diligent and workman-like manner without interruption, and to complete the construction thereof within ninety (90) working days.

CONSTRUCTION CONTRACT/AGREEMENT
Reservoirs 2A and 5 Roof Repairs, Job No. 7622
Page 2 of 4

CONTRACT NO. 2215

4. Time is of essence of this Contract, and it is agreed that it would be impracticable or extremely difficult to ascertain the extent of actual loss or damage which the CITY will sustain by reason of any delay in the performance of this Agreement. It is, therefore, agreed that CONTRACTOR will pay as liquidated damages to the CITY the following sum: One Thousand Dollars (\$1000.00) for each day's delay beyond the time herein prescribed for finishing work. If liquidated damages are not paid, as designated by the CITY, the CITY may deduct the amount thereof from any money due or that may become due the CONTRACTOR under this Agreement in addition to any other remedy available to CITY. The CONTRACTOR shall not be assessed liquidated damages for any delay caused by the failure of a public utility to relocate or remove an existing utility required for the performance of this Contract.

5. The CONTRACTOR will pay, and will require all subcontractors to pay, all employees on the work of improvement a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determinations for this work. Travel and subsistence pay shall be paid in accordance with Labor Code Section 1773.8. The CONTRACTOR shall forfeit to the CITY, as penalty, Fifty Dollars (\$50.00) for each calendar day or portion thereof for each worker paid (either by him or any subcontractors under him) less than the prevailing rate described above on the work provided for in this Agreement, all in accordance with Section 1775 of the Labor Code of the State of California.

6. In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and the CONTRACTOR shall not require more than eight (8) hours in a day from any person employed by him hereunder, except as provided in the Labor Code of the State of California. The CONTRACTOR shall adhere to Article 3, Chapter 1, Part 7 (Sections 1810, et seq.) of the Labor Code of the State of California, and it is agreed that the CONTRACTOR shall forfeit to the CITY as a penalty the sum of Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Contract by the CONTRACTOR or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in violation of that article.

7. CONTRACTOR, by executing this Agreement hereby certifies:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's 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."

8. CONTRACTOR shall, prior to the execution of this Contract, furnish two bonds approved by the CITY, one in the amount of One Hundred Percent (100%) of the Contract price, to guarantee the faithful performance of the work, and one in the amount of One Hundred Percent (100%) of the Contract price to guarantee payment of all claims for labor and materials furnished. This Contract shall not become effective until such bonds are supplied to and approved by the CITY. CONTRACTOR shall, prior to the release of the performance and payment bonds or the retention payment, furnish a warranty performance and payment bond equal to at least ten percent of the final contract price or \$1,000, whichever is greater.

CONSTRUCTION CONTRACT/AGREEMENT
Reservoirs 2A and 5 Roof Repairs, Job No. 7622
Page 3 of 4

CONTRACT NO. 2215

IN WITNESS WHEREOF, the said CONTRACTOR and the CITY MANAGER and CITY CLERK of the CITY have caused the names of said parties to be affixed hereto, each in triplicate, the day and year first above written.

CITY OF SAN FERNANDO

NATIONAL COATING & LINING COMPANY:

By: _____
Nick Kimball, City Manager

Date: _____

ATTEST:

By: _____
Julia Fritz, City Clerk

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Richard Padilla, Assistant City Attorney

Date: _____

CONSTRUCTION CONTRACT/AGREEMENT
Reservoirs 2A and 5 Roof Repairs, Job No. 7622
Page 4 of 4

CONTRACT NO. 2215
EXHIBIT "A"

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 AND 5 ROOF REPAIRS JOB NO. 7622

The undersigned hereby proposes to furnish all labor, materials, notifications, equipment, tools, transportation, and services to perform all work required and to complete said work within **ninety (90)** 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.

Dated

NATIONAL COATING & LINING COMPANY

Bidder

Sign

Name (Print)

Title



August 24, 2023

DIR Registration #1000013795

TO: San Fernando City
 Quote No.: NCLC – 6742
 Project: SFC Reservoir 2A and 5 Roof Repairs
 Field Repair Proposal

Ladies and Gentlemen:

We are pleased to submit our proposal to furnish all labor, materials, tools, equipment, taxes and our standard one million dollar single with two million dollar aggregate and a two million dollar umbrella insurance policy required to perform the work as noted herein.

We note receipt of Addendums: N/A

1. **Bid Scope** Furnish and install concrete patches and caulking replacement
 - A. Remove and replace existing caulking: Prepare substrate for the installation of closed cell backer rod and Sika 1A polyurethane Sealant , per Sika repair detail provided by email 8/23/23, in order to seal joints located on the exterior roof of Reservoirs No.2A and 5.
 - B. Remove and replace caulking around vent openings located on the reservoir roofs with Sika 1A Polyurethane Sealant.
 - C. Prepare and patch concrete voids (ranging from 1"x1" -2"x4", identified during site visit 8/21/23.) with Sika Top 122 Plus Trowel Grade Mortar.

TOTAL: \$56,465.00**NOTE: All Exclusions are to be included in the contract unless specifically agreed upon in writing prior to any contract.****EXCLUSIONS:**

1. Costs for Payment and Performance Bonds are excluded. If Bond is required Bond costs will be passed on to the Contractor at cost. If project exceeds more than one year there will be a surcharge added to the bond cost. Bonding is based upon available bonding capacity. Bonding availability is based upon the surety approval of the terms and conditions of the subcontract agreement and payment and performance bond forms in said subcontract agreement.
2. Any concrete defects exposed during concrete preparation.
3. Any repairs required to completed work damaged by others.
4. Moving, handling and/or replacing any architectural, structural, mechanical or electrical items.
5. Testing, removal or disposal of hazardous materials.
6. Builders risk, Explosion, Collapse and Underground Hazards (XCU), and Railroad insurance.
7. Force majeure clauses or any and all third party inspection services.
8. Traffic control or traffic markings.
9. **Any and all coating of tanks.**

COMMENTS AND NOTATIONS:

1. Payment terms Net 30 days based on progress billings from the date of our invoice.
2. There is a 30 day pay or a late fee of 1 ½ percent per month interest charge will be applied to any overdue balance.
3. Areas scheduled to receive floor coating are to be free of other trades, stored materials or equipment.
4. Open-air surface preparation and painting practices are figured in our bid.
5. General contractor or owner to provide all necessary permits and fees.
6. One site mobilization and demobilization included. Site mobilization fee will be initially billed at no more than 5% of the total contract value.
7. This proposal is based on working straight time working hours. No overtime or premium time is included
8. Owner to release sufficient areas of work to facilitate estimated production rates.
9. Owner to provide electricity, clean water and sanitary facilities at no cost to NCLC.
10. Prior to commencement of work structures must be clean and dry.



NATIONAL COATING & LINING EXHIBIT "A"
BY BRANDSAFWAY CONTRACT NO. 2215
26713 Madison Ave
Murrieta, CA 92562
Telephone: (951) 471-3388
Fax: (951) 471-3779
www.nc-lc.com

August 24, 2023
SFC Reservoir 2A and 5 Roof Repairs
Field Repair Proposal
Page Two

COMMENTS AND NOTATIONS CONTINUED:

11. We offer our standard one year warranty; any extended warranty by specifications is between manufacture and owner.
12. Notice to proceed shall allow at least three weeks lead time.
13. Based on mutually agreeable contract terms and conditions.
14. Proposal valid for 120 days.
15. National Coating & Lining Company is SSPC QP-1, QP-2, QP-8 & QP-9 certified.
16. National Coating & Lining Company is a union contractor.
17. Additional mobilizations will be billed at \$3,500.00. Standby time will be billed at \$600.00 per Hour.

We hope that you find this proposal acceptable and we look forward in working with your company on this project.

Should you have any questions regarding this proposal, please do not hesitate to contact the undersigned.

Very truly yours,

NATIONAL COATING & LINING COMPANY

Gabriel Torres
Estimator
Office: (951) 290-5412
Cell: (951) 830-3102
Fax: (951) 471-3779
gabriel@nc-lc.com

AGREED AND ACCEPTED:

Signature: _____

Name/Title: _____

Date: _____

*This Page
Intentionally
Left Blank*

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Wendell Johnson, Director of Public Works
Rodrigo Mora, Public Works Operations Manager

Date: February 20, 2024

Subject: Consideration to Approve a Contract Services Agreement with Zetroc Electric, LLC for the Installation and Licensing of Two Emergency Backup Power Generators for Las Palmas and Recreation Parks; and Adopt a Budget Appropriating the Funds

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Contract Services Agreement with Zetroc Electric, LLC (Attachment "A" – Contract No. 2225) for the installation and licensing of two Generac Industrial Power Diesel Generators SD 100 for an amount not to exceed \$133,926 (Exhibits "A" and "B" to Attachment "A") through the Sourcewell Purchasing Cooperative Contract No. 091422-WWG (Exhibit "C" to Attachment "A");
- b. Authorize a contingency of up to 10 percent to cover unforeseen expenses;
- c. Authorize staff to obtain and purchase the necessary generator operating permits from South Coast Air Quality Management District (SCAQMD);
- d. Adopt Budget Resolution No. 8287 (Attachment "B") to appropriate \$150,000 in American Rescue Plan Act (ARPA) funding; and
- e. Authorize the City Manager to make non-substantive changes and execute all related agreements.

BACKGROUND:

1. On August 14, 2015, the City became a member of the National Joint Power Alliance, now Sourcewell.

Consideration to Approve a Contract Services Agreement with Zetroc Electric, LLC for the Installation and Licensing of Two Emergency Backup Power Generators for Las Palmas and Recreation Parks; and Adopt a Budget Appropriating the Funds

Page 2 of 4

2. In March 2021, the California Governor's Office of Emergency Services (Cal OES), through the Community Power Resiliency Allocation Cities Program, awarded a \$300,000 grant to the City to purchase and install emergency generators, fuel storage, and the necessary connection hardware, to support cooling centers and emergency services at the Las Palmas and Recreation Park facilities.
3. On May 30, 2023, the City Council approved the purchase of two emergency backup power generators at Las Palmas and Recreation Parks.
4. On June 28, 2023, staff obtained three competitive bids through a Sourcewell government contract for the installation of two Generac Generators. These bids were in addition to proposals from two other electrical contractors.

ANALYSIS:

The City experiences extreme heat days during the summer, with temperatures over 100 degrees Fahrenheit. In response to these conditions, Las Palmas Park serves as a designated cooling center. Depending on demand, Recreation Park may also be utilized as an additional cooling center. These cooling centers offer a refuge for residents, particularly older adults without access to air conditioning at home.

These two park facilities are essential hubs in the community and also serve as emergency operation centers in times of crisis. However, the power supply at these facilities lack the capacity to function as intended during power outages and emergencies. The vulnerability of these facilities were realized during a planned power outage for maintenance by Southern California Edison in the summer of 2020. To address this, the City had to rent temporary emergency backup generators to support the operation of the cooling centers. To ensure consistent service during potential power outages, it is proposed to install permanent emergency backup generators at both Las Palmas Park and Recreation Park. The installation of these permanent generators will not only secure the community's access to cooling centers during power outages but will also support the planning of future emergency operation centers at these parks. By taking this proactive step, the City aims to improve its resilience and ensure the well-being of its residents, especially during challenging weather conditions and emergencies.

This project is in line with the adopted City Council Strategic Goal IV: Strengthen Climate and Environmental Justice - the City is committed to protecting public health, natural resources, and local water independence by being a leader in promoting conservation, energy efficiency, sustainability, reducing climate-related risks, and increasing climate resilience and adaptation.

Consideration to Approve a Contract Services Agreement with Zetroc Electric, LLC for the Installation and Licensing of Two Emergency Backup Power Generators for Las Palmas and Recreation Parks; and Adopt a Budget Appropriating the Funds

Page 3 of 4

Procurement through Sourcewell Contract.

Procurement through Sourcewell contract is considered a cooperative purchase, as authorized in Section 2-802 - Cooperative, piggyback, and multiple awarded bid purchasing with other agencies of the City's Municipal Code and Purchasing Ordinance. Sourcewell provides a specialized procurement process for state and local government agencies, as well as public educational institutions in the State of California. This program ensures a tailored procurement process, allowing agencies to choose services that best meets their specific needs while maintaining a cost-effective and easy-to-use government procurement plan. Utilizing existing competitively awarded government contracts, Sourcewell provides a range of commodity, non-IT services, and information technology products at fair, reasonable, and competitive prices. Sourcewell also allows access to multiple vendors and competitive bid opportunities.

Generac Generators.

Sourcewell has a contract with Generac for equipment and services, making them available to local government agencies. Generac Generators will supply each park facility with one backup power generator in case of an outage. Each of the 152 horsepower generators produce 100 kW of electricity. City staff have identified safe locations for each generator, away from the general public. The equipment, conduit, and necessary construction improvements to the sites will be installed by a Generac certified contractor under the Sourcewell contract.

Permits.

Each generator will require separate operating permits from South Coast Air Quality Management District. The estimated cost of these permits are between \$10,000 and \$20,000 in total.

BUDGET IMPACT:

On October 16, 2023, staff provided an update to City Council regarding the status of American Rescue Plan Act (ARPA) funded projects. During that discussion, staff recommended reappropriation of \$150,000 from the "Water System Capital Improvements" category of previously approved ARPA funding allocations to complete the Las Palmas & Recreation Parks Generator Installation project. City Council supported the use of funds for this purpose with direction to return to formalize the reappropriation. In turn, ARPA funds are being requested for use through Resolution No. 8287 to offset costs associated with the generator installations.

Remaining costs for permits will be funded through Facilities Maintenance accounts (043-390-0000-4260).

Consideration to Approve a Contract Services Agreement with Zetroc Electric, LLC for the Installation and Licensing of Two Emergency Backup Power Generators for Las Palmas and Recreation Parks; and Adopt a Budget Appropriating the Funds

Page 4 of 4

CONCLUSION:

Staff recommends the City Council approve the contract with Zetroc Electric, LLC for the installation and licensing of two emergency backup power generators, authorize staff to obtain necessary permits from SCAQMD, and adopt a resolution appropriating the funds.

ATTACHMENTS:

- A. Contract No. 2225, including:
 - Exhibit "A": Energy Systems Generac/Zetroc Electric Quote 1 – Las Palmas Park
 - Exhibit "B": Energy Systems Generac/Zetroc Electric Quote 2 – Recreation Park
 - Exhibit "C": Sourcewell Contract No. 091422-WWG
- B. Resolution No. 8287
- C. Generac Industrial Power Diesel Generators SD 100 Specification Sheet



2024

CONTRACT SERVICES AGREEMENT

(Contractor: Zetroc Electric LLC)

(Nature of Engagement: New Generator Installation at Las Palmas Park and Recreation Park)

THIS CONTRACT SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this 20th day of February, 2024, by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and ZETROC ELECTRIC LLC (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 and tasks necessary to achieve its purpose; and

WHEREAS, CITY requires the installation of Stand-by Electrical Generators at Las Palmas Park (505 South Huntington Street) and Recreation Park (208 Park Avenue); and

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

WHEREAS, the execution of this Agreement was approved by the San Fernando City Council at its Regular Meeting of February 20, 2024, under Agenda Item No. 8.

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

Section 1. Scope of Work.

- A. Subject to the terms and conditions of this Agreement, CONTRACTOR agrees to provide the services and tasks described in that certain proposal of CONTRACTOR entitled Proposal #1098 Rev 1 and Proposal #1099 Rev 1 dated January 10, 2024 (hereinafter, the "Scope of Work") which is attached and incorporated hereto as **Exhibit "A" and Exhibit "B"**. CONTRACTOR further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks, and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the various services and tasks identified in the Scope of Work may be referred to generally by the capitalized term "Work".

- B. CONTRACTOR shall provide all labor, materials, tools, supplies, equipment, services, tasks, and incidental and customary work necessary to competently perform and timely complete the Work. CONTRACTOR shall perform the Work in accordance with the terms and conditions of this Agreement and in accordance with such other written or verbal directives as may be issued by CITY.
- C. CONTRACTOR warrants that CONTRACTOR: (i) has thoroughly investigated and considered the nature of the Work to be performed under this Agreement; and (ii) has carefully considered how the Work should be performed. CONTRACTOR will inspect any location where the Work is to be performed and acquaint itself with the conditions of the location before commencing any of the Work requested by CITY. Should the CONTRACTOR discover any latent or unknown condition(s) which will materially affect the performance of the Work, CONTRACTOR shall immediately inform the CITY of such discovery 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/or acceptance of the Work performed by CITY, 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. Performance Period.

- A. Time is of the essence of this Agreement and each and every provision contained herein. The Work shall be commenced within 10 calendar days of CITY's issuance of a written notice to proceed ("Notice to Proceed"). The Work shall be completed by 45 Working Days (hereinafter, the "Completion Date").
- 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.

Section 3. Performance of Work.

- A. CONTRACTOR shall perform the Work continuously and with due diligence so as to complete the Work by the Completion Date. CONTRACTOR shall cooperate with CITY and in no manner interfere with the Work of CITY, its employees or other consultants, contractors, or agents.
- B. CONTRACTOR may submit a written request for additional time to complete the Work, which request must be submitted to the CITY no later than fifteen (15) calendar days prior to the Completion Date or any extended Completion Date granted by CITY. The written request for additional time must identify (i) what specific tasks or services remain to be

completed by CONTRACTOR in order to complete the Work; (ii) how much additional time CONTRACTOR requires; (iii) identification of the circumstances that have caused the need for additional time, according to CONTRACTOR, including, if applicable, identification of any tasks that must be completed by CITY as prerequisite to CONTRACTOR being able to complete any other service or task; and (iv) what proactive steps CONTRACTOR has taken up to the date of the request to mitigate the need for additional time, including, if applicable, any effort on the part of CONTRACTOR to alert CITY of the need to provide information or complete certain tasks to be performed by CITY. CITY in its sole and absolute discretion may grant, deny, or conditionally grant a request for additional time, provided that no individual grant of additional time may exceed a maximum of fifteen (15) calendar days.

- C. 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.
- D. CONTRACTOR shall at all times enforce strict discipline and good order among CONTRACTOR's employees.
- E. CONTRACTOR, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

Section 4. Compensation.

- A. CONTRACTOR shall perform all Services in accordance with the schedule of rates and charges set forth on page(s) 1 through 3 of Proposal #1098 Rev 1 and Proposal #1099 Rev 1 (the "Approved Rate Schedule"). The foregoing notwithstanding, CONTRACTOR's total compensation may not exceed the aggregate sum of \$121,475 during the Term of this Agreement (hereinafter, the "Not-to-Exceed Sum"). CONTRACTOR further agrees that the 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 requested by CITY.
- B. Following the conclusion of each calendar month, CONTRACTOR will submit to CITY an itemized invoice indicating the Work performed and completed during the recently concluded calendar month, including and the reimbursable out-of-pocket expenses incurred. If the amount of CONTRACTOR's monthly compensation is a function of hours worked by CONTRACTOR's personnel, the invoice should identify the request or work order under which the Work were provided; the number of hours worked in the recently concluded calendar month; the personnel responsible for performing the Work performed; the rate of compensation at which such Work were performed, the subtotal for each Work performed and a grand total for all Work performed. Within thirty (30) calendar days of receipt of each invoice, CITY will notify CONTRACTOR 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 CONTRACTOR.

Section 5. Standard of Care.**A. CONTRACTOR agrees as follows:**

1. CONTRACTOR will perform all Work using the degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality;
2. CONTRACTOR represents all personnel assigned to perform the Work for CITY under this Agreement shall possess the skill, training, and experience necessary to competently perform the Work and shall at all times possess and maintain all licenses, certifications and/or qualifications necessary to perform the Work;
3. CONTRACTOR shall perform and complete all Work in a manner that is reasonably satisfactory to CITY;
4. CONTRACTOR shall comply with all applicable federal, State, and local laws and regulations, including all applicable Cal/OSHA regulations in the performance of this Agreement;
5. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all applicable schedules of performance; and
6. In the performance of this Agreement, CONTRACTOR shall supply and deploy personnel, equipment, tools, and materials necessary, in the reasonable opinion of CITY, to perform all Work in compliance with the standard of care set forth in this Section and to time complete all Work as specified by the Scope of Work or other written order.
7. CONTRACTOR shall perform, at CONTRACTOR's sole cost and expense, any tasks necessary to correct any errors or omissions caused by CONTRACTOR's failure to comply with the standard of care set forth in 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 in the City Representative's sole and absolute discretion.

B. CONTRACTOR acknowledges and agrees that CITY'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. CONTRACTOR further acknowledges, understands, and agrees that CITY has relied upon the representations of CONTRACTOR under paragraph A of this Section, above, and that such representations were a material inducement to CITY entering into this Agreement with CONTRACTOR.

Section 6. Representatives.

- A. City Representative. For the purposes of this Agreement, the contract administrator and CITY's representative shall be Rodrigo Mora, Public Works Operations Manager (hereinafter, the "City Representative"). It shall be CONTRACTOR's responsibility to keep the City Representative informed of the progress of all Work provided. 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. Except as otherwise provided under this Agreement, written notice to City Representatives shall constitute notice to the CITY.
- B. Contractor Representative. For the purposes of this Agreement, Carlos Cartez, Project Manager, is hereby designated as the primary 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 performance of all Work, using his/her best skill and attention. The Contractor Representative shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Work under this Agreement.

Section 7. Contractor's Personnel.

- A. CONTRACTOR represents that it has, or will secure at its own expense, all personnel required to perform the Work and all other related tasks contemplated under this Agreement.
- 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.
- C. CONTRACTOR shall be solely responsive for the payment of 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.
- D. CONTRACTOR shall be solely responsible for the satisfactory performance of all personnel working on CONTRACTOR's behalf in the performance of this Agreement.
- E. If at any time during the term of this Agreement, CITY requests the removal of any of CONTRACTOR's employees or subcontractors assigned by CONTRACTOR to perform on CONTRACTOR's behalf under this Agreement, CONTRACTOR shall remove such employees or subcontractors immediately upon receiving notice from CITY.
- F. CONTRACTOR shall be solely responsible for the payment of all wages and benefits owed to CONTRACTOR's employees and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security. CONTRACTOR shall also be solely responsive for the payment of all subcontractors acting on its behalf in the performance of this Agreement.

Section 8. Provisions Applicable to Work Constituting Public Works Under Labor Code Section 1720.

- A. The provisions of this Section shall apply to the extent any of the Work to be performed by CONTRACTOR constitute a “public work” within the meaning of Section 1720(a)(1) of the Labor Code. CONTRACTOR shall comply with the provisions of the Labor Code applicable to public works, in the manner set forth under this Section. In addition to any other indemnification obligation set forth under this Agreement, CONTRACT shall indemnify, hold harmless, and defend City concerning any liability arising out of Labor Code Section 1720 *et seq.*
- B. Hours of Work.
1. In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the Work subject to this Section shall constitute a legal day’s work under this Agreement.
 2. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the Work subject to this Section is limited to eight (8) hours during any one calendar day, and forty (40) hours during any one (1) calendar week, except in accordance with Labor Code Section 1815, which provides that work in excess of eight (8) hours during any one (1) calendar day and forty (40) hours during any one calendar week is permitted upon compensation for all hours worked in excess of eight (8) hours during any one (1) calendar day and forty (40) hours during any one (1) calendar week at not less than one-and-one-half times the basic rate of pay.
 3. CONTRACTOR and its subcontractors shall forfeit as a penalty to the CITY \$25 for each worker employed in the performance of the Work subject to this Section for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day, or more than forty (40) hours in any one calendar week, in violation of the provisions of Labor Code Section 1810 and following.
- C. Wages.
1. In accordance with Labor Code Section 1773.2, the CITY has determined the general prevailing wages for the locality in which Work subject to the Section are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file at the CITY and shall be made available on request. CONTRACTOR and subcontractors engaged in the performance of the Work subject to this Section shall pay no less than these rates to all persons engaged in performance of the Work subject to this Section.
 2. In accordance with Labor Code Section 1775, CONTRACTOR and any subcontractors engaged in performance of the Work subject to this Section shall comply Labor Code Section 1775, which establishes a penalty of up to \$50 per day for each worker engaged in the performance of the Work that are subject to this Section

that CONTRACTOR or any subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of CONTRACTOR or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of CONTRACTOR or subcontractor in meeting applicable prevailing wage obligations, or the willful failure by CONTRACTOR or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if CONTRACTOR or subcontractor had knowledge of their obligations under the California Labor Code. CONTRACTOR or subcontractor shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subcontractor worker engaged in performance of the Work subject to this Section is not paid the general prevailing per diem wages by the subcontractor, CONTRACTOR is not liable for any penalties therefore unless CONTRACTOR had knowledge of that failure or unless CONTRACTOR fails to comply with all of the following requirements:

- (i) The contract executed between CONTRACTOR and the subcontractor for the performance of part of the Work subject to this Section shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - (ii) CONTRACTOR shall monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.
 - (iii) Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, CONTRACTOR shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the Work subject to this Section.
 - (iv) Prior to making final payment to a subcontractor, CONTRACTOR shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages for employees engaged in the performance of the Work subject to this Section and any amounts due pursuant to California Labor Code Section 1813.
3. In accordance with Labor Code Section 1776, CONTRACTOR and each subcontractor engaged in performance of the Work subject to this Section shall keep accurate payroll records showing the name, address, social security number, work, straight time, and overtime hours worked each day and week, and the actual *per diem* wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the Work subject to this Section. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- (i) The information contained in the payroll record is true and correct.
- (ii) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project.

The payroll records required pursuant to Labor Code Section 1776 shall be certified and shall be available for inspection by the CITY and its authorized representatives, the Division of Labor Standards Enforcement, the Division of Apprenticeship Standards of the Department of Industrial Relations and shall otherwise be available for inspection in accordance with Labor Code Section 1776.

- 4. In accordance with Labor Code Section 1777.5, CONTRACTOR, on behalf of itself and any subcontractors acting on CONTRACTOR's behalf in performance of the Work subject to this Section, shall be responsible for ensuring compliance with Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.
- 5. In case it becomes necessary for CONTRACTOR and any subcontractors performing Work on CONTRACTOR's behalf to employ for the Work subject to this Section any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, CONTRACTOR shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to specific Work subject to this Section to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

Section 9. Conflicts of Interest.

- A. CONTRACTOR may serve other clients, but none whose activities within the corporate limits of CITY or whose business, regardless of location, would place CONTRACTOR in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*
- B. CONTRACTOR shall not employ any official or employee of the CITY during the Term of this Agreement or any extension term. No officer or employee of CITY shall have any financial interest in this Agreement that would violate Government Code Sections 1090 *et seq.* CONTRACTOR warrants and represents that no owner, principal, partner, officer, or employee of CONTRACTOR is or has been an official, officer, employee, agent, or appointee of the CITY within the twelve-month period of time immediately preceding the Effective Date. If an owner, principal, partner, officer, employee, agent, or appointee of CONTRACTOR was an official, officer, employee, agent, or appointee of the CITY within the twelve-month period immediately preceding the Effective Date, CONTRACTOR warrants that any such individuals did not participate in any manner in the forming of this

Agreement. CONTRACTOR understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and CONTRACTOR will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and CONTRACTOR will be required to reimburse the CITY for any sums paid to CONTRACTOR. CONTRACTOR understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code §1090.

- C. 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.

Section 10. Independent Contractor. CONTRACTOR shall at all times in the performance of this Agreement be an independent contractor and shall not be an employee of CITY or engaged in any joint venture relationship with the CITY. CONTRACTOR shall determine the method, details, and means of performing all of the Work to be performed by CONTRACTOR under this Agreement. 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 is permitted to provide services to others during the same period as it provides services to CITY under this Agreement. Notwithstanding any other CITY, state, or federal policy, rule, regulation, law, or ordinance to the contrary, CONTRACTOR and any of its employees, agents, and subcontractors performing the Work under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contributions and/or employee contributions for PERS benefits.

Section 11. Non-Discrimination.

- A. CONTRACTOR shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any Work provided by CONTRACTOR under this Agreement. CONTRACTOR shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any Work that is the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of CONTRACTOR thereby.

- B. 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. CONTRACTOR shall include the nondiscrimination and compliance provisions of this Section in all subcontracts to provide the Work under this Agreement.

Section 12. 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, 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 the Indemnitees against any such negligence. The foregoing notwithstanding, nothing in this Section shall be construed to encompass (i) Indemnitees' sole negligence or willful misconduct to the extent that the Agreement is subject to Civil Code §2782(a), or (ii) CITY's active negligence to the extent that the underlying Agreement is subject to Civil Code §2782(b).
- B. Attorneys and 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. 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 because of CONTRACTOR's failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

- 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.
- E. The indemnification duty established under this Section 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. The hold harmless and indemnification provisions of this Section 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.
- F. Payment is not required as a condition precedent to an Indemnitee's right to recover under the indemnification provisions of this Section, 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 such indemnification provisions. CONTRACTOR shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision.
- G. CONTRACTOR's obligations under this Section 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. 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.
- H. The provisions of this Section shall survive the termination of this Agreement and the completion of all Work contemplated under this Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law or elsewhere under this Agreement.

Section 13. Insurance.

- A. CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

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

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

Section 14. 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 Work hereunder, and the CITY shall have access to such records in the event any audit is required.

Section 15. Termination.

- A. Termination for Convenience. CITY may immediately terminate this Agreement for convenience, without cause and without penalty or liability at any time upon the issuance of written notice to CONTRACTOR specifying the effective date of such termination. Such termination for convenience shall be made in writing signed by either the City Representative, the City Manager, or the Assistant City Manager. CONTRACTOR may only terminate this Agreement for cause.

- B. Termination for Cause. In the event either Party fails to perform any duty, obligation, service, or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service, or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth in this Section or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement. An Event of Default shall include, but shall not be limited to the following: (i) CONTRACTOR's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (ii) CONTRACTOR's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iii) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary or involuntary; (iv) CONTRACTOR's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (v) CITY's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false or erroneous in any material respect, including any statement, representation or warranty set forth in the Equipment Specifications.

1. CONTRACTOR shall cure the following Event of Default within the following time periods:

- i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation, or work product which CONTRACTOR is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this subsection that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
- ii. Within thirty (30) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 30-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this subsection that exceeds thirty (30) calendar days from the end of the initial 30-day cure period.

If an Event of Default relates to a material falsehood or misrepresentation set forth in Exhibit A and 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 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 Work required by this Agreement.
- 7. No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty, or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

Section 16. Force Majeure. The Completion Date may 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. 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 17. 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
Public Works Department
Attn: Rodrigo Mora, PW Operations Manager
117 Macneil Street
San Fernando, CA 91340
Phone: 818-898-1237

If to CONTRACTOR:

Zetroc Electric LLC
11530 Paramount Blvd. #216
Downey CA, 90241
Attn: Carlos Cortez, Project Manager
Cell (213) 925-9931
Office (562) 622-5845

Section 18. 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 19. Attorneys' Fees. In the event that CITY or CONTRACTOR commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorneys' fees.

Section 20. 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 21. 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 22. 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 23. 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 24. 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.

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:

ZETROC ELECTRIC LLC:

By: _____
Nick Kimball, City Manager

By: _____

Date: _____

Name: _____

Title: _____

APPROVED AS TO FORM

Date: _____

By: _____
Richard Padilla, Assistant City Attorney

Date: _____

**ZETROC** | **ELECTRIC LLC**

Date: Jan 10, 2024.

To: The City of San Fernando

Address: MacNeil Street

San Fernando, CA 91340

Proposal #1099 Rev1**Attn:** Rodrigo Mora**Subject:** 505 South Huntington Street San Fernando new generator installation

Thank you for allowing Zetroc Electric the opportunity to submit this proposal for your consideration. This scope of work is described as follows:

Scope of Work

1. Provide labor to mount and anchor emergency generator (Generator shall be provided by others)
2. Provide crane to off load generator.
3. Provide concrete pad for new generator.
4. Provide (5) bollards filled with concrete and painted yellow
5. Provide labor and material to install conduit and conductor from new generator to the ATS (ATS shall be provided by others)
6. Provide labor to install new 400A circuit breaker.
7. Provide labor to install conduit and wires from ATS to new EM electrical Panel.
8. Provide labor to install low voltage conduit for the annunciator panel.
9. Provide labor and materials to install emergency stop push button.
10. Provide labor and materials to install conduit and wires for (2) 120VAC circuits for battery charge and heaters.
11. Zetroc shall provide EM electrical panels.
12. Provide labor to relocate CU3-CU-4, AC-8, Gym Lights and Convenience receptacle.
13. Zetroc will assist during start up (generator start up shall be provide by other
14. Provide fuel for new generator.


ZETROC | **ELECTRIC LLC**

Labor and Material: **\$66,955.0**

Clarifications and Exclusions

Clarifications and Exclusions

- This proposal is based on regular hours 6:00-2:00pm and after hours.
- This proposal only includes the items what has been described in the scope of work If any additional items are needed, they shall be quoted accordingly and shall be considered a change order.
- This proposal is valid for 15 days due to material volatility.
- Zetroc does not include painting.
- Zetroc Doesn't not include patching.
- Zetroc excludes any electrical engineering design.
- Zetroc does not include electrical permits fees.
- Zetroc does not include Fire Department inspection fees.
- Zetroc does not include a fence around the generator.
- Zetroc does not include SCAQMD permit. SCAQMD permit shall be provided by others.
- Zetroc doesn't include the electrical installation of the following equipment (AC-3, AC-4, AC-B, AC-2, AC-5, AC-6, AC-7, CU3-CU-4, AC-8).

Acceptance of Proposal - The prices, specifications, and conditions, as listed above and as attached, are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined.

Note: A 30% of the total fees shall be due upon project approval. The remainder of the total fee shall be invoiced as progress payments to owner by contractor on time, equipment and material basis.



ZETROC | ELECTRIC LLC

Payment Term. All invoices for services covered by the estimated are payable within 30 days after the invoice date.

Customer's Signature: _____ Date: _____

If you have any questions, please contact me.

Sincerely,
Carlos Cortez
Project Manager
Zetroc Electric
Cell (213) 925-9931
Office (562) 622-5845
www.zetrocelectric.com

**ZETROC** | **ELECTRIC LLC**

Date: Jan 10, 2024.

To: The City of San Fernando

Address: MacNeil Street

San Fernando, CA 91340

Proposal #1098 Rev1**Attn:** Rodrigo Mora**Subject:** 208 Park Ave San Fernando new generator installation

Thank you for allowing Zetroc Electric the opportunity to submit this proposal for your consideration. This scope of work is described as follows:

Scope of Work

1. Provide labor to mount and anchor emergency generator (generator shall be provided by others)
2. Provide crane to off load generator.
3. Zetroc shall provide concrete pad and trench for new generator.
4. Provide labor to install conduit and conductor from new generator to the ATS (ATS shall be provided by others)
5. Provide labor to install conduit and wires from ATS to existing MSS electrical Panel.
6. Provide labor to install low voltage conduit for the annunciator panel.
7. Provide labor to install emergency stop push button.
8. Provide labor to install conduit and wires for (2) 120VAC circuits for battery charge and heaters.
9. Provide labor to relocate all loads as indicated in the electrical diagram.
10. Zetroc will assist during start up (generator start up shall be provide by other
11. Provide fuel for new generator.

Labor and Material: \$54,520.00

**ZETROC** | **ELECTRIC LLC****Clarifications and Exclusions**

- This proposal is based on regular hours 6:00-2:00pm
- This proposal only includes the items what has been described in the scope of work If any additional items are needed, they shall be quoted accordingly and shall be considered a change order.
- This proposal is valid for 15 days due to material volatility.
- Zetroc will use the existing MSS panel and existing 400A breaker as emergency.
- Zetroc does not include painting.
- Zetroc Doesn't not include patching.
- Zetroc doesn't include Bollards.
- Zetroc excludes any electrical engineering design.
- Zetroc does not include electrical permits fees.
- Zetroc does not include Fire Department inspection fees.
- Zetroc does not include a fence around the generator.
- Zetroc does not include SCAQMD permit. SCAQMD permit shall be provided by others.
- Zetroc excludes EM electrical panel and 400A breaker.

Acceptance of Proposal - The prices, specifications, and conditions, as listed above and as attached, are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined.

Note: A 30% of the total fees shall be due upon project approval. The remainder of the total fee shall be invoiced as progress payments to owner by contractor on time, equipment and material basis.

Payment Term. All invoices for services covered by the estimated are payable within 30 days after invoice date.



ZETROC | ELECTRIC LLC

Customer's Signature: _____ Date: _____

If you have any questions, please contact me.

Sincerely,
Carlos Cortez
Project Manager
Zetroc Electric
Cell (213) 925-9931
Office (562) 622-5845
www.zetrocelectric.com

**Solicitation Number: RFP #092222****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Generac Power Systems Inc., S45 W29290 Hwy. 59, Waukesha, WI 53189 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 22, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer used, close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected and subject to repair or

replacement, at Supplier's sole discretion, pursuant to the applicable warranty. If the damage is not readily apparent at the time of delivery, and provided Sourcewell or its Participating Entities in no way contributed to such damage, Supplier must permit the Equipment and Products to be repaired or replaced within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. Inspection for shipping damage must occur within 24 hours of receipt in order to pursue carrier-related damages. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition if such condition is not repaired by Supplier under Supplier's warranty.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this

Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and

Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any negligent acts or omissions, or intentional misconduct, of Supplier, or Supplier's agents or employees, in the performance of this Contract; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications and applicable operating documentation. Notwithstanding any other provision of this Contract, in no event shall Supplier be liable for consequential, special, or indirect damages, including, without limitation, damages or losses in the nature of business or service interruption, loss of reputation, loss of anticipated profits or anticipated revenue, or cost of capital. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional direct costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the

Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during

this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The

decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations

issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and

Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

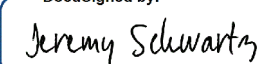
S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

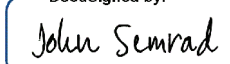
22. CANCELLATION

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to the date of cancellation.

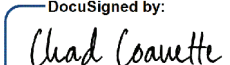
Sourcewell

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/17/2022 | 3:48 PM CST

Generac Power Systems

DocuSigned by:

By: A4D014A2B0EC4C2...
John Semrad
Title: Director Sales
Date: 12/1/2022 | 11:28 AM EST

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 12/1/2022 | 10:28 AM CST

RFP 092222 - Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services

Vendor Details

Company Name: Generac Power Systems
Address: S45 W29290 Hwy 59
Waukesha, WI 53189
Contact: Lynn Jones
Email: lynn.jones@generac.com
Phone: 920-230-1280
Fax: 920-230-1201
HST#: 39-0963276

Submission Details

Created On: Thursday August 04, 2022 08:24:46
Submitted On: Thursday September 22, 2022 10:19:18
Submitted By: Lynn Jones
Email: lynn.jones@generac.com
Transaction #: b1082e7f-cb82-47a8-b468-d0aba7ae303f
Submitter's IP Address: 165.225.62.132

Specifications**Table 1: Proposer Identity & Authorized Representatives**

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Generac Power Systems Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Generac Power Systems Inc.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	3KDJ8 UEI: DP7KERAZ7LY3	*
5	Proposer Physical Address:	S45 W29290 Hwy 59 Waukesha WI 53189	*
6	Proposer website address (or addresses):	www.generac.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	John Semrad Director Sales S45 W29290 Hwy 59 Waukesha WI 53189 John.semrad@generac.com 262-544-4811, ext 4251	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Lynn S Jones Account Manager II – Government Sales S45 W29290 Hwy 59 Waukesha WI 53189 Lynn.jones@generac.com 920-230-1280	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Brian Yureskes VP Sales S45 W92990 Hwy 59 Waukesha WI 53189 Brian.yureskes@generac.com 630-730-0270	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	History Generac was founded in 1959 to commercialize a line of affordable portable generators that offered superior performance and features. The Company's success through the years has been built upon engineering expertise, manufacturing excellence and our innovative approaches to the market. This has driven our growth into becoming a leading provider of power equipment for a variety of applications within residential, commercial, and industrial markets. In 1980, we expanded beyond portable generators into the industrial power generation market with the introduction of our first stationary generators that provided up to 200kW of power output. We introduced our first residential standby generator in 1989 and expanded our industrial product offering and global distribution system in the 1990s, forming a series of alliances that rapidly increased our sales. Our growth accelerated in the	

2000's as we expanded our purpose-built line of residential & commercial automatic standby generators and implemented our multilayered, omni-channel distribution philosophy. Throughout the 2000's, a number of high-profile power outage events also helped to increase the awareness and need for backup power and home standby generators. In 2006, the founder of Generac sold the company to affiliates of CCMP Capital Advisors, LLC, together with certain other investors and members of our management. In February 2010, we completed our initial public offering (IPO) of our common stock.

Soon after going public, we implemented our "Powering Ahead" enterprise strategy. This strategic plan accelerated the Company's transition from primarily a North America focused, emergency backup generator company into a more diversified industrial technology company with the addition of new and adjacent product categories and an expanded global presence, primarily through a series of acquisitions. In 2018, we transitioned into a new enterprise strategy called "Powering Our Future", which drove further share gains in new and existing markets, capitalized on Generac's leadership in natural gas, established our connectivity strategy, and provided the initial foundation for the Company's evolution into an energy technology solutions company, including some key initial acquisitions within the residential clean energy space. This ultimately led to the introduction of our new "Powering A Smarter World" enterprise strategy in 2021. This current strategic plan continues the evolution of Generac's business model that pairs traditional and emerging power generation and storage technologies with new monitoring, management and grid services capabilities to provide solutions for the dynamic challenges presented by today's energy landscape.

Overview

Generac is a leading energy technology solutions company that provides backup and prime power generation systems for residential and commercial & industrial (C&I) applications, solar + battery storage solutions, energy management devices and controls, advanced power grid software platforms & services, and engine- & battery-powered tools and equipment. The Company is committed to sustainable, cleaner energy products poised to revolutionize the 21st century electrical grid. As an energy technology solutions company that is "Powering a Smarter World", our corporate purpose is to lead the evolution to more resilient, efficient, and sustainable energy solutions around the world.

We have a long history of providing power generation products across a variety of applications, and we maintain one of the leading market positions in the power equipment markets in North America and an expanding presence internationally. We believe we have one of the widest ranges of products in the power generation marketplace, including residential, commercial and industrial standby generators; as well as portable and mobile generators used in a variety of applications. In recent years, the Company has been evolving its business model to focus on building out a residential and C&I ecosystem of energy technology products, solutions, and services. As part of this evolution, we have made significant investments into rapidly growing new markets such as residential clean energy storage, solar microinverters, and energy monitoring & management devices, all of which are distributed energy resources (DERs) that can be aggregated into virtual power plants (VPPs) within grid services programs. In addition, a key strategic focus has been leveraging our leading position in the growing market for cleaner burning natural gas fueled generators to expand into applications beyond standby power, allowing us to participate in Energy-as-a-Service and microgrid projects for commercial and industrial applications.

We have also made investments in next-generation platforms and controls for both residential and C&I applications that facilitate the connection of our products to the grid. Expanding these capabilities will enable the increasing utilization of our equipment as DERs as the nascent market for grid services expands over the next several years. Our growing presence in grid services programs will enhance the value of our power generation and storage products that might otherwise sit idle, as they are now able to be dispatched and orchestrated as part of a distributed energy solution, thereby generating additional return-on-investment for the home or business owner while also delivering value to utilities and energy retailers by helping to balance, support and enhance the reliability of the electrical grid. As the traditional centralized utility model evolves over time, we believe that a more decarbonized, digitized, and decentralized grid infrastructure will build-out, and Generac's energy technology solutions are uniquely and strategically positioned to participate in this next-generation grid referred to as "Grid 2.0". As our traditional power generation markets continue to grow due to multiple mega-trends that are driving increased penetration of our products, we believe we are in an excellent position to execute on this opportunity given our competitive strengths. In addition, our focus on more resilient, efficient and sustainable energy solutions has dramatically increased our served addressable market, and as a result, we believe that Generac is well positioned for success over the long term.

Products and Solutions

We design, manufacture, and distribute a broad range of energy technology products and solutions. We design and manufacture stationary, portable and mobile generators with single-engine outputs ranging between 800W and 3,250kW. We have developed a line of turn-key energy storage systems for use in residential solar-plus-storage applications, and in 2021, acquired microinverter capabilities for use in residential solar only applications. We also have a line of industrial-grade mobile energy storage systems that serve the global rental markets. We have a growing selection of energy monitoring and management devices that serve to build out our residential energy ecosystem product offering. We participate in the market for grid services involving distributed energy optimization and control software. Other power products and solutions that we provide include light towers and a broad line of outdoor power equipment that we refer to as chore products, which includes a variety of property maintenance equipment powered by both engines and batteries. We classify our products into three categories based on a similar range of power output geared for varying end customer uses: Residential products, Commercial & Industrial (C&I) products and other products & services. The following summary outlines our portfolio of products and solutions, including their key attributes and customer applications.

Commercial & Industrial Products

We offer a full line of C&I generators that are increasingly being fueled by cleaner sources of energy such as natural gas, liquid propane, and Bi-Fuel™, as well as other more traditional fuels such as diesel. We believe we have one of the broadest product offerings in the industry with power outputs ranging from 10kW up to 3,250kW. Through the Deep Sea acquisition in 2021, we have expanded our capabilities in the design and manufacture of advanced controls for a range of energy technology C&I applications, such as microgrids and Energy-as-a-Service. Our natural gas C&I stationary generators have Smart Grid Ready capabilities, enabling our customers to contribute to grid resiliency and generate an incremental return on investment by connecting and enrolling their generator as a distributed energy resource used in grid services applications where available. We believe as more grid services programs roll out over time, we will be able to sell more equipment given the improved economics and value of our generators as DER's. Our light-commercial standby generators and related transfer switches include a full range of affordable systems from 22kW to 150kW, providing three-phase power sufficient for most small and mid-sized businesses such as grocery stores, convenience stores, restaurants, gas stations, pharmacies, retail banks, small health care facilities and other small-footprint retail applications. Our light-commercial generators predominantly run on cleaner-burning fuels such as natural gas and liquid propane.

We design and manufacture a broad product line of modeled and configured stationary generators and related transfer switches for various industrial standby, continuous-duty, and prime rated applications. Our single-engine industrial generators range in output from 10kW up to 3,250kW, include stationary and containerized packages, and can include our Modular Power Systems (MPS) technology that extends our product range up to much larger multi-megawatt systems through an integrated paralleling configuration. Over the past several years, we have introduced larger and higher-powered gaseous-fueled generators, with the highest output of 1,000kW for a single-engine set. Our industrial standby generators are primarily used as emergency backup for larger applications in the healthcare, telecom, datacom, commercial office, retail, municipal and manufacturing markets. In recent years, we've had a strategic effort aimed at utilizing our gaseous-fueled generators in "beyond standby" applications including distributed generation and microgrid projects and have developed purpose-built products for these applications that have grid-connected capability. The addition of Smart Grid Ready functionality and the significant expansion of our in-house advanced controls capabilities further enhances the potential utilization of our generators in these applications. Our MPS technology combines the power of several smaller generators to produce the output of a larger generator, providing our customers with redundancy and scalability in a cost-effective manner. For larger industrial applications, our MPS products offer customers an efficient, affordable way to scale their standby power needs, while offering superior reliability given their built-in redundancy which allows individual units to be taken offline for routine maintenance while retaining coverage for critical circuits.

We also offer a full line of industrial transfer switches to meet varying needs from light industrial applications all the way up to the most demanding critical installations. Over the last couple of years, we have significantly increased and upgraded our industrial transfer switch product offering, which we believe will help to enhance our attachment rate and related market share for these products. Generac's innovative feature set and flexible platforms offer a variety of switching technologies for customized solutions to meet any project needs. We also provide a broad product

line of light towers, mobile generators, and mobile energy storage systems, which provide temporary lighting and power for various end markets, such as road and commercial construction, energy, mining, military, and special events. These products are typically sold to national and regional rental companies who then rent the equipment to the end user. We believe the addition of mobile energy storage systems obtained through our acquisition of Off Grid Energy in 2021 will enable us to capture a share of the rapidly expanding Battery Energy Storage System (or BESS) market in the future. Also in 2021, we unveiled a hybrid mobile solution that pairs an energy storage system with a diesel generator to reduce emissions and noise pollution, as well as a mobile battery-powered light tower, both of which we expect will come to market during 2022. We also manufacture commercial mobile pumps and dust-suppression equipment for a wide variety of applications, as well as various gaseous-engine control systems and accessories, which are sold to gas-engine manufacturers and aftermarket customers. C&I products comprised 26.7%, 28.3% and 39.5%, respectively, of total net sales in 2021, 2020 and 2019.

Residential Products

Our residential automatic standby generators range in output from 7.5kW to 150kW, which predominantly operate on natural gas and liquid propane, and are permanently installed with an automatic transfer switch, which we also manufacture. Air-cooled engine residential standby generators range in outputs from 7.5kW to 26kW and serve as an emergency backup for small to medium-sized homes. Liquid cooled engine generators serve as emergency backup for larger homes and small businesses and range in output from 22kW to 150kW. We believe we have the broadest line of home standby generators in the marketplace and all of them are offered as Smart Grid Ready, which enables customers to connect and enroll their generator as a distributed energy resource in grid services applications. The deployment of our residential generators in grid services applications where available can improve grid resiliency, while also offering a direct financial incentive for homeowners to participate in these grid services programs, which can help to partially offset the purchase cost of the generator over the product's lifespan. This functionality leverages our remote monitoring system for home standby generators called Mobile Link™. This remote monitoring capability is a standard, WiFi-enabled feature on every home standby generator that we offer and allows our customers to check the status of their generator conveniently from their smart phone or tablet, and also provides the capability to similarly receive maintenance and service alerts. Leveraging the technologies acquired in the 2019 acquisition of Pika Energy, we have developed a line of clean energy products marketed under the Generac brand and using the name PWRcell™. This clean energy storage solution consists of a system of batteries, an inverter, photovoltaic (PV) optimizers, power electronic controls, and other components. This system captures and stores electricity from solar panels or other power sources and helps reduce home energy costs while also protecting homes from shorter duration power outages. PWRcell can range in size from 9kWh up to 36kWh of storage capacity. Our PWRcell energy storage systems also have Smart Grid Ready capabilities, empowering homeowners to contribute to grid stability and earn an incremental return on investment by connecting to grid services programs, which can help to partially offset the purchase cost of the system over the product's lifespan. We introduced multiple new Generac-branded clean energy products in 2021 that we expect will come to market during 2022 as we continue to build out an increasingly broad range of residential clean energy solutions, giving our distribution partners access to a more diverse line up of products that can serve a variety of applications. PWRmicro, a grid-interactive microinverter equipped with 2-to-1 panel-to-inverter capability used in residential solar solutions, leverages the technology acquired via the 2021 purchase of Chilicon Power and allows Generac to participate in residential solar installations that do not include an energy storage system. PWRmanager is the second generation of our load management controls, allowing customers to remotely control certain loads in a house and thereby manage battery run times from their smart phones or tablets. PWRgenerator is a one-of-a-kind natural gas generator with DC output that is purposebuilt to re-charge PWRcell energy storage systems. This innovative new product is fuel-efficient, quieter, and can enable indefinite grid independence for homeowners.

During 2021 we acquired Ecobee, a leader in sustainable smart home solutions such as smart thermostats and a suite of home monitoring products, all designed with a focus on conservation, convenience, peace of mind and comfort. Ecobee's smart home energy management devices and complementary sensors intelligently optimize heating and cooling systems, often the largest energy consuming system within a home, to deliver significant energy savings for homeowners. In addition, the ability to combine Ecobee's cutting-edge technologies and software development expertise with Generac's power generation, energy storage and energy management devices will allow us to create a clean, efficient, and reliable home energy ecosystem and user interface platform capable of connecting to our grid services distributed energy resource management software (DERMS) called Concerto. We also entered the smart water heater controller market in 2021 via the acquisition of

		<p>Apricity Code, an advanced engineering and product design company that has developed certain products which help homeowners reduce energy consumption and utility bills by intelligently managing the timing of a water heater's energy consumption. These Ecobee and Apricity grid edge devices expand our suite of products that can be deployed in grid services applications, offering increased energy savings and economic benefits to a larger segment of the population. We also added IoT propane tank monitoring solutions with the 2021 acquisition of Tank Utility to further optimize propane fuel logistics. This addition expands Generac's connectivity functionality and provides incremental value to our dealers and peace of mind to our liquid propane powered home standby generator owners. We also provide a broad product line of portable and inverter generators that range in size from 800W to 17.5kW. These products serve as an emergency home backup source of electricity and are also used for construction and recreational purposes. Our portable generators are targeted at homeowners, with price points ranging between the consumer value end of the market through the premium homeowner market; at professional contractors, starting at the value end through the premium contractor segment; and at the recreational market with our inverter generator products, which are quieter than traditional portable generators. In addition, we offer manual transfer switches to supplement our portable generator product offering. We provide a broad product line of outdoor power equipment referred to as chore products, which are used in property maintenance applications for larger-acreage residences, commercial properties, municipalities, and farms. These products include trimmers, field and brush mowers, log splitters, stump grinders, chipper shredders, lawn and leaf vacuums, pressure washers and water pumps. We also offer commercial-grade, battery-powered turf care products through Mean Green Products, which was acquired in 2020. In addition to Generac's efforts to expand Mean Green's production and distribution capabilities, this acquisition will help to accelerate the electrification of our higher-powered lineup of chore products. Chore products are largely sold in North America through direct-to-consumer online catalogs, retail hardware stores, and outdoor power equipment dealers primarily under the DR® brand name. Residential products comprised 65.8%, 62.6% and 51.9%, respectively, of total net sales in 2021, 2020 and 2019.</p>	EXHIBIT "C"
11	What are your company's expectations in the event of an award?	Our overall expectations and mission are to work closely with Sourcewell and its members to ensure an expedient entrance into the Buy Sourcewell marketplace. Our number one priority will be to meet customers' expectations and ensure their peace of mind by delivering a quality product and providing an ownership experience unsurpassed by anyone else in the electrical energy power generation equipment industry. Generac understands that an awarded contract is only the first step to success within the Sourcewell marketplace. We expect to earn business by providing exceptional quality products and service solutions to Sourcewell's membership base and agencies through Generac and our extensive distribution network.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please refer to Generac's 2021 annual report and Q2 2022 report for a detailed perspective of our financial strength and stability (Attachment #1 and #2 respectively). Our annual and quarterly reports and all SEC filings are also available at the following link: https://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=0001474735&owner=exclude&count=40 You may also contact our bank for references, see contacts listed below. Paul Hahn, JP Morgan: paul.j.hahn@jpmorgan.com (cash management); Shannon Offen, JP Morgan: Shannon.offen@jpmorgan.com (credit bank). However, anyone requesting a credit reference will be referred to http://www.confirmations.com .	*
13	What is your US market share for the solutions that you are proposing?	Generac references third party EGSA and Frost & Sullivan data. Please refer to Attachment #3 from Frost & Sullivan. Per the last time Frost & Sullivan rolled out market share data in 2019, it estimated Generac's share to be 26.6% in the North America market, putting Generac as one of the two top leaders in generator market share. This data does not allow for the percentages to be broken out between US and Canada; thus, our response is at a North American level. The other major competitors in our stationary generator space were the following market shares: Caterpillar market share is 27.1% Cummins market share is 21.0% Kohler market share is 16.7%	*
14	What is your Canadian market share for the solutions that you are proposing?	Please reference response #13 above.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, we have never petitioned for bankruptcy protection	*

16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Generac is a designer and manufacturer of power generation equipment and other engine powered products.</p> <p>a) is N/A.</p> <p>b) Generac has specific market channels (or business units) to better serve our customers. Those market channels each have their own dedicated executive management team with overall responsibility for the group and a sales team/force that is 100% dedicated to serving the markets they cover. This Generac sales team includes dedicated Regional Business Managers (RBM), dedicated Power Solutions Managers (PSM), and dedicated Inside Sales Representatives (ISR) that work directly with the Industrial Distributors located in the U.S. and Canada.</p> <p>We distribute our products through several distribution channels to increase awareness of our product categories and brands, and to ensure our products reach a broad customer base. This distribution network includes independent industrial distributors, residential dealers, national and regional retailers, e-commerce merchants, electrical and HVAC wholesalers (including certain private label arrangements), catalogs, equipment rental companies and equipment distributors. We also sell direct to certain national and regional account customers, and federal government agencies, which are all supported by over 4,500+ trained generator technicians through our industrial and commercial channels.</p> <p>Generac believes that world-class products deserve the highest level of service and technical support, backed by the highest quality training. Generac requires all our aligned servicing distribution partners to continually update and recertify their service training technicians on a regular basis. This training ensures that technicians will have accurate product knowledge and extensive diagnostic testing experience, allowing them to resolve service matters correctly and in a timely manner.</p> <p>Offering the best technical training in the industry is our mission, both at the factory and in the field. We take pride in the quality of our classes and the caliber of our instructors, as well as the excellence of our certified technicians. Our emphasis on comprehensive service training provides our dealers with confidence and our customers with peace of mind.</p>
17	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Generac maintains all licenses and certifications required and necessary to conduct business within the United States and Canada, including Seismic/OSHPD certification, Enclosure Wind Load certification, and ISO 9001-2015 certification. ISO 9001-2015 specifies requirements for a quality management system when an organization:</p> <p>a) needs to demonstrate its ability to consistently provide products and services that meet customer and applicable statutory and regulatory requirements, and</p> <p>b) aims to enhance customer satisfaction through the effective application of the system, including processes for improvement of the system and the assurance of conformity to customer and applicable statutory and regulatory requirements.</p> <p>We are also an EPA (US Emissions certified), UL (tests and evaluates components and products that allows a certification mark to be placed by the manufacturer), and C-UL/CSA (Canadian version of UL) certified testing lab. Our independent distributors and dealers are also required to maintain all licenses and certifications required and necessary to conduct business within the United States, Canada, and internationally as applicable. The industry specific codes and standards that we design and build our products are found in Attachment 4, along with copies of the certifications listed above.</p>
18	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>N/A, we have not been suspended or debarred.</p>

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	2022 Grid Forward – Grid Innovator Awards 2022 Waukesha County Award: Large Business of the Year 2021 Generac joined the S&P 500 (March 2021) 2021 Edison Awards – Silver: PWRcell solar + storage system 2021 Winner Japan Energy Challenge: Recognizing Excellence in Clean Technology Innovation (Enbala) 2020 RER Innovative Product Award: MLTS LED light tower 2020 ACG Wisconsin Outstanding Corporate Growth Award 2018 Prominent Economic Development Award 2018 High Impact Cleantech Company of the Year (Enbala)	*
20	What percentage of your sales are to the governmental sector in the past three years	For the calendar years 2020-2022, Generac's total government sector sales have been 22%, 24%, and 24% respectively.	*
21	What percentage of your sales are to the education sector in the past three years	For the calendar years 2020-2022, Generac's total education sector sales have been 5%, 6%, and 6% respectively.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Generac Power Systems Inc. currently holds two Sourcewell contracts: Contract 041719 for Construction Equipment: The annual sales volume under this contract over the past three years has averaged \$3.69 million per year. 2020: \$1,773,220 2021: \$1,637,695 2022: \$1,535,636 (YTD, June 30, 2022) Contract 031121 for Ground Maintenance Equipment. Generac was awarded this contract in the middle of 2021 and the total sales volume through June 2022 has been \$1.2 million.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Generac holds GSA Contract GS-07F-0407X. Annual sales volume for this contract is: 2020: \$1,184,515 2021: \$1,304,098 2022: \$ 849,224 (YTD, June 30, 2022)	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Oldham County, Kentucky Fiscal Court	Kevin Nuss, Deputy Judge Executive	502-222-9357	*
City of Highland Heights Fire Department	William Bernhard, Assistant Chief	440-544-251	*
City of Providence, KY WWTP	Terry Rice	270- 667-7332	*
Village of Kimberly	Allyn Dannhoff	920-788-7507, ext. 115	

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
State of Louisiana	Government	Louisiana - LA	IDIQ type state contract for the purchase of generator sets (2 kW to 1 mW) as needed by the state	2kW - 1 mW generators	\$20.2 million	*

Stevenson High School	Education	Illinois - IL	<p>Stevenson High School had an existing power plant that has 3 x 750 kW natural gas generators. A new addition to the building required them to build out that power plant, adding 1500 kW of power. The school is part of a Demand Response program with a local utility that will ask them to go off grid during peak power demands. They needed a third-party paralleling system, Siemens, and the remote radiator.</p> <p>Solution Generac's distributor, Zonatherm, recommended a 1500 kW Modular Power System to meet all the school's needs. They partnered with Wight & Co to create the design and layout of the system. This was the first time Generac was paralleled with a Siemens system.</p>	1500 MPS solution comprised of 2x 750 kW natural gas generators	\$1.2 million	EXHIBIT "C"
Culinary Nutrition Center	Education	Massachusetts - MA	<p>Scope of Project: 3x500 NG system. A new \$21 million culinary and nutrition center opened its doors, offering healthier food options to students. Springfield is the first city in the nation to use federal food service funds in a unique city-school partnership. The city bonded for \$14 million towards the project in order to rehabilitate the warehouse to make it a viable space. The goal of the center is to create jobs and feed fresh, not packaged or processed food, to the kids.</p> <p>Solution ASNE recommended a Generac 1500 kW MPS. The MPS solution consisted of three paralleled 500 kW natural gas generators. Paralleled generators offer redundancy, reliability and flexibility. Generac was able to guarantee that at least one of the three generators would be serving life safety loads in less than ten seconds. Even if one or two units are offline for maintenance, systems will still be supported. The MPS would not have been as successful without the use of natural gas fuel. "We took the need for a large generator for a facility and broke it up into multiple units," said McEvoy. "It brought down the amount of gas needed, it brought down the cost of the project and added the value of redundancy."</p>	1500 MPS solution comprised of 3x 500 kW natural gas generators	\$1.1 million	

University of Utah	Education	Utah - UT	<p>Scope of Project: the University of Utah opened a new multi-tier data center. The 74,000-square-foot facility consolidates seven different stand-alone data centers across the university campus. Ultimately, it is intended to house data from nearly all campus entities, including University of Utah Hospital, and the various academic departments. The current data center is the first phase of a project expected to expand as the university's data needs grow.</p> <p>Solution</p> <p>Originally the specification had required several large, 2-megawatt single-engine generators connected in parallel using traditional switchgear. Such an approach has some drawbacks, largely due to the cost, complexity, space requirements and integration issues associated with traditional paralleled systems. As a result, Generac power solutions manager Curt Gibson and Generac dealer Energy Management Corp. (EMC) believed that a Generac MPS solution would be an ideal alternative for this application. "Generac MPS solutions reduce complexity and costs by eliminating the custom paralleling controls," Gibson said. "That's often a very attractive differentiator. Eliminating external switchgear also meet the noise criteria in the spec (the Gemini units were quieter at the outset than the competitive product) and accommodates future expansion. The five Gemini units on the one bus were installed and commissioned in 2011. The other six units are slated to be installed in the near future as needed. A 22,000-gallon diesel fuel tank serves the five Gemini units, and a separate tank will be installed with the other six units. "From a sheer installation standpoint, it's a lot less expensive. Cheaper to buy, faster and easier to install," said Josh Pettersson, project manager for Wasatch Electric.</p>	5000 kW MPS solution comprised of 5 x MD1000 kW Gemini	\$1.8 million	EXHIBIT "C"
--------------------	-----------	-----------	---	--	---------------	-------------

Santa Clara, CA County Jail	Government	California - CA	<p>The facility already had a 2500 kW generator onsite, but they were in need of a new solution. "The original backup generators for the jail were being demolished, so new exterior grade generators were required," said Jerry Jones, Layton Construction Company. "For a facility of this type, there is no margin of time allowable for zero power."</p> <p>Solution Instead of relying on a single generator during power emergencies, more engineers are recognizing the benefit of paralleled generators. This solution gave them several flexible options including the N+1 protection. A generator system with 1500 kW is what the project requires, but Santa Clara County requested the 2500 kW backup to support future growth. This also gave them the option to repair and maintain the engine and still have onsite power without a portable rental.</p>	2500 kW MPS solution comprised of 2 x MD1000 kW Gemini and 1 x MD500 kW	\$950,000	EXHIBIT "C"
-----------------------------	------------	-----------------	---	---	-----------	-------------

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	<p>Generac has specific market channels (or business units) to better serve our customers. Those market channels each have their own dedicated executive management team with overall responsibility for the group and a sales team/force that is 100% dedicated to serving the markets they cover. The C&I sales group will have overall responsibility for marketing and fulfilling all Sourcewell business. Each individual industrial distributor has their own dedicated Regional Business Manager (RBM), Power Solutions Manager (PSM), and Inside Sales Representative (ISR) that work directly with them. In addition, the C&I business unit has their own dedicated sales engineering team, engineering team, marketing team, and customer service/support team which allows us to focus on the customer while managing their quotes and orders with flexibility, speed, reliability and innovation.</p> <p>In addition, Generac Power Systems has field-based engineering support personnel throughout the United States. These field-based engineering support personnel are made up of both Power Solutions Managers (PSMs) and regional sales managers (RSMs). The PSM's and RSM's reside in strategic locations across the United States and Canada that allow for timely support.</p> <p>The Power Solution Managers are power industry experts. Their primary goal is to support our industrial distributors on technical applications and ensure the right product is used for the right application; this is usually accomplished during the initial phase of our sales process. The PSM's are also used as in-field training instructors where they teach formal and accredited courses that are focused on the power generation industry. These courses are mainly provided to electrical engineering firms within their respective territories; however, the PSMs are available to train or teach other firms/establishments with an interest in power generation.</p>

27	Dealer network or other distribution methods.	Our industrial distribution network consists of a combination of primary distributors that cover a particular region, as well as a network of support dealers serving the North American market. Our industrial distributors are contracted with Generac to solely represent Generac and its products, so they are focused 100% on sales distribution, delivery, and service of our equipment and products. These distributors have a collective salesforce of over 250+ people covering all 50 US states and Canadian providences. Over the past five years, we have expanded our dealer network through acquisitions and organic means, in order to increase our sales and service opportunities. Additionally, in 2020, we acquired our industrial distributor in northern California to give us direct coverage of the west coast of the United States and accelerate our sales and service efforts in this part of the country. The industrial distributors and support dealers provide industrial and commercial end users with ongoing sales, project consulting and management, installation, service and product support. Our industrial distributors and dealers help maintain the local relationships with commercial electrical contractors, specifying engineers and national account regional buying offices. Generac and their distributor partners also sell to certain Engineering, Procurement and Construction (EPC) companies and other companies that specialize in managing more complex power generation projects, including microgrid projects and Energy-as-a-Service applications.	EXHIBIT "C"
28	Service force.	Generac employs inside trained technical service representatives with the primary responsibility of supporting our distributors and dealers across the U.S. and Canada. Generac's Commercial & Industrial Technical Service Organization is made up of trained technicians whose primary responsibility is to support our Industrial Dealer network. They provide technical phone support 24/7/365 for the Industrial Distributor technicians who are actively servicing the Generac Product. See Figure 1 attached for technician coverage within the 48 contiguous states (Generac also has sales/service coverage in both Hawaii and Alaska). Generac covers North America with 30 Industrial dealers that have certified and trained generator technicians on Industrial/Commercial generators. Our dedicated dealer service network includes over 10,000 trained generator technicians across all market channels as well as 400+ qualified engine service technicians. The majority of the distributor technicians all have company vehicles they drive home each night ready for emergency calls 24/7/365.	
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Generac follows a typical business-to-business and government-to-business procedure for order processing. In partnership with the distributor, the sales team will provide Sourcewell contract pricing to the Sourcewell/Canoe member. Orders by Sourcewell/Canoe members can be placed either direct to the Generac Government Account Manager, or through the local Generac distributor. The order will be reviewed by an internal sales team member, then entered and processed through our system. An order confirmation and estimated ship date will be provided back to the distributor and Sourcewell/Canoe member. Generac will invoice the Sourcewell/Canoe member direct for orders that are submitted direct to the Government Account Manager. If the order is placed through the Generac Distributor, an invoice will be issued to the Sourcewell/Canoe member from the Generac Distributor. All Sourcewell/Canoe orders will be coded in our internal system so that sales reports can be tracked, and a quarterly administrative fee can be calculated and paid to Sourcewell.	
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Generac offers its customers support 24/7/365. Internally we have dedicated employees in the areas of sales administration, order management, freight resolution, customer support, and technical support, and we maintain a 24-hour customer service hotline. Generac's internal customer support team is comprised of over 50 team members that field an average of 1500 customer calls per day. The Commercial & Industrial distributors work directly with our internal customer support team to answer customer questions and/or resolve customer issues related to our fielded products and services. Our distributor network serves many mission critical customers such as hospitals, nursing homes, and data centers that demand immediate response times. Our distributor network is strategically located to provide customers the quickest onsite support when in the time of need. Our distributor network's target is to respond to emergency calls within two hours. Our distribution then prioritizes health and safety of specific jobs.	
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We are more than willing and able to provide our offered products and services to Sourcewell member agencies in the United States. With a vast network of over 8,000 independent dealers, and over 10,000 trained dealer technicians across all market channels, we are ready and able to serve all Sourcewell entities in North America.	

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Generac is more than willing and able to provide our offered products and services to Sourcewell member agencies in Canada. Generac has a market presence in Canada with a strong distribution network already in place. One of Generac's largest industrial distributors, Total Power, has locations in Ontario, Alberta, Nova Scotia, and British Columbia. Generac also has other distributors located in Saskatchewan, Manitoba, and Quebec.	EXHIBIT "C"
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Our extensive dealer networks cover all of North America including Alaska and Hawaii.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Our extensive dealer networks cover all of North America including Alaska and Hawaii.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Our extensive dealer networks cover all of North America, Alaska, Hawaii, and U.S. Territories. At this time there are no specific contract requirements or restrictions that would apply to these participating entities.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Generac's marketing strategy for a Sourcewell contract would consist of the following:</p> <p>Generac Internal and Dealer Communications</p> <ul style="list-style-type: none"> • Develop a comprehensive launch package for Generac dealers that includes a Sourcewell overview including key positioning points, Sourcewell-Generac agreement highlights, pricing overview, and Sourcewell Membership information. • Communicate broadly to Generac dealers via our partner communication channels regarding the scope/availability of the Sourcewell-Generac agreement. • Host webinars with Generac Dealers and Sourcewell representatives to review the agreement, terms, membership specifics, Sourcewell marketing/sales support, and key targets by region. • Establish a regular cadence of communication between Generac and Sourcewell Contract Administrator to include frequency of business reviews, protocols for communication engagement between Sourcewell, Generac, and Generac dealers. • Post summary information of the Sourcewell-Generac relationship on our public website. Complete agreement information including pricing, terms, Member information, and dealer Participation Letters will be loaded to the Generac PowerNet intranet site. <p>Generac External Communications</p> <ul style="list-style-type: none"> • Work collaboratively with Sourcewell to craft and deploy press release statements regarding our new agreement and who can utilize moving forward. • Work proactively with Sourcewell to craft relevant co-branded marketing materials that elaborate on the nature of our relationship, the scope of our agreement, and the process by which clients may procure Generac products and solutions through the Sourcewell-Generac agreement. Please review Attachment 5, 5A, 5B, and Attachments 12-14 for samples of our marketing materials. • Generac will continue to regularly attend national, regional, and supplier-specific trade shows and expos on an annual basis to grow awareness and business within the segment. • We will work collaboratively with Sourcewell to develop relevant promotional materials that will help both Generac and dealer sales representatives' best position Sourcewell and the value of the Sourcewell-Generac agreement to prospective clients in the sectors Sourcewell serves. • Generac will create a Sourcewell-specific page on our external website which contains all the information relevant to the agreement between Generac and Sourcewell – https://www.generacmobileproducts.com/sourcewell • Generac will work collaboratively with Sourcewell post-award to develop a list of priority accounts and project opportunities based on the current Sourcewell Membership list. We will also follow up on all leads provided by Sourcewell in a timely way. Generac has an assortment of branded sales materials, including brochures, cut sheets, and technical specification documents with which we market and promote our offering to key industry sectors. A few of those are included and most are available electronically, 24/7 via www.Generac.com.

37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Generac engages with customers through an omni-channel digital marketing strategy, allowing customers to interact with us through a variety of different platforms including our website, Google listings, mobile applications, social media tools, and our award-winning project specification tool Power Design Pro™. We use data to help personalize journeys for our customers, ensuring we are compliant along the way. This, in conjunction with our proprietary digital management tools, provides a comprehensive digital experience for our customers.</p> <p>The specific government homepage on our public site provides valuable information to prospective customers looking for Electrical Energy Power Generation solutions and Sourcewell. Similarly, the Generac PowerNet intranet site and Marketing-On-Demand partner software platform provides even more specific information to our Generac and dealer sales force, giving them tools they need to serve our Sourcewell sector customers using the Sourcewell contract. Marketing a new Sourcewell contract would include using Generac's social media accounts to provide the broadest possible reach. These platforms allow us to learn, collaborate and share broadly with a growing audience using technology as a primary source of information.</p> <p>Social Media Generac uses a suite of social media outlets to ensure we reach our customers 24/7 using their communication vehicle of choice. These outlets include: Facebook LinkedIn YouTube Instagram</p> <p>Reference Sites https://www.generacmobileproducts.com/sourcewell https://www.generacmobileproducts.com/products/government-military https://www.generac.com/gsa https://www.generac.com/Industrial/industrial-solutions/municipal https://www.generac.com/Industrial/industrial-solutions/education https://www.generac.com/Industrial/industrial-government</p>	EXHIBIT "C" *
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We perceive Sourcewell as playing a key role in providing opportunities to communicate with current and new Sourcewell Members. Opportunities could include e-mail blasts, direct marketing, newsletters, tradeshow and advertising. We envision having a presence on the Sourcewell website with links to relevant sales and marketing contacts. We would also offer Sourcewell the opportunity to participate in the joint sales force rollout campaign that we described in question number 36 above.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Generac's GSA contract utilizes an e-procurement system through the GSA e-buy portal. Our distributors and National Accounts can also order using our E-procurement portal. For Sourcewell/Canoe Members, Generac would incorporate the use of Sourcewell's new E-procurement system (Buy Sourcewell) into their ordering process.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *
-----------	----------	------------

40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Generac offers various types of optional training and services for our customers through our Professional Development Seminar Series (PDSS) which includes:</p> <ul style="list-style-type: none"> a. Onsite Product Training – Industrial Distributor/Generac b. Product Maintenance Training – Industrial Distributor /Generac c. Product Application Training - Industrial Distributor / Generac d. Generator Sizing – Industrial Distributor / Generac e. Generator Switching - Industrial Distributor / Generac f. Paralleling Concepts and Implementation - Industrial Distributor / Generac g. Generator Reliability - Industrial Distributor / Generac h. National Electric Code - Industrial Distributor / Generac i. UL Listing & NFPA Standards - Industrial Distributor / Generac j. Engines & Alternators - Industrial Distributor / Generac k. Generator Controls - Industrial Distributor / Generac l. Creating Performance Based Specifications - Industrial Distributor / Generac m. Emissions - Industrial Distributor / Generac <p>Generac's Professional Development Seminar Series was designed specifically for practicing engineers/customers who wish to expand their understanding of current technologies, sizing, codes & standards, switching technologies and reliable design characteristics surrounding power systems.</p> <p>Participants who successfully complete an individual seminar and achieve a passing score on the associated final assessment will be awarded Professional Development Hours (PDH) and Continuing Education Units (CEU). This also allows for engineers/customers to expand their knowledge of power generation systems.</p> <p>These PDSS training sessions are optional and can be administered by either our local distributor or a Generac sales team member. Please see Attachment 5 For the list of optional training and service seminars.</p>	EXHIBIT "C" *
41	Describe any technological advances that your proposed products or services offer.	<p>Generac is a leader in the industry for offering technologically advanced products. With more and more companies seeking to reduce their carbon footprints, the challenges of producing cost effective and environmentally friendly generators have been met head on at Generac. We are the leader in gaseous-fueled choices within the market and offer the most competitive total cost of ownership in the industry.</p> <p>Generac control panel platforms are designed and built to improve reliability and prolong sustainability across various climate conditions. Generac's generator control platforms include automotive type sealed watertight connections to resist water intrusion and corrosion build up. In addition, we utilize 4-20 milliamp senders for easy trouble shooting and serviceability. Our control panel platform includes predictive maintenance notifications providing reminders to perform routine maintenance for the preservation of the life of the generator.</p> <p>Generac is the founder of integrated generator paralleling, known as Generac's Modular Paralleling Systems (MPS.) MPS changed the industry by integrating the paralleling controls and switching onto the generator itself verses utilizing complex and expensive 3rd party switch gear. MPS can be powered by either diesel, Bi-Fuel, or Natural Gas, and is appropriate for numerous types of businesses including hospitals, airports, office buildings, schools, and data centers. The MPS has a reliability rate of up to 99.9999% and is more cost effective and flexible than single generator sets with the same load capacity.</p> <p>We also design, engineer and manufacture the 1 MW Gemini "Twin Pack," which incorporates two 500 kW generators within a single enclosure. Its footprint is 20% smaller than a single 1 MW unit and has the same installation cost. The Gemini provides built-in redundancy for superior system reliability and scalability along with load shedding capabilities.</p> <p>Bi-Fuel systems run on a combination of diesel fuel and natural gas, extending the run time of the onsite diesel fuel by up to 75 percent reducing the amount of diesel fuel required to run.</p>	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Generac's "green" initiatives are included in attachment 6, Environmental, Social, and Governance (ESG) report.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Generac is currently marketing the use of HVO (Hydrotreated Vegetable Oil) / Renewable Diesel support in our Diesel products.	*

44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Generac Power Systems, Inc. is classified as large business. However, many of our Industrial Distributors and sub-dealers within North America are classified as small businesses while some are further classified and/or certified as Women-Owned Small Business, Veteran-Owned Small Business, SWAM certified, HUB, and minority woman owned. Small business partners include, but are not limited to: Kelly Generators, small business; Federal Contractors Corp, Service-Disabled Veteran-Owned and HUBZone small business; ARCCO, small business; Wolverine, small business; ACF Standby Systems, small business; Huntington Power, woman-owned small business. We have included examples of their certifications for reference, please see Attachment 7, Small Business Certifications.	EXHIBIT "C"
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Generac is the only generator manufacturer that primarily focuses on power generation. Generac provides standby, portable and mobile generators with broad capabilities across the government, industrial, light-commercial, and residential markets. We believe that our engineering capabilities and core focus on generators provides manufacturing flexibility and enables us to maintain a first-mover advantage over our competition for product innovation. We also believe our broad product offerings, diverse distribution model, and strong factory support provide additional advantages. We strive to find the best possible way to provide the greatest return on investment for our customers.	

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	All products include a Limited Warranty, as defined in the product warranty statements, and cover defects in design and workmanship for the defined period. Please refer to Attachment 8 to review our warranty policies for claim procedures, specific qualifying coverages, conditions, and requirements. Normal maintenance items (i.e., oil filters, air filters, etc.) and/or wear items (i.e., brake pads, light bulbs, etc.) are not covered, as set forth in the warranty statements. Generac also offers optional warranty policies up to 10 years.
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Our basic warranties are comparable with industry standards. Please refer to attached warranty statements in Attachment 8 for specific coverages according to product lines.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Generac's basic/ standard warranties cover technicians' travel and mileage and warranty repairs for a total of 2 years. Generac also offers optional extended warranties which last up to 10 years that also cover repairs, travel and mileage. Please refer to attached warranty statements in Attachment 8 for specific coverages according to product lines.
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Generac has certified technicians in all regions of North America.
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All Generac products offered under this RFP and subsequent contract will be covered under Generac's warranty policies.
51	What are your proposed exchange and return programs and policies?	Generac may choose to repair, replace, or refund a piece of equipment in its sole discretion. The determination to repair, replace or refund is reviewed on a case-by-case basis.
52	Describe any service contract options for the items included in your proposal.	Generac Service/maintenance contract options depend upon the type of product procured and the application it will be used. Service/maintenance agreements are available as open market or sourced services and can be quoted on a case-by-case basis.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	<p>Generac's standard payment terms are NET 30 days, subject to review and approval by our Credit Dept. Under certain situations Generac will consider alternate terms. Generac's standard terms and conditions are list below.</p> <p>Net 30 days, subject to review and approval by our Credit Dept. Payment obligations are not dependent or contingent upon the manner in which purchaser may receive payment from others. No retainage against this order will be permitted unless agreed to ahead of time. Warranty is invalid without factory start up. Startup will be done during normal business hours. Additional charges will be applied to start-ups requested on weekends or off normal business hours.</p>	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Generac offers financing options through Wells Fargo.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	<p>Generac will use their standard quote forms, as applicable, to provide a comprehensive quotation with pricing and submittal documents to Sourcewell/Canoe participating entities. This standard form provides detailed information on the equipment being quoted (see attachment 9). Our standard terms and conditions are referenced on the form. The quote reference number can be easily used to convert the quote into an order in our system, thus minimizing the number of documents a Sourcewell/Canoe entity needs to complete to place an order.</p> <p>Our standard account set up form will also be used to establish an account in our system for any new Sourcewell/Canoe entity if they choose to order direct from Generac. Please see attachment 10 for a sample of this document.</p>	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, we accept P-cards as a form of payment. There is no additional cost to Sourcewell Members for using this process.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Generac Power Systems is using a line-item discount model. MSRP is determined and then a percentage off that will be applied at the line-item level. Please refer to our attached product pricing sheets in attachment 11.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Pricing discounts are approximately 27% - 50% off MSRP depending on product line. Please see product pricing sheets in Attachment 11.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Quantity or volume discounts can be offered on a case-by-case basis.	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Any "sourced" or "Open Market" item would be quoted and priced at a percentage off standard MSRP list pricing.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Total costs associated with the purchase of our products are covered in our pricing matrix. Total cost for contracted items NOT included in our pricing include start-up, standard user training, and freight charges. Freight charges will be defined during the procurement process based on delivery location and quantity of units.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Generac ships from various plant locations, depending upon the products ordered. We contract with dedicated carriers who can also consolidate shipments to maximize cost savings for the customer. Our carriers also have shipment yards where they can hold units at the customer's cost if a customer encounters unforeseen site problems where it is necessary to delay delivery of the unit. Shipping costs are a separate line item and will be determined at time of procurement based on delivery location and quantity of products shipping to location. Generac's intent is to ensure freight charged is accurate, competitive and fair to the Sourcwell member.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Generac ships from various plant locations, depending upon the products ordered. We contract with dedicated carriers who can also consolidate shipments to maximize cost savings for the customer. Our carriers also have shipment yards where they can hold units at the customer's cost if a customer encounters unforeseen site problems where it is necessary to delay delivery of the unit.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Generac contracts with dedicated carriers who can consolidate shipments to maximize cost savings for the customer. Our carriers also have shipment yards where they can hold units at the customer's cost if a customer encounters unforeseen site problems where it is necessary to delay delivery of the unit.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Because Sourcewell pricing is preferential, all distributors will need to obtain pricing from the Generac Inside Sales Team. All quotations will be coded internally so when an order is placed our system captures the data. All purchase orders will be submitted to our Generac designated account manager for review prior to being sent to our dedicated order management team for processing. Our order management team will audit all orders to confirm they are coded correctly to ensure compliance with the contract. Any errors found by either the Generac designated account manager or the order management team will be relayed to the Sourcewell member with a request for a corrected PO. Generac or its distributor will invoice the Sourcewell member once their order ships and/or all other work such as startup and/or training is completed. Quarterly sales reports will be generated based on the internal coding for Sourcewell orders and the quarterly administrative fee will be calculated and paid accordingly.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Generac will apply the principles of our Supplier Relationship Management plan (SRM) that we use with all channel partners, please refer to attachment 15 for a copy of this plan. In addition to this, Generac will use several internal metrics to measure our contract success. This includes but may not be limited to tracking total dollars being quoted; total quotes being generated; calculating the win rate on quotes generated; and calculating the total dollars ordered.
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Generac will offer a 3.0% administrative fee under this RFP and subsequent contract.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Our product offerings as related specifically to the scope of the Electrical Energy Power Generation with Related Parts, Supplies, and Services RFP include stationary standby gaseous (LP Vapor/LP Liquid/Natural Gas/Well Gas) and diesel/Bi-Fuel generators ranging in size from 10 kW up to 2000 kW for single units; up to 12 Mega Watt for MPS systems; 3 kW to 17 kW for portable electrical generators, 7 kW to 150 kW for our residential backup/standby generator sets; 8 kW to 500 kW for our mobile (trailer or skid mounted) generators, 2 kW to 20 kW on our light towers; 100 - 5000 amp automatic transfer switches with NEMA1, NEMA3R, NEMA4X and NEMA12 enclosures and several transition options. In addition, we also offer generator-related design, installation, maintenance, and repair services. Please refer to attachment 12, The Generac Advantage Brochure, as well as attachments 13- 14 to review all the products and services we can offer Sourcewell/Canoe members.
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<ul style="list-style-type: none"> a. Generator b. Genset c. Standby Emergency Generators and Generator Sets d. Stationary Standby Emergency Generators and Generator Sets e. Prime Powered Generators and Generator Sets f. Diesel Generators g. Natural Gas Generators h. LP Generators i. Bi-Fuel Generators j. Modular Power Systems (MPS) k. Gemini® l. Home Standby Generators m. Portable Generators n. Mobile Generators o. Mobile Light Towers p. Trailer Mounted Generators q. Skid Mounted Mobile Generators r. Trailer Mounted Light Towers s. Transfer Switches: <ul style="list-style-type: none"> i. Open w/Service Entrance Rated ii. Closed iii. Closed w/Service Entrance Rated iv. Bypass Open v. Bypass Closed vi. Open vii. Open-Manual Transfer Switch

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
71	Stationary electrical generation systems, backup or standby generator sets, mobile and ground power units, and trailer mounted generators	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please see Attachment 13 for details on the products Generac is offering under this RFP.
72	Parts and accessories, including enclosures, fuel tanks, automatic transfer switches, paralleling equipment, switch gears, connection boxes, controls, alarm modules, batteries, block heaters, and networking tools	<input checked="" type="radio"/> Yes <input type="radio"/> No	Generac's offerings include enclosures, fuel tanks, automatic transfer switches, paralleling equipment, controls, batteries, block heaters, and other accessories.
73	Related services, including design, customization, engineering, commissioning, installation, delivery, maintenance, repair, training and operation, service and maintenance agreements, decommissioning and repurposing, custom shop work, and rental services	<input type="radio"/> Yes <input checked="" type="radio"/> No	Due to endless number of variables that can be specific to any one project and/or job site, these related services would need to be separately priced and can be offered as open market services.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Attachment 11 Industrial & Mobile Price List- Sourcewell.xlsx - Thursday September 22, 2022 10:17:13
 - [Financial Strength and Stability](#) - Attachment 1 & 2 Financial Strength and Stability.pdf - Wednesday September 21, 2022 17:06:05
 - [Marketing Plan/Samples](#) - Sourcewell Proposed Marketing Plan with Samples-Attach 5,5A,5B,12,13,14.pdf - Thursday September 22, 2022 09:43:33
 - [WMBE/MBE/SBE or Related Certificates](#) - Attachment 7 Small Business Certifications.pdf - Wednesday September 21, 2022 17:20:54
 - [Warranty Information](#) - Attachment 8 Warranties.pdf - Wednesday September 21, 2022 17:20:05
 - [Standard Transaction Document Samples](#) - Attachment 9 & 10 Transaction Document Samples.pdf - Wednesday September 21, 2022 17:34:38
 - [Upload Additional Document](#) - Cover Letter with Attachments 3,4,6,15 & Fig 1.pdf - Thursday September 22, 2022 09:44:12

Addenda, Terms and Conditions**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Lynn Jones, Account Manager II - Government Sales, Generac Power Systems Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Electrical_Energy_Power_Generation_Equipment_RFP_092222 Fri September 9 2022 09:10 AM	<input checked="" type="checkbox"/>	1
Addendum_3_Electrical_Energy_Power_Generation_Equipment_RFP_092222 Tue September 6 2022 02:37 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Electrical_Energy_Power_Generation_Equipment_RFP_092222 Wed August 31 2022 07:52 AM	<input checked="" type="checkbox"/>	1
Addendum_1_Electrical_Energy_Power_Generation_Equipment_RFP_092222 Wed August 10 2022 11:35 AM	<input checked="" type="checkbox"/>	1

RESOLUTION NO. 8287

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO,
CALIFORNIA, AMENDING THE BUDGET FOR FISCAL YEAR 2023-2024
ADOPTED ON JUNE 20, 2023, REGARDING ADDITIONAL FUNDING FOR
THE UPPER RESERVOIR REPLACEMENT PROJECT**

WHEREAS, the City Council has received and considered the proposed adjustment to the budget for Fiscal Year 2023-2024, commencing July 1, 2023, and ending June 30, 2024; and

WHEREAS, the City Council has determined that it is necessary to amend the revenues and expenditures of the current City budget; and

WHEREAS, an annual budget for the City of San Fernando for Fiscal Year beginning July 1, 2023 and ending July 30, 2024, a copy of which is on file in the City Clerk's Office, was adopted on June 20, 2023.

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

SECTION 1. The following adjustments are made to the City Budget:

AMERICAN RESCUE PLAN ACT (ARPA) FUNDS – FOR THE UPPER RESERVOIR REPLACEMENT PROJECT

Decrease in Expenditures	
121-385-3689-4600	\$150,000

Increase in Expenditures	
121-390-3648-4500	\$150,000

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

PASSED, APPROVED, AND ADOPTED THIS 20th day of February, 2024.

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. 8287 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 20th day of February, 2024, 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 February, 2024.

Julia Fritz, City Clerk

SD100 | 6.7L | 100 kW

INDUSTRIAL DIESEL GENERATOR SET

EPA Certified Stationary Emergency

GENERAC® | **INDUSTRIAL POWER**

Standby Power Rating

100 kW, 125 kVA, 60 Hz

Prime Power Rating*

90 kW, 113 kVA, 60 Hz



*EPA Certified Prime ratings are not available in the US or its Territories

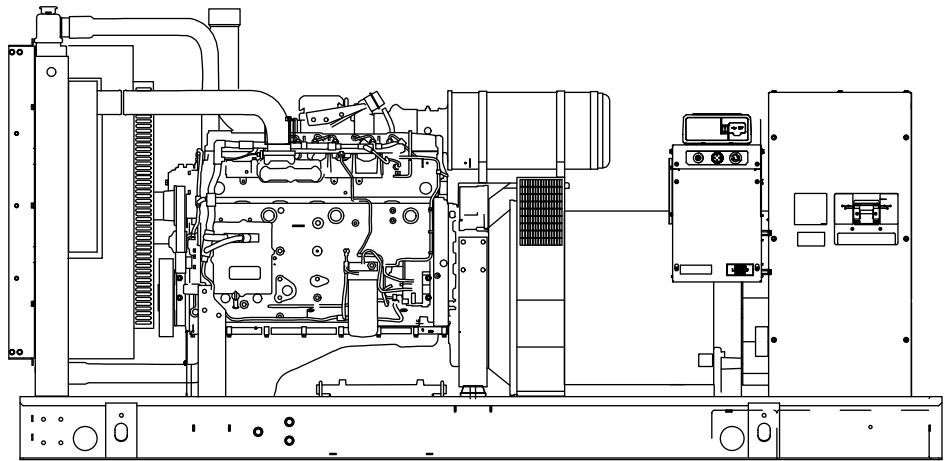


Image used for illustration purposes only

Codes and Standards

Not all codes and standards apply to all configurations. Contact factory for details.



UL2200, UL6200, UL1236, UL489, UL142



CSA C22.2, ULC S601



BS5514 and DIN 6271



SAE J1349



NFPA 37, 70, 99, 110



NEC700, 701, 702, 708



ISO 3046, 7637, 8528, 9001



NEMA ICS10, MG1, 250, ICS6, AB1



ANSI C62.41



IBC 2009, CBC 2010, IBC 2012, ASCE 7-05, ASCE 7-10, ICC-ES AC-156 (2012)

Powering Ahead

For over 60 years, Generac has provided innovative design and superior manufacturing.

Generac ensures superior quality by designing and manufacturing most of its generator components, including alternators, enclosures and base tanks, control systems and communications software.

Generac gensets utilize a wide variety of options, configurations and arrangements, allowing us to meet the standby power needs of practically every application.

Generac searched globally to ensure the most reliable engines power our generators. We choose only engines that have already been proven in heavy-duty industrial applications under adverse conditions.

Generac is committed to ensuring our customers' service support continues after their generator purchase.

SD100 | 6.7L | 100 kW

INDUSTRIAL DIESEL GENERATOR SET

EPA Certified Stationary Emergency

GENERAC® | **INDUSTRIAL
POWER**

STANDARD FEATURES

ENGINE SYSTEM

- Oil Drain Extension
- Heavy Duty Air Cleaner
- Level 1 Fan and Belt Guards (Open Set Only)
- Stainless Steel Flexible Exhaust Connection
- Factory Filled Oil and Coolant
- Radiator Duct Adapter (Open Set Only)
- Engine Coolant Heater
- Critical Silencer

Fuel System

- Fuel Lockoff Solenoid
- Primary Fuel Filter

Cooling System

- Closed Coolant Recovery System
- UV/Ozone Resistant Hoses
- Factory-Installed Radiator
- Radiator Drain Extension
- 50/50 Ethylene Glycol Antifreeze

Electrical System

- Battery Charging Alternator
- Battery Cables
- Battery Tray
- Rubber-Booted Engine Electrical Connections
- Solenoid Activated Starter Motor

ALTERNATOR SYSTEM

- UL2200 GENprotect™
- 12 Leads (3-Phase, Non 600V)
- Class H Insulation Material
- Vented Rotor
- 2/3 Pitch
- Skewed Stator
- Auxiliary Voltage Regulator Power Winding
- Brushless Excitation
- Sealed Bearing
- Automated Manufacturing (Winding, Insertion, Lacing, Varnishing)
- Rotor Dynamically Spin Balanced
- Amortisseur Winding
- Full Load Capacity Alternator
- Protective Thermal Switch

GENERATOR SET

- Internal Genset Vibration Isolation
- Separation of Circuits - High/Low Voltage
- Separation of Circuits - Multiple Breakers
- Wrapped Exhaust Piping
- Standard Factory Testing
- 2 Year Limited Warranty (Standby Rated Units)
- 1 Year Limited Warranty (Prime Rated Units)
- Silencer Mounted in the Discharge Hood (Enclosed Units Only)

ENCLOSURE (If Selected)

- Rust-Proof Fasteners with Nylon Washers to Protect Finish
- High Performance Sound-Absorbing Material (Sound Attenuated Enclosures)
- Gasketed Doors
- Upward Facing Discharge Hoods (Radiator and Exhaust)
- Stainless Steel Lift Off Door Hinges
- Stainless Steel Lockable Handles
- RhinoCoat™ - Textured Polyester Powder Coat Paint

FUEL TANKS (If Selected)

- UL 142/ULC S601
- Double Wall
- Vents
- Sloped Top
- Sloped Bottom
- Factory Pressure Tested - 2 psi
- Rupture Basin Alarm
- Fuel Level
- Check Valve In Supply and Return Lines
- RhinoCoat™ - Textured Polyester Powder Coat Paint
- Stainless Steel Hardware

CONTROL SYSTEM



Power Zone® 410 Controller

Features

- Programmable Auto Crank
- Selectable Low Speed Exercise
- RS-232 x2
- RS-485 x2
- All-Phase Sensing Digital Voltage Regulator
- Time
- Date
- On/Off/Manual Switch
- Not in Auto Flashing Light
- Emergency Stop
- Modbus® RTU
- Remote Ports

- CANbus
- Full Range Standby Operation
- 3-Phase AC Volts
- 3-Phase Amps
- kW
- Power Factor
- Ruptured Tank Detection
- Auxiliary Shutdown Switch
- Remote Communications
- Compatible with NFPA 110, Level 1 or 2 (When Optional Modules Selected)
- Line Power/Gen Power
- I²T Function for Full Generator Protection

Full System Status Display

- Multilingual 128x64 Graphical Display with Heater
- Easy Status View LED Screen
- Full System Status
- Run Hours
- Service Reminders
- Fault History (Alarm Log)
- Oil Pressure
- Oil Temperature Indication and Alarm
- Oil Level (Optional/When Equipped)
- Output for Fuel Level High/Low Warning
- Water Temperature

- Water Level
- Fuel Pressure/Level
- Engine Speed
- Battery Voltage
- Alternator Frequency

Alarms and Warnings

- Common Alarm Output

SD100 | 6.7L | 100 kW

INDUSTRIAL DIESEL GENERATOR SET

EPA Certified Stationary Emergency

GENERAC® | **INDUSTRIAL
POWER**

CONFIGURABLE OPTIONS

ENGINE SYSTEM

- Oil Heater
- Level 1 Fan and Belt Guards (Enclosed Units Only)
- Air Filter Restriction Indicator
- Radiator Stone Guard

FUEL SYSTEM

- Flexible Fuel Line - NPT Connection

ELECTRICAL SYSTEM

- 10A UL Listed Battery Charger
- Battery Warmer

ALTERNATOR SYSTEM

- Alternator Upsizing
- Anti-Condensation Heater
- Tropical Coating
- Permanent Magnet Excitation

CIRCUIT BREAKER OPTIONS

- Main Line Circuit Breaker
- 2nd Main Line Circuit Breaker
- Shunt Trip and Auxiliary Contact
- Electronic Trip Breakers

GENERATOR SET

- Extended Factory Testing
- IBC Seismic Certification
- 8 Position Load Center
- Spring Vibration Isolators
- Pad Vibration Isolators

ENCLOSURE

- Level 0 Sound Attenuated
- Level 1 Sound Attenuated
- Level 2 Sound Attenuated
- Level 2 Sound Attenuated with Motorized Dampers
- Steel Enclosure
- Aluminum Enclosure
- Up to 200 MPH Wind Load Rating (Contact Factory for Availability)
- AC/DC Enclosure Lighting Kit
- Enclosure Heater

FUEL TANKS (Size On Last Page)

- 8 in (203.2 mm) Fill Extension
- 13 in (330.2 mm) Fill Extension
- Overfill Protection Valve
- Return Hose
- Tank Risers
- 90% Fuel Level Switch and Alarm
- 12 in (304.8 mm) Vent System
- Fire Rated Stainless Steel Fuel Hose

CONTROL SYSTEM

- NFPA 110 Compliant 21-Light Remote Annunciator
- Remote Relay Assembly (8 or 16)
- Remote E-Stop (Break Glass-Type, Surface Mount)
- Remote E-Stop (Red Mushroom-Type, Surface Mount)
- Remote E-Stop (Red Mushroom-Type, Flush Mount)
- 100 dB Alarm Horn
- Ground Fault Annunciation
- 120V GFCI and 240V Outlet
- 10A Engine Run Relay
- Damper Alarm Contact (with Motorized Dampers Only)

WARRANTY

- 2 Year Extended Limited Warranty
- 5 Year Limited Warranty
- 5 Year Extended Limited Warranty
- 7 Year Extended Limited Warranty
- 10 Year Extended Limited Warranty

ENGINEERED OPTIONS

ENGINE SYSTEM

- Coolant Heater Ball Valves
- Fluid Containment Pan

CONTROL SYSTEM

- Spare Inputs (x4) / Outputs (x4)
- Battery Disconnect Switch

ALTERNATOR SYSTEM

- 3rd Breaker System

GENERATOR SET

- Special Testing

FUEL TANKS

- UL2085 Tank
- Special Fuel Tanks

SD100 | 6.7L | 100 kW

INDUSTRIAL DIESEL GENERATOR SET

EPA Certified Stationary Emergency



APPLICATION AND ENGINEERING DATA

ENGINE SPECIFICATIONS

General	
Make	Iveco/FPT
EPA Emissions Compliance	Stationary Emergency
EPA Emissions Reference	See Emission Data Sheet
Cylinder #	6
Type	In-Line
Displacement - in ³ (L)	408.86 (6.7)
Bore - in (mm)	4.09 (104)
Stroke - in (mm)	5.2 (128)
Compression Ratio	16.5:1
Intake Air Method	Turbocharged/Aftercooled
Cylinder Head Type	2-Valve
Piston Type	Aluminum Alloy
Crankshaft Type	Forged Steel
Engine Governing	
Governor	Electronic Isochronous
Frequency Regulation (Steady State)	±0.25%
Lubrication System	
Oil Pump Type	Gear
Oil Filter Type	Full Flow
Crankcase Capacity - qt (L)	18 (17)

Cooling System	
Cooling System Type	Closed Recovery
Water Pump Type	Belt Driven Centrifugal
Fan Type	Pusher
Fan Speed - RPM	2,538
Fan Diameter - in (mm)	23.6 (599)

Fuel System	
Fuel Type	Ultra Low Sulfur Diesel Fuel #2
Fuel Specifications	ASTM
Fuel Filtering (Microns)	5
Fuel Pump Type	Engine Driven Gear
Injector Type	Mechanical
Fuel Supply Line - in (mm)	0.5 (12.7) NPT
Fuel Return Line - in (mm)	0.5 (12.7) NPT

Engine Electrical System	
System Voltage	12 VDC
Battery Charger Alternator	Standard
Battery Size	See Battery Index 0161970SBY
Battery Voltage	12 VDC
Ground Polarity	Negative

ALTERNATOR SPECIFICATIONS

Standard Model	K0100124Y21
Poles	4
Field Type	Revolving
Insulation Class - Rotor	H
Insulation Class - Stator	H
Total Harmonic Distortion	<3% (3-Phase Only)
Telephone Interference Factor (TIF)	< 50

Standard Excitation	Synchronous Brushless
Bearings	Single Seated Cartridge
Coupling	Direct via Flexible Disc
Prototype Short Circuit Test	Yes
Voltage Regulator Type	Digital
Number of Sensed Phases	All
Regulation Accuracy (Steady State)	±0.25%

SD100 | 6.7L | 100 kW

INDUSTRIAL DIESEL GENERATOR SET

EPA Certified Stationary Emergency

GENERAC® | **INDUSTRIAL POWER**

OPERATING DATA

POWER RATINGS

		Standby
Single-Phase 120/240 VAC @1.0pf	100 kW	Amps: 417
Three-Phase 120/208 VAC @0.8pf	100 kW	Amps: 347
Three-Phase 120/240 VAC @0.8pf	100 kW	Amps: 301
Three-Phase 277/480 VAC @0.8pf	100 kW	Amps: 150
Three-Phase 346/600 VAC @0.8pf	100 kW	Amps: 120

MOTOR STARTING CAPABILITIES (skVA)

skVA vs. Voltage Dip			
277/480 VAC	30%	208/240 VAC	30%
K0100124Y21	227	K0100124Y21	171
K0130124Y21	327	K0130124Y21	327
K0150124Y21	326	K0150124Y21	244
K0200124Y21	478	K0200124Y21	361

FUEL CONSUMPTION RATES*

Fuel Pump Lift - ft (m)		Diesel - gph (Lph)	
		Percent Load	Standby
3 (1)		25%	2.2 (8.3)
		50%	4.2 (15.9)
Total Fuel Pump Flow (Combustion + Return) - gph (Lph)		75%	5.9 (22.3)
29.1 (110.2)		100%	7.3 (27.6)

* Fuel supply installation must accommodate fuel consumption rates at 100% load.

COOLING

		Standby
Coolant Flow	gpm (Lpm)	44.6 (168.8)
Coolant System Capacity	gal (L)	5.7 (21.4)
Heat Rejection to Coolant	BTU/hr (kW)	269,130 (78.8)
Inlet Air	cfm (m³/hr)	6,360 (180)
Maximum Operating Radiator Air Temperature	°F (°C)	122 (50)
Maximum Ambient Temperature (Before Derate)	See Bulletin No. 0199280SSD	
Maximum Additional Radiator Backpressure	in H ₂ O (kPa)	0.5 (0.12)

COMBUSTION AIR REQUIREMENTS

	Standby
Flow at Rated Power - cfm (m³/min)	325 (9.2)

ENGINE

		Standby
Rated Engine Speed	RPM	1,800
Horsepower at Rated kW**	hp	152
Piston Speed	ft/min (m/min)	1,559 (475)
BMEP	psi (kPa)	165 (1,138)

** Refer to "Emissions Data Sheet" for maximum bHP for EPA and SCAQMD permitting purposes.

EXHAUST

		Standby
Exhaust Flow (Rated Output)	cfm (m³/min)	885 (25)
Maximum Allowable Backpressure	inHg (kPa)	1.5 (5.1)
Exhaust Temperature (Rated Output)	°F (°C)	885 (474)

Deration – Operational characteristics consider maximum ambient conditions. Derate factors may apply under atypical site conditions.

Please contact a Generac Power Systems Industrial Dealer for additional details. All performance ratings in accordance with ISO3046, BS5514, ISO8528, and DIN6271 standards.

Standby - See Bulletin 10000018933

Prime - See Bulletin 10000018926

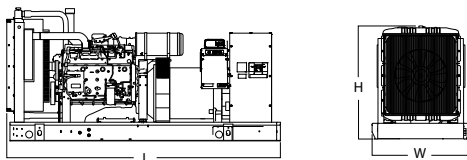
SD100 | 6.7L | 100 kW

INDUSTRIAL DIESEL GENERATOR SET

EPA Certified Stationary Emergency

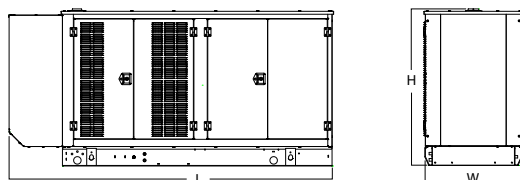
GENERAC® | **INDUSTRIAL POWER**

DIMENSIONS AND WEIGHTS*



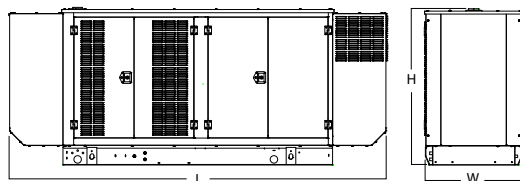
OPEN SET

Run Time - Hours	Usable Capacity - Gal (L)	L x W x H - in (mm)	Weight - lbs (kg)	
No Tank	-	110 (2,794) x 40 (1,016) x 65 (1,651)	3,104 (1,408)	
12	90 (341)	110 (2,794) x 40 (1,016) x 77 (1,956)	3,813 (1,730)	
30	220 (833)	110 (2,794) x 40 (1,016) x 89 (2,261)	4,146 (1,881)	
48	350 (1,325)	110 (2,794) x 40 (1,016) x 101 (2,565)	4,488 (2,036)	
70	510 (1,931)	110 (2,794) x 40 (1,016) x 105 (2,667)	4,469 (2,029)	
81	589 (2,230)	128 (3,251) x 49 (1,245) x 107 (2,718)	4,948 (2,244)	
95	693 (2,623)	136 (3,454) x 53 (1,346) x 107 (2,718)	4,667 (2,117)	



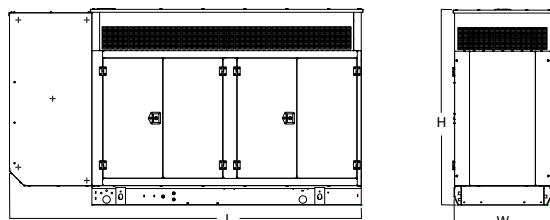
LEVEL 0 SOUND ATTENUATED ENCLOSURE

Run Time - Hours	Usable Capacity - Gal (L)	L x W x H - in (mm)	Weight - lbs (kg) Enclosure Only	
			Steel	Aluminum
No Tank	-	133 (3,378) x 40 (1,016) x 64 (1,626)	500 (227)	165 (75)
12	90 (341)	133 (3,378) x 40 (1,016) x 77 (1,956)		
30	220 (833)	133 (3,378) x 40 (1,016) x 89 (2,261)		
48	350 (1,325)	133 (3,378) x 40 (1,016) x 101 (2,565)		
70	510 (1,931)	133 (3,378) x 47 (1,194) x 105 (2,667)		
81	589 (2,230)	133 (3,378) x 49 (1,125) x 107 (2,718)		
95	693 (2,623)	133 (3,378) x 53 (1,346) x 107 (2,718)		



LEVEL 1 SOUND ATTENUATED ENCLOSURE

Run Time - Hours	Usable Capacity - Gal (L)	L x W x H - in (mm)	Weight - lbs (kg) Enclosure Only	
			Steel	Aluminum
No Tank	-	154 (3,912) x 40 (1,016) x 64 (1,626)	750 (340)	250 (112)
12	90 (341)	154 (3,912) x 40 (1,016) x 77 (1,956)		
30	220 (833)	154 (3,912) x 40 (1,016) x 89 (2,261)		
48	350 (1,325)	154 (3,912) x 40 (1,016) x 101 (2,565)		
70	510 (1,931)	154 (3,912) x 47 (1,194) x 105 (2,667)		
81	589 (2,230)	154 (3,912) x 49 (1,245) x 107 (2,718)		
95	693 (2,623)	154 (3,912) x 53 (1,346) x 107 (2,718)		



LEVEL 2 SOUND ATTENUATED ENCLOSURE

Run Time - Hours	Usable Capacity - Gal (L)	L x W x H - in (mm)	Weight - lbs (kg) Enclosure Only	
			Steel	Aluminum
No Tank	-	145 (3,683) x 40 (1,016) x 81 (2,057)	1,000 (454)	330 (150)
12	90 (341)	145 (3,683) x 40 (1,016) x 84 (2,134)		
30	220 (833)	145 (3,683) x 40 (1,016) x 106 (2,692)		
48	350 (1,325)	145 (3,683) x 40 (1,016) x 118 (2,997)		
70	510 (1,931)	145 (3,683) x 47 (1,194) x 122 (3,099)		
81	589 (2,230)	145 (3,683) x 49 (1,245) x 124 (3,150)		
95	693 (2,623)	145 (3,683) x 53 (1,346) x 124 (3,150)		

* All measurements are approximate and for estimation purposes only. Specification characteristics may change without notice. Please contact a Generac Power Systems Industrial Dealer for detailed installation drawings.

*This Page
Intentionally
Left Blank*

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Wendell Johnson, Director of Public Works
Patsy Orozco, Civil Engineering Assistant II

Date: February 20, 2024

Subject: Consideration to Adopt a Resolution Initiating Proceedings for Fiscal Year 2024-2025 Levy of Annual Assessments for the Landscaping and Lighting Assessment District and Ordering the Engineer's Report

RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 8285 (Attachment "A") initiating the proceedings for the Fiscal Year (FY) 2024-2025 Levy of Annual Assessments for the Landscaping and Lighting Assessment District; and
- b. Order the preparation of the Engineer's Report by Willdan Financial Services in an amount not to exceed \$6,800.

BACKGROUND:

1. In Fiscal Year (FY) 1981-1982, the City Council established a citywide Landscaping and Lighting Assessment District (LLAD) pursuant to the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code, to cover street lighting maintenance and operational costs. The LLAD is comprised of 5,178 parcels and the assessment, based on benefit, has been levied each year since that time.
2. In April 1995, the City Council accepted staff's recommendations to continue using the current assessment methodology with the exception of those assessments for single family corner lots, which would be based on front footage only (side yards not included). The change in assessing corner lots began in FY 1995-1996 and has continued through the present year.
3. In FY 2002-2003, the City conducted property owner protest ballot proceedings for a proposed assessment increase. The proposed increase was not approved.

Consideration to Adopt a Resolution Initiating Proceedings for Fiscal Year 2024-2025 Levy of Annual Assessments for the Landscaping and Lighting Assessment District and Ordering the Engineer's Report
Page 2 of 3

4. In FY 2003-2004, the City again submitted a proposed assessment increase to the property owners based on the LLAD's estimated expenses and revenues. The property owners approved the proposed assessment increase and established new maximum assessment rates for the various land use classifications within the LLAD.
5. For FY 2023-2024, the LLAD Engineer's Report determined that estimated operating and personnel costs would be \$331,181. The total assessment levy of \$331,181 was submitted to the Los Angeles County Assessor's Office for processing.

ANALYSIS:

A Landscape Lighting Assessment District (LLAD) is a designated geographical area where property owners are required to pay a special assessment for the installation, operation, maintenance, and improvement of outdoor lighting within that area. The purpose of a LLAD is to improve the aesthetic appeal, safety, and security of the neighborhoods through the use of well-designed and maintained outdoor lighting. Property owners within the district typically vote to establish the district and agree to pay the assessment fees. The fees are calculated to equitably assess properties in accordance with special benefits received from improvements and to cover the cost of maintenance and operation of the lighting system within the City's streets.

The City's LLAD has been in effect since FY 1981-1982, under the 1972 Landscaping and Lighting Assessment District Act. The current methodology for assessments has been used since 1995 and staff will continue with the same methodology this year.

The City has used Willdan Financial Services to prepare the required LLAD Engineer's Report in previous years. The firm is currently under an engineering services agreement with the City and are experienced and very familiar with the City's LLAD. Staff recommends that the City continue using Willdan Financial Services, Inc. to prepare the LLAD Engineer's Report for Fiscal Year 2024-2025. The work timeline is shown in Attachment "B," and the proposed scope of services to prepare the Report is consistent with last year's LLAD proceedings. The proceedings will be conducted in accordance with the State of California Landscaping and Lighting Act of 1972.

The costs outlined in the Engineer's Report for FY 2024-2025 will be included in the proposed City's Budget and will be assessed in FY 2024-2025 after City Council consideration and approval. City staff recommends using the same assessment methodology. The exact amounts and the assessment rate comparison will be shown in the Engineer's Report.

Consideration to Adopt a Resolution Initiating Proceedings for Fiscal Year 2024-2025 Levy of Annual Assessments for the Landscaping and Lighting Assessment District and Ordering the Engineer's Report
Page 3 of 3

BUDGET IMPACT:

Sufficient funding has been allocated in the current FY 2023-2024 Budget within Account No. 027-344-0000-4260 (Street Lighting Fund – Operating Expenses) to cover the cost of ordering the Engineer's Report.

CONCLUSION:

City staff recommends that the City Council direct staff to proceed with the FY 2024-2025 LLAD by adopting the resolution to initiate procedures and ordering the Engineer's Report.

ATTACHMENTS:

- A. Resolution No. 8285
- B. Work Schedule

RESOLUTION NO. 8285

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, INITIATING PROCEEDINGS FOR THE FISCAL YEAR 2024-2025 LEVY OF ANNUAL ASSESSMENT FOR THE CITY OF SAN FERNANDO LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT, AND ORDERING THE PREPARATION OF AN ENGINEER'S REPORT PURSUANT TO THE PROVISIONS OF DIVISIONS 15, PART 2, OF THE STREETS AND HIGHWAYS CODE OF THE STATE OF CALIFORNIA

WHEREAS, the City Council of the City of San Fernando proposes to levy the annual assessment for the Landscaping and Lighting Assessment District (hereinafter referred to as the "District") pursuant to the provisions of Division 15, Part 2, of the Streets and Highways Code of the State of California, being the "Landscaping and Lighting Act of 1972"; and

WHEREAS, the City Council of the City of San Fernando proposes that the net annual cost for improvement, maintenance and/or service of certain public facilities shall be fairly distributed among all assessable lots and parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements within the District; and

WHEREAS, the provisions of said Division 15, Part 2, require a written Engineer's Report in accordance with Chapter 3 (commencing with Section 22620).

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

SECTION 1. The above recitals are all true and correct.

SECTION 2. WILLDAN FINANCIAL SERVICES, is hereby ordered to prepare and file with the City Council a "Engineer's Report" relating to the 2024-2025 levy of annual assessment for said District in accordance with the provisions of Chapter 3 (commencing with Section 22620) of Part 2 of Division 15 of the Streets and Highways Code of the State of California.

SECTION 3. Upon completion, said "Engineer's Report" shall be filed with the City Clerk who shall then submit the same to this City Council for its consideration pursuant to Section 22623 of said Street and Highways Code.

SECTION 4. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the Office of the City Clerk.

PASSED, APPROVED, AND ADOPTED this 20th day of February 2024.

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. 8285 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 20th day of February, 2024, 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 February 2024.

Julia Fritz, City Clerk

Fiscal Year (FY) 2024-2025 Landscaping and Lighting Assessment District

All dates are in Calendar Year 2024.

February 20	City Council adopts a Resolution initiating proceeding and ordering the preparation of an Engineer's Report.
February 21	City Engineer authorizes Willdan Financial Services to begin work using same methodology (as used in FY 2023-2024) for the Engineer's Report.
February 22–April 19	Prepare cost estimate and include/reference in the FY 2024-2025 street lighting budget, considering the FY 2024-2025 expenditures.
February 22-April 19	Compile parcel and zone changes for FY 2024-2025.
April 30	Willdan Financial Services submits the Engineer's Report to the City.
May 20	Resolution approving the Engineer's Report, declaring the intention to order the annual lighting assessment and setting a date for the Public Hearing (June 17, 2024).
May 21	Send notice of Public Hearing with a copy of the Resolution for June 5, 2024 publication (10+ days prior to Hearing).
June 17	Public Hearing - Resolution declaring the continued maintenance of City street lights and confirming the annual assessment; Resolution is authorizing the addition of special assessment to the tax bill.
August 10	Submission of direct assessment via magnetic tape to Los Angeles County Auditor-Controller; City of San Fernando 2024-2025 Landscaping and Lighting District Account No. 240.52 (signed by the City Manager).
August 10	Submit parcel exception checklist to Los Angeles County Assessor's Office by City and Willdan Financial Services.

Note: Street lighting assessment proceedings are performed in advance so that assessments may appear in the Los Angeles County Tax Rolls the same year lighting costs are incurred, FY 2024-2025.

*This Page
Intentionally
Left Blank*



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: February 20, 2024

Subject: Consideration to Approve a Memorandum of Understanding with Habitat for Humanity of Greater Los Angeles and Approve Co-Sponsorship and Use of the City Seal for the Power Women, Power Tools Event

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Memorandum of Understanding (MOU) (Attachment "A" – Contract No. 2223) with Habitat for Humanity of Greater Los Angeles (Habitat LA) to provide property beautification services;
- b. Approve Co-Sponsorship of Habitat for Humanity of Greater Los Angeles' Power Women, Power Tools Event that would benefit and support the community;
- c. Approve the use of the City seal on the print material and social media pursuant to City Council Resolution No. 6904 (Attachment "B"); and
- d. Authorize the City Manager to make non-substantive changes and execute all related documents.

BACKGROUND:

1. Habitat for Humanity of Greater Los Angeles (Habitat LA), a nonprofit organization, was founded in 1990 and has repaired more than 1,450 properties for low-income homeowners, with a goal of eliminating substandard housing by making decent, affordable housing a matter of conscience and action within communities.
2. Habitat LA's service area includes all of Los Angeles County. Habitat LA works with community leaders, civic groups and municipalities, corporations, foundations, donors, and volunteers.

Consideration to Approve a Memorandum of Understanding with Habitat for Humanity of Greater Los Angeles and Approve Co-Sponsorship and Use of the City Seal for the Power Women, Power Tools Event
Page 2 of 4

3. 2024 marks Habitat LA's 20th anniversary of its "Power Women, Power Tools" annual event. This celebration and day of services brings together women from Greater Los Angeles to give back to the community and raise funds and awareness for Habitat LA's programs and services.

ANALYSIS:

The mission of Habitat LA is to bring people together to build homes, communities and hope. Habitat LA strives to empower communities to build equitable and inclusive neighborhoods through housing opportunities and community development. Habitat LA focuses on activities such as repairing homes, constructing affordable homes, engaging volunteers and partners, providing affordable homeownership activities and fostering community development. Overall, Habitat LA serves as a catalyst for addressing the housing needs and building stronger communities in the Greater Los Angeles Area.

One of the key strategies employed by Habitat LA is organizing various events throughout the year. These events serve as essential platforms for raising awareness, mobilizing resources, and promoting community involvement in affordable housing initiatives. By bringing together volunteers, donors, homeowners, community leaders, and supporters, these events foster collaboration, celebrate achievements, and inspire continued efforts towards achieving Habitat LA's mission. 2024 marks the 20th anniversary of Habitat LA's "Power Women, Power Tools" event. During this two-day event a professional construction team, along with about two hundred volunteers gather to build or repair homes in need. In previous years, Habitat LA has concentrated efforts in Central and Southern LA County, and most recently Antelope Valley. However, they have not held an event in the San Fernando Valley and have expressed an interest in hosting an event in San Fernando.

Through the proposed co-sponsorship for Habitat LA's "Power Women, Power Tools" event, Habitat LA would provide property beautification services and minor home repair services for at least five low-income, owner-occupied properties within the same block on June 14th and 15th of this year. The type of work provided includes: exterior painting, landscaping, stucco or fascia repair and fence building/repairing, front/back door replacements, accessibility improvements and/or other similar types of repairs.

Through the co-sponsorship, the City will have the following responsibilities:

1. Identifying a one to two block area of owner-occupied homes that are in need of home repair services by March 15, 2024. Homeowners must be current on property taxes and mortgage payments.
2. Assist in the recruitment and identification of the homeowners that will receive the home repair services.

Consideration to Approve a Memorandum of Understanding with Habitat for Humanity of Greater Los Angeles and Approve Co-Sponsorship and Use of the City Seal for the Power Women, Power Tools Event
Page 3 of 4

3. Recommend a large community space (such as a park) that can serve as a location for the morning and lunch programs on both days, ideally located near an area which can accommodate approximately 150 cars.
4. Easing the process of permits and street closures with cost waivers.
5. Market the *Power Women, Power Tools* event on City social media platforms.
6. Allow the use of the City Seal on print material and social media platforms promoting the *Power Women, Power Tools* event.

To identify potential block areas, staff will leverage data from code enforcement cases. This involves analyzing the number of code enforcement cases within different neighborhoods and assessing their frequency. By examining the concentration and recurrence of these cases, staff can pinpoint areas with a higher demand for home repair services and where the impact of the initiative is likely to be most significant.

Within the co-sponsorship, Habitat LA will be responsible for the following:

1. Recognize the City as a partner in all 2024 Power Women, Power Tools correspondence.
2. Provide a City official with a speaking opportunity during programing on Friday and Saturday.
3. Provide marketing and communications services including an event related press release recognizing the City.
4. Provide a professional construction team to ensure all repairs are done to code.
5. Raise the funds necessary to complete the home repair work.
6. Recruiting, organizing, signing in and directing volunteers on the day of the event.

Overall, co-sponsoring Habitat LA's 2024 "Power Women, Power Tools" event will allow the City to engage residents and volunteers in meaningful ways, engage with an organization that is being proactive in making decent, sustainable, and affordable housing a reality for all, and further demonstrate the City's commitment to preserve beautiful homes and neighborhoods.

BUDGET IMPACT:

There is no budget impact associated with co-sponsoring the Habitat LA events. The sponsorship entails providing in-kind support, such as utilizing social media outlets for marketing and featuring the event on the City's website. Additionally, the City will waive facility and street closure permit fees associated with the co-sponsored events.

Consideration to Approve a Memorandum of Understanding with Habitat for Humanity of Greater Los Angeles and Approve Co-Sponsorship and Use of the City Seal for the Power Women, Power Tools Event
Page 4 of 4

CONCLUSION:

Staff recommends the City Council approve an MOU with Habitat LA and co-sponsor the “Power Women, Power Tools” event by allowing use of the City seal, and authorizing staff to market the events through the City website and social media outlets.

ATTACHMENT:

- A. Contract No. 2223 - Memorandum of Understanding with Habitat for Humanity of Greater Los Angeles
- B. Resolution No. 6904



Bringing People Together to Build Homes, Communities and Hope

Request for Partnership

Habitat for Humanity of Greater Los Angeles (Habitat LA) brings people together to build homes, communities and hope, with a vision of a world where everyone has a decent place to live. Habitat LA has a goal of eliminating substandard housing by making decent, affordable housing a matter of conscience and action in our communities. To achieve this ambitious goal, Habitat LA works with community leaders, civic groups and municipalities, corporations, foundations, donors, and volunteers.

Founded in 1990, Habitat LA has built, renovated and repaired more than 1450 properties for low-income homeowners. Our service area includes all of Los Angeles County, except for the San Gabriel Valley. Partnership with Habitat LA provides a unique experience for people from all walks of life to come together to make a difference, while connecting with others who seek to do the same.

This MOU represents a good faith working agreement between Habitat LA and the City of San Fernando as we work together to improve the communities we call home. Our intention is to work together to provide home repair services for at least five low-income, owner-occupied households, with the addition of beautification services to surrounding properties within the same block(s). Repairs will be completed over two days (Friday, June 14 – Saturday, June 15, 2024) and will be led by Habitat LA's professional construction team with about 200 volunteers over the two-day timeframe. Examples of the type of work provided include exterior painting, landscaping, stucco or fascia repair, fence building/ repairing, front/ back door replacements, accessibility improvements and/ or other similar types of repairs.

These repairs will be completed under the umbrella of Habitat LA's "**Power Women, Power Tools®**" event, which is an annual celebration and "day of service" that brings together women from throughout greater Los Angeles to give back to the community and raise funds and awareness for Habitat LA's programs and services. Over the years, Habitat LA volunteers, donors and talent have come together to "raise a hammer", building and repairing homes for those in need.

This year is an exciting one, as it marks the 20th anniversary of "**Power Women, Power Tools**", which is one of Habitat LA's most anticipated annual events. Most volunteer builders are female, of all backgrounds and sectors, who are making a difference in their communities. It is common to see C-suite executives working alongside community activists, educators and faith leaders, as well as talent who are committed to using their celebrity for the greater good.

Habitat LA is interested in holding this year's event in the City of San Fernando to bring its programs and services to the community. Over the past several years, we have focused efforts in central and southern LA County, and most recently have begun to build affordable homes in the Antelope Valley. We recognize however, that there is great need for our services in San Fernando and would like to utilize "**Power Women, Power Tools**" as a high-profile community outreach strategy. In the end, we believe that an event such as this will result in our ability to provide more affordable homeownership, home repair, lending and housing counseling services to San Fernando residents.



Bringing People Together to Build **Homes, Communities** and **Hope**

As part of our request for partnership for the 20th Annual Power Women, Power Tools, Habitat LA would like to request that the City of San Fernando aid us with the following:

1. Identify a one to two block area of owner-occupied homes that need the previously described home repair services. Ideally, the homes are owner-occupied, and all owners must be current on property taxes and mortgage payments. **Homes must be identified by March 15, 2024 in order to move forward for the 2024 Power Women, Power Tools event.** If unable to identify by this date, we will consider doing a similar type of project with the City later in the year provided the funding is available.
2. Assist in the recruitment and identification of the homeowners that will receive the home repair services.
3. Recommend a large community space (ideally a park) that can serve as a location for the morning and lunch programs on both days, ideally located near an area which can accommodate approximately 150 cars. Last year's morning and lunch program was held at Earvin "Magic" Johnson Park in South Los Angeles and participants were shuttled to a Habitat LA construction site less than 10 minutes away.
4. Easing the process of permits and street closures, ideally with costs reduced or waived by the City of San Fernando.

As part of this partnership, Habitat LA will do the following:

1. Recognize the City of San Fernando as a partner in all 2024 Power Women, Power Tools collateral (i.e. Habitat LA in partnership with the City of San Fernando), including social media posts.
2. Provide a city official with a speaking opportunity during Friday and Saturday's programs.
3. Provide marketing and communications services including an event related press release recognizing the City of San Fernando.
4. Provide a professional construction team to ensure all repairs are done to code.
5. Raise the funds necessary to complete the home repair work.
6. Recruit, organize, sign in and direct volunteers on the day of the event.

In closing, we are truly looking forward to the opportunity to partner with City of San Fernando for this event. We know that together, we can truly make a significant impact. Moreover, we believe that this first formal collaboration has the potential to develop into a multifaceted partnership which, in the end, will bring more housing related services and programs to the City of San Fernando's low-income residents.



Bringing People Together to Build **Homes, Communities** and **Hope**

Habitat LA's Signature:

City of San Fernando Signature

Erin Rank
President & CEO
Habitat for Humanity of Greater Los Angeles

Date

Date

RESOLUTION NO. 6904**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, AMENDING THE STANDARD MANAGEMENT PROCEDURE REGARDING USE OF CITY SEAL**

WHEREAS, the City Council adopted a standard management procedure for the use of the City seal on August 3, 1987.

WHEREAS, the City Council desires to revise the procedure to limit the use of the City seal, as provided in this resolution.

WHEREAS, it shall be City policy that the City seal, as described in Municipal Code Section 1-13, shall only be used as provided in this policy. The purpose of this policy is to:

- A. Ensure that the City seal is not used for inappropriate events and affairs.
- B. Control use of the City seal so as to prevent unauthorized use, which could imply City participation, support, or sponsorship in commercial, political, or non-City events.

THE CITY COUNCIL OF THE CITY OF SAN FERNANDO HEREBY FINDS AND RESOLVES:

The City has designated an official seal, which serves to identify City involvement in some manner. Typically, the seal is used on City stationary, City vehicles, brochures and other information. It is important that some guidelines be followed so that the seal be used in an appropriate manner. Therefore, the following guidelines shall be followed pertaining to the City seal:

1. The City seal may be used on all City related literature, material, vehicles, etc., and for City sponsored or co-sponsored functions and events.
2. The City seal may be used on t-shirts, hats, calendars and other like material when sponsored by the City upon approval of the City Administrator.
3. The City seal may not be used by organizations other than the City without prior approval of a majority of the City Council.
4. The City seal may not be used for political or commercial purposes.
5. In cases where it is unclear whether a proposed use of the seal is appropriate, three members of the City Council must approve the use as a scheduled item on a City Council agenda.

PASSED, APPROVED and ADOPTED this 5th day of May, 2003.

Dr. José Hernández
Mayor José Hernández, Ph.D.

ATTEST:

Elena G. Chávez
Elena G. Chávez, City Clerk

APPROVED AS TO FORM:

Michael Estrada
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 duly adopted by the City Council of the City of San Fernando and signed by the Mayor of the City of San Fernando at a regular meeting held on the 5th day of May, 2003; and that the same was passed by the following vote:

AYES: Hernández, De La Torre, Veres, Ruelas, Martinez - 5

NOES: None

ABSENT: None

Elena G. Chávez
Elena G. Chávez, City Clerk

*This Page
Intentionally
Left Blank*

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

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

Date: February 20, 2024

Subject: Consideration to Approve Co-Sponsorship of the San Fernando City Chamber of Commerce Events and Use of the City Seal

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve Co-Sponsorship of San Fernando City Chamber of Commerce (Chamber) events that would benefit and support the community;
- b. Approve the use of the City seal on the print material and social media pursuant to City Council Resolution No. 6904 (Attachment "A");
- c. Authorize the participation in, use of the City seal, and waive fees for use of City's facilities for co-sponsored events, with City Manager approval.

BACKGROUND:

1. On May 5, 2003, City Council adopted Resolution No. 6904 (Attachment "A") setting a Standard Management Procedure for use of the City Seal. Per the Resolution, an appropriate use of the City seal includes use on City related literature and material for City sponsored or co-sponsored functions and events.
2. On December 6, 2023, the City held a grand opening for the Business & Community Resource Center (BCRC) located in City Hall to, among other things, act as a liaison, promote, and provide services to the City's business community.

Consideration to Approve Co-Sponsorship of the San Fernando City Chamber Events and Use of the City Seal

Page 2 of 3

ANALYSIS:

The San Fernando City Chamber of Commerce (Chamber) is a nonprofit economic development organization, serving businesses in San Fernando and the northeast San Fernando Valley area. Established over 100 years ago, the Chamber is dedicated to build better companies and better business environment through education, advocacy and promotion of our local business community. The Chamber has grown from a "COVID" membership of under 30 members to today with over 75 members and growing fast. Chamber members include local small businesses, manufacturers, utilities, non-profits organizations, and local residents.

The Chamber is committed to serving the diverse business communities and fostering strong connections within the City. The Chamber's vision centers on building better companies through education, advocacy, and the promotion of the business community. The Chamber hosted events to provide education for Chamber members and to promote economic growth in San Fernando. During the COVID pandemic, the Chamber hosted the Business Training series, which was an 11-part podcast named "Small Business Weekly". Currently, the Chamber is hosting a monthly networking event, "Coffee with the Chamber".

With the establishment of the City's Business and Community Resource Center, the Chamber has engaged in discussions with staff to partner with the City to organize and host a series of events throughout the year. A few of these events include:

- Quarterly networking event for local businesses to connect with each other.
- Various workshops such as:
 - Tax & Bookkeeping
 - Financial Summit
 - Workforce Planning
 - Business Entities & Business Plan
 - Marketing & Unleashing the Potential of AI

These events aim to bring together industry leaders, entrepreneurs, experts, and community members, providing a platform for collaboration, idea exchange, and exploration of emerging trends and opportunities. Recognizing the potential impact of these events on local businesses, staff recommends co-sponsoring Chamber events to enhance support for the business community.

The proposed co-sponsorship involves the City co-branding events with the Chamber that benefit and support the business community. Events that are co-sponsored by the City will be open to

Consideration to Approve Co-Sponsorship of the San Fernando City Chamber Events and Use of the City Seal

Page 3 of 3

all San Fernando businesses and residents, not just Chamber members, and will serve as an opportunity for new businesses to be introduced to the services provided by the Chamber.

Co-sponsorship includes the use of the City logo on marketing materials prepared with the Chamber, utilizing the City's website and social media outlets to promote these events, as well as waiving fees for use of City's facilities for co-sponsored events. The proposed co-sponsorship aligns with the 2022-2026 Citywide Strategic Goals, specifically focusing on Goal I, "Focus on Community First," and Goal II, "Cultivating a Stronger Local Economy."

In supporting these events, the City not only strengthens its partnership with the business community, but also actively contributes to the realization of its overarching goals for community well-being and the cultivation of a robust local economy.

BUDGET IMPACT:

There is no budget impact associated with co-sponsoring the Chamber events. The City's sponsorship will be limited to in-kind use of social media outlets for marketing purposes, posting the event on the City website, and waving fees for use of City's facilities.

CONCLUSION:

Staff recommends the City Council support the Chamber by co-sponsoring events, allowing use of the City seal, and authorizing staff to market the events through the City website and social media outlets, and waive fees for use of City's facilities.

ATTACHMENT:

A. Resolution No. 6904

RESOLUTION NO. 6904**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, AMENDING THE STANDARD MANAGEMENT PROCEDURE REGARDING USE OF CITY SEAL**

WHEREAS, the City Council adopted a standard management procedure for the use of the City seal on August 3, 1987.

WHEREAS, the City Council desires to revise the procedure to limit the use of the City seal, as provided in this resolution.

WHEREAS, it shall be City policy that the City seal, as described in Municipal Code Section 1-13, shall only be used as provided in this policy. The purpose of this policy is to:

- A. Ensure that the City seal is not used for inappropriate events and affairs.
- B. Control use of the City seal so as to prevent unauthorized use, which could imply City participation, support, or sponsorship in commercial, political, or non-City events.

THE CITY COUNCIL OF THE CITY OF SAN FERNANDO HEREBY FINDS AND RESOLVES:

The City has designated an official seal, which serves to identify City involvement in some manner. Typically, the seal is used on City stationary, City vehicles, brochures and other information. It is important that some guidelines be followed so that the seal be used in an appropriate manner. Therefore, the following guidelines shall be followed pertaining to the City seal:

1. The City seal may be used on all City related literature, material, vehicles, etc., and for City sponsored or co-sponsored functions and events.
2. The City seal may be used on t-shirts, hats, calendars and other like material when sponsored by the City upon approval of the City Administrator.
3. The City seal may not be used by organizations other than the City without prior approval of a majority of the City Council.
4. The City seal may not be used for political or commercial purposes.
5. In cases where it is unclear whether a proposed use of the seal is appropriate, three members of the City Council must approve the use as a scheduled item on a City Council agenda.

PASSED, APPROVED and ADOPTED this 5th day of May, 2003.

Dr. José Hernández
Mayor José Hernández, Ph.D.

ATTEST:

Elena G. Chávez
Elena G. Chávez, City Clerk

APPROVED AS TO FORM:

Michael Estrada
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 duly adopted by the City Council of the City of San Fernando and signed by the Mayor of the City of San Fernando at a regular meeting held on the 5th day of May, 2003; and that the same was passed by the following vote:

AYES: Hernández, De La Torre, Veres, Ruelas, Martinez - 5

NOES: None

ABSENT: None

Elena G. Chávez
Elena G. Chávez, City Clerk

*This Page
Intentionally
Left Blank*

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Maria Calleros, Executive Assistant

Date: February 20, 2024

Subject: Consideration to Authorize Submittal of a Grant Application to the National Endowment for the Arts for Funding Support of the Mariachi Master Apprentice Program

RECOMMENDATION:

It is recommended that the City Council authorize the preparation and submittal of a grant application to the National Endowment for the Arts (NEA) in the amount of \$57,000 to support the Mariachi Master Apprentice Program (MMAP).

BACKGROUND:

1. Since 2001, the City has received grant funds annually from both the National Endowment for the Arts (NEA) and the California Arts Council (CAC) to support the City's MMAP. As a recipient of several awards at both the state and national level, MMAP continues to reflect a positive image on the City.
2. In December 2023, the NEA announced the Call for Proposals for the FY 2025-2026 Grants for Arts Projects Program (Attachment "A").
3. On February 15, 2024, staff completed phase one of the application process, which is used to verify that the City is qualified to apply for NEA funding. The application portal will be open from February 21, 2024 to February 28, 2024, at which time staff will be able to submit the grant application (Attachment "A").

ANALYSIS:

Mariachi Master Apprentice Program (MMAP).

MMAP connects Grammy award-winning mariachi masters with young music students to preserve the mariachi music genre. Mariachi Los Camperos provides instruction on traditional mariachi instruments: violins, guitars, guitarrones, vihuelas, trumpets, and folk harp. The students and instructors experience exemplary artworks at international mariachi conferences

Consideration to Authorize Submittal of a Grant Application to the National Endowment for the Arts for Funding Support of the Mariachi Master Apprentice Program

Page 2 of 3

and workshops throughout California and the southwest United States. This experience allows students to observe, study, and perform with the most prestigious mariachi ensembles and represent the City as cultural arts ambassadors.

The curriculum ingrains an empowering sense of self-confidence, pride, and identity while providing an outlet for cultural expression in celebration of Mexican heritage. MMAP specific arts/music education outcomes include: 1) development, reinforcement, and application of student instrumental technique; 2) development, strengthening, and application of student musicianship skills; 3) enhancement of student solo and chorus singing skills; 4) performance of traditional and popular mariachi music before the public and with other professional ensembles; and 5) development and fostering of student professionalism and performance etiquette. These outcomes are in accordance with the California Department of Education Music Standards.

National Endowment for the Arts (NEA) Grants for Arts Project.

The NEA “Grants for Arts Projects” is the principal grants program for organizations based in the United States. The arts are a powerful and important part of what unites us and celebrate our differences while connecting us through shared experiences. Through project-based funding, the program supports public engagement with, and access to, various forms of art across the nation, the creation of art, learning the arts at all stages of life, and the integration of the arts into the fabric of community life. As a Local Arts Agency, our “Folk and Traditional Arts” subprogram is rooted in and reflective of the cultural life of a community. Community members may share a common ethnic heritage, cultural mores, language, religion, occupation, or geographic region. These vital and constantly reinvigorated artistic traditions are shaped by values and standards of excellence that are passed from generation to generation, most often within family and community, through demonstration, conversation, and practice.

The City was awarded a Grants for Arts Projects in the amount of \$55,000 for FY 2023-2024 that will run through September 30, 2024. This grant generally ranges from \$10,000 to \$100,000 and support the creation of art that meets the highest standards of excellence, public engagement with diverse and excellent art, lifelong learning in the arts, and the strengthening of communities through the arts. The San Fernando MMAP project generally receives an average of \$50,000 per year in NEA funding and has received over \$1 million since the program's inception. Grant funds pay for artist instructor fees, travel to conferences, and project support.

BUDGET IMPACT:

The Grants for Arts Projects Program is a reimbursement grant and requires the Recreation and Community Services Department to enter into an agreement with NEA to administer the grant. Disbursement of grant funds occurs on a reimbursement basis only for costs incurred during a reporting period and is contingent upon the grantee complying with all grant requirements and appropriation of sufficient funds.

Consideration to Authorize Submittal of a Grant Application to the National Endowment for the Arts for Funding Support of the Mariachi Master Apprentice Program

Page 3 of 3

The grant disbursement timeline for the Grants for Arts Projects Program will be for the FY 2025-2026 (Grant Activity Period October 1, 2025 – September 30, 2026). There will be no budget impact on the Fiscal Year 2023-2024 Adopted Budget to authorize the submittal of this grant application and there is no need to appropriate funds at this time. This is the initial step in approving funding from the National Endowment for the Arts. If the City is awarded the grant, staff will return to City Council with a resolution to formally accept the award and appropriate funds.

CONCLUSION:

It is recommended that the City Council authorize staff to prepare and submit a grant application to the National Endowment for the Arts.

ATTACHMENT:

A. NEA Grant for Arts Projects: Application Calendar



GRANTS FOR ARTS PROJECTS: Application Calendar

NEA's phone system will undergo maintenance on the evening of Thursday, February 15th. Staff will not be available to assist you after 5:30 p.m. ET. For help with Grants.gov, please call 800-518-4726 or email support@grants.gov

There are two Grants for Arts Projects application deadlines. Some disciplines only accept certain project types at each deadline; see the guidelines for your [project's discipline](#) for more information.

General Information:

Posted Date: Dec 06, 2023

Last Updated Date: Dec 06, 2023

Document Type: Grants Notice

Funding Opportunity Number: 2024NEA01GAP1

Funding Opportunity Title: NEA Grants for Arts Projects 1, FY2025

Opportunity Category: Discretionary

Funding Instrument Type: Grant

Category of Funding Activity: Arts (see "Cultural Affairs" in CFDA)

CFDA Number(s): 45.024 -- Promotion of the Arts Grants to Organizations and Individuals

Cost Sharing or Matching Requirement: Yes

Original Closing Date for Applications: Feb 15, 2024

Current Closing Date for Applications: Feb 15, 2024

Award Ceiling: \$150,000

Award Floor: \$10,000

First Grants for Arts Projects Deadline:

Part 1 - Submit to Grants.gov	February 15, 2024 at 11:59 p.m., Eastern Time
<i>Prepare application material so that it's ready to upload when the Applicant Portal opens</i>	
Part 2 - Submit to Applicant Portal	February 21-28, 2024 at 11:59 p.m., Eastern Time
Earliest Announcement of Grant Award or Rejection	November 2024
Earliest Start Date for Proposed Project	January 1, 2025

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager

By: Erica D. Melton, Director of Finance/City Treasurer

Wendell Johnson, Director of Public Works

Victor Meza, Water Operations Manager

Date: February 20, 2024

Subject: A Public Hearing to Consider Adopting Ordinance No. 1722 Amending the City of San Fernando's Water Policies to Comply with Senate Bill 998 and Senate Bill 3, Amending Provisions of Sections 94-151 through 94-164 of Division I, Chapter 94 (Utilities), Article III (Water) of the San Fernando Municipal Code Concerning the Discontinuation of Residential Water Service for Nonpayment

RECOMMENDATION:

It is recommended that the City Council:

- a. Conduct a Public Hearing;
- b. Pending public testimony, introduce for first reading, in title only, and waive further reading of Ordinance No. 1722 (Attachment "A"), "an Ordinance of the City Council of the City of San Fernando, California, amending provisions of Sections 94-151 through 94-164 of Division I, Chapter 94 (Utilities), Article III (Water) of the San Fernando Municipal Code concerning the discontinuation of residential water service for Nonpayment"; and
- c. Authorize the City Manager to direct staff to synthesize the revised Ordinance into a *Policy on the Discontinuation of Residential Water Services Non-Payment*, for customers to more easily understand the process as it relates to residential water billing, penalties/fines, and water disconnection.

BACKGROUND:

1. In September 2018, the Water Shutoff Protection Act, Senate Bill 998 (SB 998), California Health and Safety Code Sections 116900 et seq. was passed and signed into law.
2. On February 1, 2020, SB 998 went into effect, which established new and expanded protections for residential water service termination due to nonpayment of a water utility bill until following 60 days of account delinquency, with additional provisions including:

A Public Hearing to Consider Adopting Ordinance No. 1722 Amending the City of San Fernando's Water Policies to Comply with Senate Bill 998 and Senate Bill 3, Amending Provisions of Sections 94-151 through 94-164 of Division I, Chapter 94 (Utilities), Article III (Water) of the San Fernando Municipal Code Concerning the Discontinuation of Residential Water Service for Nonpayment

Page 2 of 5

- a. Options for averting discontinuance of water service for non-payment including provisions for alternate payment arrangements;
 - b. Timeline of notifications for shut-off due to non-payment;
 - c. A formal bill appeals process; and
 - d. Translation of the policy and notices into at least five languages.
3. On February 18, 2020, City Council approved Urgency Ordinance No. U-1692 which amended provisions of the San Fernando Municipal Code to conform with the requirements of SB 998.
4. On March 16, 2020, the City Council declared a local emergency due to Coronavirus (COVID-19) and, prior to implementation of SB 998, authorized a pause to delinquent payment fines and penalties. All COVID-19 related declarations of the local public health emergency for COVID-19 expired March 31, 2023.
5. On October 13, 2023, Governor Newsom signed Senate Bill 3 (SB 3) which further refines and expands the protections offered under SB 998.

ANALYSIS:

Municipal utilities employ a range of strategies to collect delinquent bills, including the imposition of late payment fees and the issuance of disconnect notices to alert customers about potential service termination, aiming to encourage timely payments and ensure a steady revenue stream to maintain operations. San Fernando operates its own water utility and bills customers based on their water consumption.

Prior to February 2020, a residential water customer was considered delinquent 30 days after the due date and was subject to a 10% late fee penalty. Residential water customers received notification of possible disconnection prior to being shut-off and accrued an additional \$15 administrative fee to cover staff time to deliver notices to residences. If the bill continued to be delinquent after receiving a shut-off notice, the customer would be shut-off any time after the 20th of the month, which equate to about 50 days following bill issuance. In order to resume service, a reconnection/administrative fee of \$40 was required in addition to a deposit equal to the previous bill or \$150, whichever was greater.

The passage of SB 998 required amending Sections 94-151 through 94-164 of Division I (Generally) of Article III (Water) of Chapter 94 (Utilities) of the City of San Fernando's Municipal Code (SFMCC) to extend the timeline and fees for shutting off water customers for non-payment.

A Public Hearing to Consider Adopting Ordinance No. 1722 Amending the City of San Fernando's Water Policies to Comply with Senate Bill 998 and Senate Bill 3, Amending Provisions of Sections 94-151 through 94-164 of Division I, Chapter 94 (Utilities), Article III (Water) of the San Fernando Municipal Code Concerning the Discontinuation of Residential Water Service for Nonpayment

Page 3 of 5

On February 18, 2020, City Council approved an Urgency Ordinance incorporating the following changes to the City's water disconnection procedures:

1. Increasing the delinquency timeline from 30 to 60 days.
2. Offering additional payment options.
3. Residential water service would not be discontinued if **all** of the following conditions were met:
 - a. A primary care provider certified that the discontinuation of water services would pose a serious or potentially fatal threat to a resident.
 - b. The customer demonstrated inability to pay.
 - c. The customer was willing to enter into an alternative payment arrangement.

Outstanding Residential Billing.

In the process of applying the approved revised water disconnection procedures for March 2020 bills, COVID-19 paused implementation efforts. Water shutoffs related to delinquencies were suspended effective April 2, 2020, in compliance with Governor Newsom's Executive Order N-24-40. Additionally, the City halted all water and sewer fines and penalties as part of the COVID Relief Program. While the Executive Order has since been lifted with State and County COVID-19 related emergency declarations expired as of March 31, 2023, the City has continued the practice of not disconnecting any customers' water and has not reinstituted late fees.

Prior to the halt of fees and penalties, the City had a low rate of delinquent accounts with most being brought into balance prior to shutoff. However, current billing as of January 30, 2024, illustrates a substantial shift with 496 residential customers having accounts in arrears in excess of 90 days totaling \$790,443 in delinquent payments. If this outstanding balance persists, it will have a significant impact on the City's ability to operate the water system.

In effort to reinstate collection efforts, including the ability to shut customer's service off due to non-payment, the City must first have in place an ordinance in compliance with the Water Shutoff Protection Act as established via SB 998 and expanded by SB 3. The proposed ordinance brings Chapter 94 (Utilities), Article III (Water) into compliance while reorganizing the Code sections to better align with the water billing process, distinguishing procedures for residential customers from non residential customers.

Should City Council authorize the proposed Ordinance, staff will develop a Policy for customers to more easily understand the process as it relates to residential water billing, penalties/fines,

A Public Hearing to Consider Adopting Ordinance No. 1722 Amending the City of San Fernando's Water Policies to Comply with Senate Bill 998 and Senate Bill 3, Amending Provisions of Sections 94-151 through 94-164 of Division I, Chapter 94 (Utilities), Article III (Water) of the San Fernando Municipal Code Concerning the Discontinuation of Residential Water Service for Nonpayment

Page 4 of 5

and water disconnection. The Policy will be translated into various languages as required by State Law.

Utility Billing Resources and Assistance Programs.

The City has taken a number of steps to ensure customers having issues paying utility bills are made aware of a variety of assistance programs:

- *Low Income Household Water Assistance Program (LIHWAP):* The Federal LIHWAP provides financial assistance to low-income Californians to help manage their residential water utility costs. Established by Congress in December 2020, this federally funded program helps low-income households pay down their outstanding residential water or wastewater bills. California has been allocated \$116 million in one-time funding to provide LIHWAP assistance. The program was extended through March 2024. Staff has issued targeted mailings to residential customers with outstanding balances to take advantage of the LIHWAP program. A final mailing is planned for February 2024 prior to program expiration.
- *Water and Wastewater Arrearage Program:* The State of California allocated \$985 million in federal funding to support water bill arrearages accrued for residential and commercial customer accounts during the COVID-19 pandemic. The State Water Board dispersed \$385 million through their first round and opened a second round in November 2023 with \$600 million available. The City applied during the program first round and received approximately \$400,000 to cover outstanding customer payments from March 4, 2020 through July 15, 2021. Staff also applied for the program second round and received notification of an anticipated approval of \$482,000, which will soon be applied to outstanding residential billing from July 16, 2021 through December 31, 2022.

In addition to the above-mentioned programs, the City will soon be offering additional resources for utility billing as follows:

- *Financial Literacy Program:* In 2021, a Financial Literacy Program was recommended by the Community Development Block Grant (CDBG) Ad Hoc Committee as a component of the Water/Sewer Utility Assistance Program and approved by the City Council. Staff has since identified a program provider and on June 5, 2023, City Council approved expanding the program with additional class resources. Initial workshops are being developed with an emphasis on budgeting and will target customers with outstanding water, sewer and/or trash bills. Attendees that complete the program will be eligible for waivers of fines and penalties for accounts in arrears. Workshops are being developed with classes in English and Spanish for the following dates: Wednesday, March 6th; Saturday, March 16th; Thursday, April 18th; and Saturday, May 4th.

A Public Hearing to Consider Adopting Ordinance No. 1722 Amending the City of San Fernando's Water Policies to Comply with Senate Bill 998 and Senate Bill 3, Amending Provisions of Sections 94-151 through 94-164 of Division I, Chapter 94 (Utilities), Article III (Water) of the San Fernando Municipal Code Concerning the Discontinuation of Residential Water Service for Nonpayment

Page 5 of 5

- *Paymentus Online Payment Services:* Currently, the City provides water and sewer utility customers with the option to pay utility bills in person at City Hall, by mail, by direct debit from a checking account. Only cash, checks, and debit cards are accepted for payment. Credit cards are not currently accepted as a form of payment. On October 16, 2023, City Council approved an agreement with Paymentus Corporation for electronic payment services. Diverse options ensures that customers can choose the method that is most convenient for them and can also help reduce the likelihood of late payments. Staff has been meeting with the Paymentus team and anticipates rolling out the online payment platform by June 2024.

BUDGET IMPACT:

The adoption of Ordinance No. 1722 will also require a Water Shutoff Policy to be established and translated into Spanish, Chinese, Tagalog, Vietnamese and Korean as required by SB 998 and SB 3. Sufficient funding is included in the Fiscal Year 2023-2024 Adopted Budget under the translation services enhancement program. Financial Literacy Program workshops are funded through CDBG.

CONCLUSION:

Staff recommends that the City Council introduce for first reading, in title only, and waive further reading of Ordinance No. 1722 "An ordinance of the City Council of the City of San Fernando, California, amending provisions of Sections 94-151 through 94-164 of Division I, Chapter 94 (Utilities), Article III (Water) of the San Fernando Municipal Code concerning the discontinuation of residential water service for Nonpayment," to update the City's water shutoff procedures and ensure compliance with State Law.

ATTACHMENTS:

- A. Ordinance No. 1722
- B. Current San Fernando Municipal Code - Division I, Chapter 94 (Utilities), Article III (Water)
- C. Sample Water Billing, Fines/Penalties, and Disconnection Process Workflow

ORDINANCE NO. 1722

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING PROVISIONS OF SECTIONS 94-151 THROUGH 94-164 OF DIVISION I, ARTICLE III (WATER) OF CHAPTER 94 (UTILITIES) OF THE SAN FERNANDO MUNICIPAL CODE REFINING PROCEDURES FOR THE DISCONTINUATION OF RESIDENTIAL WATER SERVICE FOR NONPAYMENT AND OTHER RELATED AMENDMENTS

WHEREAS, the City of San Fernando ("City") is a municipal corporation, duly organized under the California Consitution and laws of the State of California; and

WHEREAS, the City owns and operates a public water system that supplies water to residential, commercial and industrial customers throughout the City's jurisdiction; and

WHEREAS, on September 28, 2018, Governor Brown signed Senate Bill No. 998, the Water Shutoff Protection Act ("SB 998") codified at Chapter 6 (commencing with Section 116900) to Part 12 of Division 104 of the California Health and Safety Code; and

WHEREAS, SB 998 established new and expanded protections regarding the discontinuation of water service for nonpayment and related matters; and

WHEREAS, at its Regular Meeting of February 18, 2023, the San Fernando City Council ("City Council") approved Urgency Ordinance No. U-1692 which amended provisions of the San Fernando Municipal Code to conform to the requirements of SB 998; and

WHEREAS, on October 13, 2023, Governor Newsom signed Senate Bill 3 ("SB 3") which further refines and expands the protections offered under SB 998; and

WHEREAS, the City Council of the City of San Fernando desires to immediately amend Division I of Article III of Chapter 94 of the San Fernando Municipal Code to again ensure consistency with the new requirements of SB 3 and other laws which will take effect in the coming year; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The recitals above are true and correct and incorporated herein by reference.

SECTION 2. Sections 94-151 through 94-164 of Division I (Generally) of Article III (Water) of Chapter 94 (Utilities) of the San Fernando Municipal Code are hereby repealed in the entirety and replaced with the following text:

Sec. 94-151. General Billing Provisions.

(a) Responsibility for payment for water service. Except for master-metered apartment buildings or unless a property owner consents by written agreement that water service be furnished to tenants on the property owner's account, the occupant of any premises shall be responsible for payment of any water and service charges applicable to premises occupied by the occupant. It shall be the occupant's duty to inform the city immediately of all circumstances and of any change in circumstances that will in any way affect the applicability of any charge to premises occupied by the occupant or the amount of any such charge. In particular, but not by way of limitation, an occupant of any premises shall immediately inform the city clerk of any sale or transfer of the ownership or leasehold interest to such premises by or to such occupant.

(b) Vacant Property. Whenever the property is vacant or unoccupied and the owner or his authorized agent or lessee notifies the city in writing that until further notice no water will be required on the premises, there shall be no charge for water on the premises from the time of notifying the city until further notice is given by such owner or agent or lessee that the discontinued service be resumed.

(c) Prior delinquent bills. An applicant for water services may be refused service if the applicant has previous delinquent and unpaid bills for water service at another location served by the city or other delinquent or unpaid city bills, licenses, fees, permits, or other charges.

(d) Nonreceipt of Bills. Whether a water service bill is delivered to an account holder by the city through the United State Postal Service or electronically at the mailing address or electronic mail address provided by the account holder in its application for water service, the failure of the consumer to receive such a bill does not relieve the consumer of the requirement for payment, nor is nonreceipt of a bill cause to remove a penalty from the account.

(e) Registration Failure; bill estimation. If a water meter fails to register during any two-month billing period, a charge will be made upon the amount of water used during the same two-month period during the previous year. If there was no meter at the premises in question during the previous year, a charge will be made upon the estimate fixed by the water superintendent or director which shall be paid by the consumer.

(f) Assumption of use.

- (1) In all cases the city will assume that water has been used where any person has had the opportunity to use water, and even though he/she may not have used any water during the billing period he/she will not be entitled to any rebate from the regular rate provided in such cases unless he/she has notified the city in writing to discontinue such service.

(2) *The city's regular rates for water shall be charged in every instance for premises vacated until the city shall have been notified in writing by the owner or his agent and filed with the service clerk in the water division of the discontinuance of the use of water upon such premises.*

(g) *Liability during discontinued period.* *If, after water service has been discontinued but before the service is reconnected for the new customer, the meter indicates water has been used, the owner of the property shall be responsible for charges incurred during the discontinued period.*

(h) *Records.* *The city shall keep a complete set of books or accounts showing all financial transactions with reference to the city water division and shall make or cause to be made all collections for water service.*

(i) *Dispute settlement.* *If a dispute arises between any water consumer and the city concerning water service or the amount of the water bill to such consumer, the dispute, subject to any applicable procedures of Sections 94-161 and 94-162, may be settled subject to the approval of the San Fernando City Council and the Finance Director. The provisions and procedures provided for in this section are permissive, only, and shall in no way affect any of the other sections of this article or bind the city to any set formula for settling disputes.*

Sec. 94-152. Supplanted service.

If the city's public works improvements interfere with existing water service to a consumer provided by a supplier other than the city, the city may, upon agreement of all parties affected, provide such water service instead of such other supplier. The city reserves the right and power to contract separately with any such consumer for the sale and delivery of water at times, places and prices to be fixed by the city council. The council may agree to furnish water to such consumer at prices equivalent to those paid by the city consumer to the supplanted supplier if it finds the city benefits thereby.

Sections 94-153 to 94-160 [Reserved]

Sec. 94-161. Residential Billing, Delinquences and Discontinuation of Service.

(a) *Residential Billing.*

(1) *Residential water meters shall be read on a bimonthly basis and bills for such service will be rendered to each residential water consumer on a bi-monthly basis. The Finance Director shall, as soon as practical, after the first day of the month following the two-month billing period in which the charges were incurred, deliver to each residential water consumer a statement of water service charges for the preceding two-month billing period. All charges shall be due and payable upon presentation (the "due date"), and the charges shall become delinquent if not paid by the first day*

of the month immediately following the month in which the bill for charges was issued (the "delinquency date"). The term "presentation" shall mean the date when bills are deposited into the mail or delivered electronically, whichever the case may be. For purposes of this Section 94-161, the capitalized term "Finance Director" shall mean the Finance Director of the City of San Fernando or designee.

- (2) *All water services charges shall be paid (i) in person at the Finance Department counter located at San Fernando City Hall during the City's regular business hours; or (ii) at the City's designated night drop-box located at San Fernando City Hall; or (iii) by mail delivered to the address indicated on the water service bill; or (iv) by such other means as may prescribed by the City. Payment for residential water service charges made by United States mail where the envelope containing such payments is properly addressed, bears sufficient postage, and is postmarked on or before the delinquency date, shall be accepted as payment before delinquency. If the day on which the payment of charges would otherwise be delinquent falls on a Saturday, Sunday, or holiday, the next full business day thereafter shall be considered as a day on which the delinquency occurs.*
- (b) *Delinquent bills.* *The following rules apply to residential consumers whose bills remain unpaid for more than sixty (60) calendar days following the delinquency date:*
- (1) *Courtesy Carry-Over of Unpaid Sums.* *If \$50 or less remains unpaid on unpaid on individual bimonthly bill, the unpaid sum will be carried over and added to the next billing period.*
 - (2) *Late charge.* *A late charge in an amount approved by city council resolution may be assessed and added to the outstanding balance on the consumer's account if the amount owing on that account is not paid before the delinquency notice is generated.*
 - (3) *Delinquency notice.* *If payment for a bill rendered is not made on or before the 30th day following the due date, a notice of delinquent payment (the "delinquency notice") will be mailed to the consumer, provided that such notice must be delivered no less than seven (7) business days prior to any discontinuation of service date identified in the delinquency notice itself. For purposes of this Section 94-161, the term "business days" shall mean Monday through Friday of each week, excluding those days in which the city is closed for business in observance of a city-observed holiday. If the consumer's address is not the address of the property to which the service is provided, the delinquency notice must also be sent to the address of the property served, addressed to "occupant." The delinquency notice must contain the following information:*

- (A) *The consumer's name and address;*
- (B) *Amount of delinquency;*
- (C) *Date by which payment or arrangement for payment must be made to avoid discontinuation of service;*
- (D) *Description of the process to apply for an extension of time to pay the amount owing;*
- (E) *Description of the procedure to petition for review and appeal of the bill giving rise to the delinquency; and*
- (F) *Description of the procedure by which the consumer can request a deferred, amortized, reduced or alternative payment schedule.*

The city may alternatively provide notice to the consumer of the impending discontinuation of service by telephone. If that notice is provided by telephone, the city shall offer to provide the consumer with a copy of this policy and also offer to discuss with the consumer the options for alternative payments, as described in Section 94-161(c)(3), below, and the procedures for review and appeal of the consumer's bill, as described in Section 94-161(l), below.

- (4) *Unable to contact customer.* *If the city is unable to contact the consumer by written notice (e.g., a mailed notice is returned as undeliverable) or by telephone, the city will make a good faith effort to visit the residence and leave, or make other arrangements to place in a conspicuous location, a notice of imminent discontinuation of water service for nonpayment, and a copy of this policy.*

- (5) *Requirements for Landlord-Tenant Relationships.*

- (A) *If the city furnishes individually metered residential water service to residential occupants of a detached single-family dwelling, a multiunit residential structure, mobilehome park, or permanent residential structure in a labor camp as defined in Section 17008, and the owner, manager, or operator of the dwelling, structure, or park is the customer of record, the city shall make every good faith effort to inform the residential occupants, by means of written notice, when the account is in arrears that service will be terminated at least ten (10) calendar days prior to the termination. The written notice shall further inform the residential occupants that they have the right to become customers, to whom the service will then be billed, without being required to pay any amount that may be due on the delinquent account.*

- (B) *The city is not required to make service available to the residential occupants unless each residential occupant agrees to the terms and conditions of service and meets the requirements of law and the city's rules and tariffs. However, if one or more of the residential occupants are willing and able to assume responsibility for the subsequent charges to the account to the satisfaction of the Finance Director, or if there is a physical means legally available to the city of selectively terminating service to those residential occupants who fail to meet the requirements of the city's rules and tariffs, the city shall make service available to those residential occupants who have met those requirements.*
- (C) *If prior service for a period of time is a condition for establishing credit with the city, residence and proof of prompt payment of rent or other credit obligation acceptable to the city for that period of time shall be a satisfactory equivalent.*
- (D) *Any residential occupant who becomes a customer of the city pursuant to this section whose periodic payments, such as rental payments, include charges for residential water service, where those charges are not separately stated, may deduct from the periodic payment each payment period all reasonable charges paid to the covered water system for those services during the preceding payment period.*
- (E) *In the case of a detached single-family dwelling, the city may do any of the following: (i) Give notice of termination at least seven days prior to the proposed termination; or (ii) In order for the amount due on the delinquent account to be waived, require an occupant who becomes a customer to verify that the delinquent account customer of record is or was the landlord, manager, or agent of the dwelling. Verification may include, but is not limited to, a lease or rental agreement, rent receipts, a government document indicating that the occupant is renting the property, or information disclosed pursuant to Section 1962 of the Civil Code.*
- (6) Water shut-off deadline. *Payment for water service charges must be received at San Fernando City Hall no later than 5:00 p.m. on the date specified in the delinquency notice. Payment made by regular mail that is postmarked prior to the water shut-off deadline but received by city after the deadline will be considered untimely.*
- (7) Notification of returned check. *Upon receipt of a returned check rendered as remittance of water service or other charges, the city will consider the account not paid. The city will attempt to notify the consumer in person and leave a notice of termination of water service at the premises. Water service will be disconnected if the amount of the returned check and returned check charge are not paid by the due date specified on the notice, which due date shall not be sooner than the date specified in the delinquency notice; or, if a*

delinquency notice has not been previously provided, no sooner than the 60th day after the due date for which payment by the returned check had been made. To redeem a returned check and to pay a returned check charge, all amounts owing must be paid by cash or certified funds.

(8) *Returned check tendered as payment for water service disconnected for nonpayment.*

(A) If the check tendered and accepted as payment which resulted in restoring service to an account that had been disconnected for nonpayment is returned as non-negotiable, the city may discontinue said water service upon at least three (3) calendar days' written notice. The consumer's account may only be reinstated by receipt of outstanding charges in the form of cash or certified funds. Once the consumer's account has been reinstated, the account will be flagged for a one-year period indicating that a non-negotiable check was issued by the consumer.

(B) If at any time during the one-year period described above, the consumer's account is again disconnected for nonpayment, the city may require the consumer to pay cash or certified funds to have that water service restored.

(c) Conditions prohibiting discontinuation. The city shall not discontinue residential water service if all of the following conditions are met:

- (1) Health conditions. The consumer or tenant of the consumer submits certification of a primary care provider that discontinuation of water service would (i) be life threatening, or (ii) pose a serious threat to the health and safety of a person residing at the property. (The term "primary care provider" shall have the same meaning as set forth under California Health & Safety Code § 116910(a)(1) as the same may be amended from time to time.); and*
- (2) Financial inability. The consumer demonstrates he or she is financially unable to pay for water service within the water system's normal billing cycle. The consumer is deemed "financially unable to pay" if any member of the consumer's household is: (i) a current recipient of the following benefits: CalWORKS, CalFresh, general assistance, Medi-Cal, SSI/State Supplementary Payment Program or California Special Supplemental Nutrition Program for Women, Infants, and Children; or (ii) the consumer declares the household's annual income is less than 200% of the federal poverty level; and*
- (3) Alternative payment arrangements. The consumer is willing to enter into an amortization agreement, alternative payment schedule, or a plan for deferred or reduced payment, consistent with the provisions of Section 94-161(f), below.*

(d) Process for determination of conditions prohibiting discontinuation of service.

- (1) *The water consumer bears the burden of proving compliance with the conditions described in Section 94-161(c), above.*
- (2) *To allow the city to commence the processing and consideration of any request for assistance by a consumer, the consumer shall first provide the city with all necessary documentation corroborating the existence of each of the conditions listed under Section 94-161(c), above, as far in advance as possible of any proposed date for discontinuation of service.*
- (3) *Upon receipt of such documentation, the Finance Director, shall review such documentation and respond to the consumer within seven (7) calendar days with either request additional information, including information relating to the feasibility of the available alternative arrangements, or notify the consumer of the alternative payment arrangement, and terms thereof as referenced under Section 94-161(f), below, in which the city will allow the consumer to participate.*
- (4) *If the city request additional information, the consumer shall provide the requested information within five (5) calendar days of receipt of the city's written request. Within five (5) calendar days of its receipt of all of the requested additional information, the city shall either notify the consumer in writing that the consumer does not meet the conditions of Section 94-161(c), above, or notify the consumer in writing of the alternative payment arrangement, and terms thereof, Section 94-161(f) below, in which the city will allow the consumer to participate.*
- (5) *Consumers who do not meet the conditions described in Section 94-161(c), above, must pay the delinquent amount, including any penalties and other charges, owing to the city by or before the latter of the following: (i) two (2) business days after the date of notification from the city of the city's determination the consumer failed to meet those conditions; or (ii) the date of the impending service discontinuation, as specified in the delinquency notice.*

(e) Special rules of low income consumers. *Consumers are deemed to have a household income below 200% of the federal poverty line if: (i) any member of the consumer's household is a current recipient of the following benefits: CalWORKS, CalFresh, general assistance, Medi-Cal, SSI/State Supplementary Payment Program or California Special Supplemental Nutrition Program for Women, Infants, and Children; or (ii) the consumer declares the household's annual income is less than 200% of the federal poverty level. If a consumer demonstrates either of those circumstances, then the following shall apply:*

- (1) Reconnection fees. *If water service has been discontinued and is to be reconnected, then any reconnection fees during the city's normal operating hours may not exceed \$50.00, and reconnection fees during nonoperational hours may not exceed \$150.00. Such fees may not exceed the actual cost of reconnection if that cost is less than the statutory caps. Fee caps may be adjusted annually for changes in the Consumer Price Index for the Los Angeles-Long Beach-Anaheim metropolitan area beginning on January 1, 2021.*
- (2) Interest waiver *Waive interest charges on delinquent bills once every twelve (12) months.*

(f) Alternative payment arrangements. *The city shall offer residential consumers one of the following alternative payment arrangements, to be selected by the city in city's sole discretion: (i) amortization of the unpaid balance; (ii) an alternative payment schedule; (iii) partial reduction of the unpaid balance provided that any such reduction shall be funded from a source that does not result in additional charges being imposed on other city customers; or, (iv) temporary deferral of payment. The Finance Director, shall, in the exercise of reasonable discretion, select the most appropriate alternative payment arrangement after reviewing the information and documentation provided by the consumer and taking into consideration the consumer's financial situation and city's payment needs. As authorized under the Health & Safety Code, the city reserves the right to set parameters for each of the options described above as may be adopted by city policy.*

- (1) Amortization. *If the city selects an amortization plan for the consumer, the plan shall be subject to the following terms:*
 - (A) Term. *The consumer shall pay the unpaid balance, with the administrative fee and interest over a period not to exceed twelve (12) months, as determined by the Finance Director; provided, however, that the Finance Director, in his or her reasonable discretion, may apply an amortization term of longer than twelve (12) months to avoid undue hardship on the consumer. The unpaid balance, together with the applicable administrative fee and any interest to be applied, shall be divided by the number of months in the amortization period, and that amount shall be added each month to the consumer's ongoing monthly bills for water service.*
 - (B) Administrative fee; interest. *For any approved amortization plan, the consumer will be charged an administrative fee, in the amount established by the city from time to time by resolution, representing the cost to the city of initiating and administering the plan. At the discretion of the Finance Director, interest at an annual rate not to exceed the legally allowable rate under California law shall be applied to any amounts to be amortized.*

- (C) Compliance with plan. The consumer must comply with the amortization plan and remain current as charges accrue in each subsequent billing period. The consumer may not request further amortization of any subsequent unpaid charges while paying delinquent charges pursuant to an amortization plan.
- (2) Alternative payment schedule. If the city selects an alternative payment schedule for the consumer, such arrangement shall be subject to the following conditions:
- (A) Repayment period. The consumer shall pay the unpaid balance, with the administrative fee and interest over a period not to exceed twelve (12) months, as determined by the Finance Director; provided, however, that the Finance Director, in his or her reasonable discretion, may extend the repayment period for longer than twelve (12) months to avoid undue hardship on the consumer.
- (B) Administrative fee; interest. For any approved alternative payment schedule, the consumer will be charged an administrative fee, in the amount established by the city from time to time by resolution, representing the cost to the city of initiating and administering the schedule. At the discretion of the Finance Director, interest at an annual rate not to exceed the legally allowable rate under California shall be applied to any amounts to be amortized.
- (C) Schedule. After consulting with the consumer and considering the consumer's financial limitations, the Finance Director, shall develop an alternative payment schedule to be agreed upon with the consumer. The alternative schedule may provide for periodic lump sum payments that do not coincide with the city's established payment date, may provide for payments to be made more frequently than monthly, or may provide that payments be made less frequently than monthly, provided that in all cases, subject to Section 94-161(i)(1), above, the unpaid balance and administrative fee shall be paid in full within twelve (12) months of establishment of the payment schedule. The agreed upon schedule shall be set forth in writing and be provided to the consumer.
- (D) Compliance with plan. The consumer must comply with the agreed upon payment schedule and remain current as charges accrue in each subsequent billing period. The consumer may not request a longer payment schedule for any subsequent unpaid charges while paying delinquent charges pursuant to a previously agreed upon schedule.

- (3) Reduction of unpaid balance. If the city elects to grant a partial reduction of the unpaid balance owed by the consumer, such arrangement shall be subject to the following conditions:
- (A) Amount of Reduction. The reduction shall not to exceed 20% of that balance. The proportion of any reduction shall be determined by the consumer's financial need, the city's financial condition and needs, and the availability of funds to offset the reduction of the consumer's unpaid balance.
 - (B) Repayment Period. The consumer shall pay the reduced balance by or before a date to be set by the Finance Director in his or her reasonable discretion (the "reduced payment due date") which date shall be at least fifteen (15) calendar days after the date the reduction is authorized by the Finance Director.
 - (C) Compliance with Plan. The consumer must pay the reduced balance by or before the reduced payment due date and must remain current in paying in full any charges that accrue in each subsequent billing period.
- (4) Temporary deferral of payment. If the city elects to temporarily defer payment, such arrangement shall be subject to the following conditions:
- (A) Length of Temporary Deferral. The Finance Director shall determine the date by which payment shall be deferred (the "payment deferral date") in his or her reasonable discretion, provided that no deferral may exceed a period of twelve (12) months from the original due date as defined under Section 94-161(a)(1), above.
 - (B) Compliance with reduced payment date. The consumer must pay the deferred sums by the payment deferral date and must remain current in paying in full any charges that accrue in each subsequent billing period.
- (5) Discontinuation – Failure to Comply with Alternatives. Residential water service may be discontinued no sooner than five (5) business days after the city posts a final notice of intent to disconnect service in a prominent and conspicuous location at the property under either of the following circumstances:
- (A) The customer fails to comply with an amortization agreement, an alternative payment schedule, or a deferral or reduction in payment plan for delinquent charges for sixty (60) calendar days or more.

(B) While undertaking an amortization agreement, an alternative payment schedule, or a deferral or reduction in payment plan for delinquent charges, the customer does not pay their current residential service charges for sixty (60) days or more.

(g) Appeals.

(1) Appeal to Contest Charges. No later than thirty (30) calendar days from the due date of a water bill, a consumer may request a review and appeal to contest the accuracy of any charges stated in a consumer's water bill or any other alleged errors in calculation. Such request must be made in writing and be delivered to the office of the City Clerk to the attention of the Finance Director. For so long as the consumer's appeal and any resulting investigation is pending, the city may not discontinue water service to the consumer. A consumer who fails to timely submit a request for review and appeal under this Section 94-161(g)(1) shall be deemed to have accepted that charges stated in the water bill are accurate and free of error and waives any further right to contest the same. The preceding sentence notwithstanding, a consumer retains the right to seek alternative relief as provided under Section 94-161(f)

(2) Appeal Hearing. Following receipt of a request for review and appeal, a hearing date shall be promptly set before the Finance Director. After evaluation of the evidence provided by the consumer and the information on file with the city concerning the water charges in question, the Finance Director shall issue a written decision. The decision of the Finance Director shall be final and binding.

(A) Water Charges Found to be Incorrect. If water charges are found to be inaccurate or otherwise in error, any overcharges will be reflected as a credit on the next regular bill to the consumer, or refunded directly to the consumer, at the sole discretion of the Finance Director.

(B) Water Charges Found to be Correct. If the water charges in question are found to be accurate and free of error, such charges shall be considered immediately due and payable and shall be considered delinquent if unpaid by the original delinquency due day stated under Section 94-161(a)(1). If the Finance Director's decision is issued after the passing of the original delinquency due date, the charges will be considered immediately delinquent but the city may not discontinue service for a period of sixty (60) calendar days from the date of the Finance Director's decision. The consumer may also seek the alternative relief afforded under Section 94-161(f), above.

(3) No Disconnection Pending Appeal. Water service to any consumer shall not be discontinued at any time during which the consumer's appeal is pending.

(h) Restoration of water services. To resume or continue water service that has been discontinued by the city due to nonpayment, the consumer must pay a security deposit and a reconnection fee established by the city council by resolution, subject to the limitations set forth in Section 94-161(e)(1), above. The city will endeavor to make such reconnection as soon as practicable as a convenience to the consumer. The city shall make the reconnection no later than the end of the next regular working day following the consumer's request and payment of any applicable reconnection fee.

(i) Publication of Annual Discontinuations of Residential Service. The city shall comply with the publication requirements of Health and Safety Code Section 116918 as the same may be amended from time to time.

(j) Termination due to unauthorized actions of customers. Nothing in this section shall apply to the termination of residential water service due to unauthorized action of a customer.

Sec. 94-162. Nonresidential Billing, Delinquencies and Discontinuation of Service.

(a) Nonresidential Billing.

- (1) Nonresidential water meters shall be read on a bimonthly basis and bills for such service will be rendered to each consumer on a bi-monthly basis. The Finance Director shall, as soon as practical, after the first day of the month succeeding the two-month period in which the charges were incurred, mail or deliver to each nonresidential water consumer a statement of water service charges for the preceding two-month period. All water services charges shall be due and payable upon presentation, and such charges shall become delinquent if not paid thirty (30) calendar days thereafter. The term "presentation" shall mean the date when bills are deposited into the mail or delivered electronically, whichever the case may be.*
- (2) All water services charges shall be paid in person at Finance Department counter located at San Fernando City Hall during the City's regular business hours; at the City's designated night drop-box located at San Fernando City Hall; by mail at the mailing address indicated on the water service bill; or by such other means as prescribed by the City. Payment for nonresidential water service charges made by United States mail where the envelope containing such payments is properly addressed, bears sufficient postage, and is postmarked at any time prior to 12:00 midnight of the day on which such charges would otherwise become delinquent shall be accepted as payment before delinquency. If the day on which the payment of charges would otherwise be delinquent falls on a Saturday, Sunday, or holiday, the next full business day thereafter shall be considered as a day on which the delinquency occurs.*

(b) Deposit Increase for Delinquent Nonresidential Accounts. *If a nonresidential water consumer who has made a deposit to guarantee the payment of water service charges fails to pay the consumer's delinquent bill together with all added penalties and fees before the 20th day following the day in which such bill becomes delinquent, the deposit shall be increased to the minimum set by section 94-263, or increased to the equivalent of the delinquent amount including penalties and fees.*

(c) Payment Extensions and Penalty and Fee Waivers. *If the Finance Director determines that an extension of time or relief from any penalty for violation of this division should be granted, the director or designee may authorize in writing an extension of such time limits not to exceed 30 calendar days or authorize the waiver of penalties. Only one such extension or waiver shall be granted in a calendar year, except in hardship situations as determined by the Finance Director, who shall maintain a record of reasons for granting the extension. No extension of time may be granted to waive delinquent penalties. Elected officials are not eligible for any payment extensions and penalty and fee waivers without the express consent of the city council.*

(d) Penalty for nonresidential water consumers. *When all or any part of any water bill remains unpaid after the date on which it becomes delinquent, a penalty in an amount or percentage as may be established by City Council resolution shall be added to such bill upon its becoming delinquent and shall be collected from the consumer.*

(e) Disconnection for delinquency. *If a bill for nonresidential water service charges, penalties, and disconnection notice delivery fee is not paid, the water service shall be turned off after a final notice advising the customer of such shutoff on or before the expiration of approximately twenty (20) calendar days following the date on which it becomes delinquent. A further administrative/reconnection fee; other delinquent or unpaid city bills, licenses, fees, permits, or other charges; and a security deposit shall be paid before the service is then reconnected, pursuant to section 94-263. No checks shall be accepted for payment of disconnected accounts. A final notice of imminent disconnection of water service shall be made to the occupants of the premises before service is discontinued. A fee per unit for this notification will be charged to the account as pursuant to section 94-263.*

SECTION 3. CEQA. The City Council has determined that the proposed Ordinance is not a "project" as defined by the California Environmental Quality Act (CEQA) Guidelines Section 15378.

SECTION 4. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase would be subsequently declared invalid or unconstitutional.

SECTION 5. Inconsistent Provisions. Any provision of the San Fernando Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to the extent necessary to implement the provisions of this Ordinance.

SECTION 6. Construction. The City Council intends this Ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this Ordinance shall be construed in light of that intent. To the extent the provisions of the San Fernando Municipal Code as amended by this Ordinance are substantially the same as the provisions of that Code as it read prior to the adoption of this Ordinance, those amended provisions shall be construed as continuations of the earlier provisions and not as new enactments.

SECTION 7. Publication and Effective Date. This Ordinance is enacted pursuant to the authority conferred upon the City Council by Government Code Sections 36934 and 36937 and shall be in full force and effect upon its adoption by a four-fifths (4/5) vote of the City Council. The City Clerk shall cause this Ordinance to be published once in a newspaper of general circulation within fifteen (15) days after its adoption.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of San Fernando this _____ day of _____, 2024.

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

ATTEST:

Julia Fritz, City Clerk

APPROVED AS TO FORM:

Richard A. Padilla, Assistant City Attorney

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 Ordinance No. 1722 which was introduced on February 20, 2024, adopted at a regular meeting of the the City Council of the City of San Fernando, California, held on the ____ day of ____, 2024 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 ____, 2024.

Julia Fritz, City Clerk

**TEXT OF CURRENT DIVISION 1 (GENERALLY), CHAPTER 94 (UTILITIES), ARTICLE III (WATER) OF
THE SAN FERNANDO MUNICIPAL CODE**

CHAPTER 94. UTILITIES

ARTICLE III. WATER

DIVISION 1. GENERALLY

Sec. 94-131. Water division established.

The water division is created and established as an operating division under the general direction of the public works director.

(Code 1957, § 28.1)

Sec. 94-132. Responsibility of water division.

It shall be the responsibility of the water division to obtain water through extraction and diversion facilities owned or leased and operated by it or others and acquire water by purchase, exchange or otherwise and to distribute water to the inhabitants of and property in the city for domestic, irrigation, recreation, commercial and industrial purposes.

(Code 1957, § 28.2)

Sec. 94-133. Supervision of water division.

The water division shall be under the supervision of the water superintendent, and he shall be directly responsible and report to the public works director, who shall be appointed by the city council.

(Code 1957, § 28.3)

Sec. 94-134. Adoption of rules and regulations and rates, charges and penalties.

- (a) Under this article the city council may from time to time by resolution:
- (1) Adopt rules and regulations for the operation and maintenance of the water division.
 - (2) Establish, fix and modify the rates, charges and penalties for the furnishing of water and the time and method of payment therefor.
 - (3) Prescribe rules for the extension of water mains within the city and along its boundaries.

(4) From time to time amend such rules, regulations and rates and adopt new rules, regulations, rates and conditions if need be.

(b) The violation of any such rules and regulations so adopted by the council by resolution shall constitute a violation of this article.

(Code 1957, § 28.4)

Sec. 94-135. Property of city.

All services and water meters installed by the water division shall remain at all times the property of the city and shall be maintained, repaired and renewed by the city when rendered unserviceable by normal wear and tear.

(Code 1957, § 28.5)

Sec. 94-136. Unauthorized connections; interference with meters.

It shall be unlawful for any person, other than one who is duly authorized by the public works director or water superintendent, to connect or disconnect any water service or to turn on or suffer or cause to be turned on any water service that has been turned off by the water division from any building or premises in the city. It shall be unlawful for any person to meddle or interfere with any water meters or service in the city without written permission from the public works director or water superintendent.

(Code 1957, § 28.6)

Sec. 94-137. Liability of consumer for injury to meters.

Any damage to a water meter resulting from vandalism, carelessness or neglect of the consumer or any member of his family or anyone employed by him and any damage which may result from hot water or steam from a boiler, water heater, or otherwise shall be charged to and paid for by such consumer to the water division on presentation of the bill therefor. If such bill is not paid, the water shall be shut off from such premises without further notice and shall not be turned on again until all charges are paid.

(Code 1957, § 28.7)

Sec. 94-138. Reserved.

Editor's note(s)—Ord. No. 1537, § 12, adopted Oct. 21, 2002, repealed § 94-138 which pertained to penalty for violation and derived from Code 1957, § 28.8.

Sec. 94-139. Right of entry.

(a) Any authorized city official or employee shall have the right of entry into buildings or premises regulated by this article during reasonable hours for the purpose of inspection, checking, changing, or reading water meters installed in such dwellings or premises. The city employees so designated shall be furnished with appropriate identification which shall be displayed on request.

(Supp. No. 37)

Created: 2023-06-05 09:52:56 [EST]

- (b) If any authorized city inspector, foreman, or employee is refused admittance to any premises supplied by water by the city or on being admitted is hindered or prevented from making such examination, reading, or inspection due to the maintenance on such premises by a dog or animals or for any other reason, the water superintendent or director may cause the service of water to the premises to be discontinued after giving written notice to the owner or occupant of his intention to do so. The notice shall be deemed served upon the owner or occupant thereof if it is mailed to his last known address and a copy thereof mailed to the premises if his mailing address is not at the same premises. The service of water may be discontinued until the owner or occupant has given satisfactory assurance to the water superintendent or director that any inspector, foreman, or employee will not be hindered or prevented from making the examination, reading or inspection.

(Code 1957, § 28.40)

Sec. 94-140. Unlawful acts and trespass.

It is unlawful for any person to open any fire hydrant, street hydrant, stopcock, gate valve, or to interfere in any manner with any street water service, water connection, or any water meter attached to any service pipe connected with the water mains or to turn on or off water mains or water pipes of the city or to tap, break, or injure any water main or water pipe of the city or any reservoir or to tap any water service pipe or to take or draw water from any water main, pipe, or hydrant of the city without first having made written application for water service, as provided in this article, and paying the established water rate or service charge. It shall be unlawful for any person to trespass upon the public property of the water division without written permission from the water superintendent or director.

(Code 1957, § 28.41)

Sec. 94-141. Repairs to water mains, meter and lines.

The city shall at its own expense make all repairs necessary to water mains, meters, and pipelines connecting with water mains. The city shall make no repair or do any work whatsoever on the water pipeline beyond the meter connection. Any repair made necessary by any act of negligence or carelessness by the consumer or any other person shall be charged to and collected from the consumer or the person responsible. The city will in no case be liable for damage occasioned by water running from an open or faulty fixture or from broken or damaged pipe beyond the city's meter.

(Code 1957, § 28.42)

Sec. 94-142. Turning water off or on in emergency.

The water division shall have the power and authority to turn off the water supply without notice in any emergency or disaster or for the purpose of repair, replacement, construction, reconstruction of any water line or appurtenant part of the city's water system or the installation of any meter or for the failure to pay any water bill or other charge of the water division within the times and in the manner prescribed in this article. The director or water superintendent shall make reasonable effort to notify all consumers prior to such emergency that the water is to be turned off or on.

(Code 1957, § 28.43)

Sec. 94-143. Supplying to other than occupant of premises.

It is unlawful for any person to supply water to any other person other than the occupants of the premises of such consumer.

(Code 1957, § 28.44)

Sec. 94-144. Street numbers.

No applicant for water service shall be entitled to the service until the building or premises where such water is to be furnished is numbered as required by article V of chapter 74 of this Code and such number is given to the water division.

(Code 1957, § 28.45)

Sec. 94-145. Service application form.

Before any water will be supplied by the city to any person who requires service from the city-owned water system to water pipes on any real property, the owner or occupant of the property shall make a written application to the finance department for such service and service connection upon a form provided in the finance division.

(Code 1957, § 28.50)

Sec. 94-146. Service application deposit.

- (a) A security deposit will be required unless the applicant for water service has had a previous utility account with the city within the prior 24 months and has regularly paid all bills for water from the city promptly for 12 months immediately prior to closing that service account. If an applicant cannot qualify for credit under this requirement, he shall make a security deposit in the amount set forth in section 94-263. However, the owner of the property or his authorized agent may guarantee payment for the tenant, and such guarantee shall be accepted provided the owner's credit has been established as provided in this subsection. Where such service is for commercial uses, the security deposit required may be twice the average monthly bills of consumers of his class.
- (b) After 12 payments have been made in the month in which they were due for monthly billing or after six payments have been made in the month in which they were due for bimonthly billing, the deposit will be credited to the depositor.

(Code 1957, § 28.51)

Sec. 94-147. Consumer moving into location with current service.

When a consumer moves into a place of business or residence from which water service was not previously discontinued and does not call at the office and make proper arrangements for service within a period of three days, the service will be discontinued and the administrative/reconnection service charge collected before service is again resumed.

(Code 1957, § 28.52)

Sec. 94-148. Turning on water supply.

When turning on the water supply as requested and the house and property is vacant, the city will endeavor to ascertain if water is running on the inside of the building. If such is found to be the case, the meter will be left shut off at the curb cock on the inlet side of the meter or on the outlet side at the customer hand valve between the house and the meter, and a notice will be left at the property stating why water was not turned on. Every property owner for his own convenience and safety must have a customer-owned wheel valve at some convenient place between the meter and the building.

(Code 1957, § 28.53)

Sec. 94-149. Consumer requested discontinuance of service.

- (a) Upon notification by the owner or occupant of a building or premises to have the water shut off, the city shall have the water shut off on the supply side of the meter within 48 hours of receiving written notice to discontinue service. At that time the meter reading shall be recorded and a bill rendered which shall include a cost for the amount of water used according to the rates and charges provided and for the prorated monthly minimum service charge due for the fractional part of the current billing period.
- (b) The person last accepting responsibility for the water utility account shall be responsible for all charges and fees until notification is received by the service office to close the account in the name of that person. A valid forwarding address is also required to relieve the consumer of liability for the water utility bill.

(Code 1957, § 28.54; Ord. No. 1692, § 4, 2-18-2020)

Sec. 94-150. Temporary service.

Any applicant for temporary water service shall be required to deposit the estimated cost of the facilities required and the water to be used. Upon discontinuance of use, payment will be adjusted to the actual cost to the city of placing and removing meter, connection, etc., and the water consumed will be billed at regular rates.

(Code 1957, § 28.55)

Sec. 94-151. Responsibility for payments.

- (a) Except for master-metered apartment buildings or unless a property owner consents by written agreement that water service be furnished to tenants on the property owner's account, the occupant of any premises shall be responsible for payment of any water and service charges applicable to premises occupied by him. It shall be the occupant's duty to inform the city immediately of all circumstances and of any change in circumstances that will in any way affect the applicability of any charge to premises occupied by him or the amount of any such charge. In particular, but not by way of limitation, an occupant of any premises shall immediately inform the

city clerk of any sale or transfer of the ownership or leasehold interest to such premises by or to such occupant.

- (b) Whenever the property is vacant or unoccupied and the owner or his authorized agent or lessee notifies the city in writing that until further notice no water will be required on the premises, there shall be no charge for water on the premises from the time of notifying the city until further notice is given by such owner or agent or lessee that the discontinued service be resumed.

(Code 1957, § 28.56)

Sec. 94-152. Prior delinquent bills.

An applicant may be refused water service if he has previous delinquent and unpaid bills for water service at another location served by the city or other delinquent or unpaid city bills, licenses, fees, permits, or other charges.

(Code 1957, § 28.57)

Sec. 94-153. Supplanted service.

If the city's public works improvements interfere with existing water service to a consumer provided by a supplier other than the city, the city may, upon agreement of all parties affected, provide such water service instead of such other supplier. The city reserves the right and power to contract separately with any such consumer for the sale and delivery of water at times, places and prices to be fixed by the city council. The council may agree to furnish water to such consumer at prices equivalent to those paid by the city consumer to the supplanted supplier if it finds the city benefits thereby.

(Code 1957, § 28.58)

Sec. 94-154. Billing.

- (a) Water meters shall be read as near monthly as possible where the billing is to be monthly and as near bimonthly as possible where bimonthly billing is to be used. The finance director shall, as soon as practical, after the first day of the month succeeding the month for which the charges were incurred for monthly billing and the first day of the month succeeding the two-month period in which the charges were incurred for bimonthly billing, mail or deliver to each consumer a statement of water service charges for the preceding month or two-month period, as the case may be. All charges shall be due and payable at the office of the city treasurer on the first day of the next succeeding month following the month in which the charges were incurred and shall become delinquent at 12:00 midnight on the last day of the month. If bimonthly billing is made by the city, such water service charges shall become due on the first day of the first month following the bimonthly period for which the charges are billed, and the charges shall become delinquent at 12:00 midnight on the last day of the month. The foregoing notwithstanding, charges for residential water service charges shall become due and payable as provided under section 94-161 (Delinquent bills and discontinuation of service.) of this article, below.
- (b) Payment for such service charges made by United States mail where the envelope containing such payments is properly addressed, bears sufficient postage, and is postmarked at any time prior to

12:00 midnight of the day on which such charges would otherwise become delinquent shall be accepted as payment before delinquency. If the day on which the payment of charges would otherwise be delinquent falls on a Saturday, Sunday, or holiday, the next full business day thereafter shall be considered as a day on which the delinquency occurs.

- (c) City hall is the only authorized paying station. If paid elsewhere, the city is not responsible if payment is delayed in reaching the office, and penalties for late payment will be charged.

(Code 1957, § 28.60; Ord. No. 1545, § 30, 11-3-2003; Ord. No. 1692, § 5, 2-18-2020)

Sec. 94-155. Nonreceipt of bills.

The city is responsible for delivering the water bills to the United States Postal Service. Failure of the consumer to receive a bill from the United States Postal Service does not relieve the consumer of the requirement for payment, nor is nonreceipt of a bill cause to remove a penalty from the account.

(Code 1957, § 28.61)

Sec. 94-156. Registration failure; bill estimation.

If a water meter fails to register during any month, a charge will be made upon the amount of water used during the same month of the previous year. If there was no meter at the premises in question during the previous year, a charge will be made upon the estimate fixed by the water superintendent or director which shall be paid by the consumer.

(Code 1957, § 28.62)

Sec. 94-157. Assumption of use.

- (a) In all cases the city will assume that water has been used where any person has had the opportunity to use water, and even though he may not have used any water during the month or billing period he will not be entitled to any rebate from the regular rate provided in such cases unless he has notified the city in writing to discontinue such service.
- (b) The city's regular rates for water shall be charged in every instance for premises vacated until the city shall have been notified in writing by the owner or his agent and filed with the service clerk in the water division of the discontinuance of the use of water upon such premises.

(Code 1957, § 28.63)

Sec. 94-158. Liability during discontinued period.

If, after water service has been discontinued but before the service is reconnected for the new customer, the meter indicates water has been used, the owner of the property shall be responsible for charges incurred during the discontinued period.

(Code 1957, § 28.64)

Sec. 94-159. Records.

The city shall keep a complete set of books or accounts showing all financial transactions with reference to the city water division and shall make or cause to be made all collections for water service.

(Code 1957, § 28.65)

Sec. 94-160. Dispute settlement.

If a dispute arises between any water consumer and the city concerning water service or the amount of the water bill to such consumer, the dispute may be settled subject to the approval of the city council and the finance director. The provisions and procedures provided for in this section are permissive, only, and shall in no way affect any of the other sections of this article or bind the city to any set formula for settling disputes.

(Code 1957, § 28.66; Ord. No. 1545, § 31, 11-3-2003)

Sec. 94-161. Delinquent bills and discontinuation of service.

(a) *Application.* The procedures set forth under subsections (b) through subsection (f) of this section shall apply to residential water consumers only. For purposes of this section 94-161, the capitalized term "Policy" shall be a collective reference to the policies and procedures set forth under subsections (b) through (f) of this section, below. All other water consumers shall be governed by the provisions of subsection (g) of this section and the provisions of sections 94-162 through 94-167 and such other provisions of the San Fernando Municipal Code as may be applicable nonresidential water consumers. The provisions of subsection (g) of this section and sections 94-162 through 94-167 shall have no application to residential water consumers.

(b) *Rendering and payment of bills.*

(1) Bills for residential water service will be rendered to each consumer on a bi-monthly basis. Residential water service charges shall become due and payable upon presentation (hereinafter, the "due date") and shall become delinquent if not paid within 30 calendar days thereafter (hereinafter, the "delinquency date"). As provided under subsection (b) of section 94-154, if the day on which the payment of charges would otherwise be delinquent falls on a Saturday, Sunday or city-observed holiday, the next business day thereafter shall be considered as the day on which the delinquency occurs. Except as otherwise provided under water service is subject to discontinuation if such charges are not paid within 60 days from the delinquency date. Payment may be made at San Fernando City Hall during the city's normal business hours, excluding city-observed holidays and as provided under subsection (b) of section 94-154 (billing), above. It is the consumer's responsibility to assure that payments are received by city in a timely manner. Partial payments are not authorized unless prior approval has been received from the city. Bills will be computed as follows:

a. Meters will be read at regular intervals for the preparation of periodic bills and as required for the preparation of opening bills, closing bills, and special bills.

- b. Bills for metered service will show the meter reading for the current and previous meter reading period for which the bill is rendered, the number of units, date, and days of service for the current meter reading.
 - c. City billings shall be paid in legal tender of the United States of America. Notwithstanding the foregoing, the city shall have the right to refuse any payment of such billings in coin.
- (2) *Delinquent bills.* The following rules apply to residential consumers whose bills remain unpaid for more than 60 days following the delinquency date:
- a. If less than a minimum bill (i.e., less than the account's bi-monthly meter charge) remains unpaid on any billing, it shall be carried over and added to the next billing period.
 - b. *Delinquency notice.* If payment for a bill rendered is not made on or before the 30th day following the due date, a notice of delinquent payment (the "delinquency notice") will be mailed to the consumer, provided that such notice must be delivered no less than seven business days prior to any discontinuation of service date identified in the delinquency notice itself. For purposes of this policy, the term "business days" shall refer to any days on which San Fernando City Hall is regularly open for business. If the consumer's address is not the address of the property to which the service is provided, the delinquency notice must also be sent to the address of the property served, addressed to "occupant." The delinquency notice must contain the following information:
 - 1. Consumer's name and address;
 - 2. Amount of delinquency;
 - 3. Date by which payment or arrangement for payment must be made to avoid discontinuation of service;
 - 4. Description of the process to apply for an extension of time to pay the amount owing as set forth under subsection (c), below;
 - 5. Description of the procedure to petition for review and appeal of the bill giving rise to the delinquency as set forth under subsection (d), below; and
 - 6. Description of the procedure by which the consumer can request a deferred, amortized, reduced or alternative payment schedule as set forth under subsection (c), below.
- The city may alternatively provide notice to the consumer of the impending discontinuation of service by telephone. If that notice is provided by telephone, the city shall offer to provide the consumer with a copy of this policy and also offer to discuss with the consumer the options for alternative payments, as described in subsection (c), below, and the procedures for review and appeal of the consumer's bill, as described in subsection (d), below.
- c. *Unable to contact customer.* If the city is unable to contact the consumer by written notice (e.g., a mailed notice is returned as undeliverable) or by telephone, the city will

make a good faith effort to visit the residence and leave, or make other arrangements to place in a conspicuous location, a notice of imminent discontinuation of water service for nonpayment, and a copy of this policy.

- d. *Late charge.* A late charge in an amount approved by city council resolution may be assessed and added to the outstanding balance on the consumer's account if the amount owing on that account is not paid before the delinquency notice is generated.
 - e. *Water shut-off deadline.* Payment for water service charges must be received at San Fernando City Hall no later than 5:00 p.m. on the date specified in the delinquency notice. Payment made by regular mail that is postmarked prior to the water shut-off deadline but received by city after the deadline will be considered untimely.
 - f. *Notification of returned check.* Upon receipt of a returned check rendered as remittance of water service or other charges, the city will consider the account not paid. The city will attempt to notify the consumer in person and leave a notice of termination of water service at the premises. Water service will be disconnected if the amount of the returned check and returned check charge are not paid by the due date specified on the notice, which due date shall not be sooner than the date specified in the delinquency notice; or, if a delinquency notice has not been previously provided, no sooner than the 60th day after the due date for which payment by the returned check had been made. To redeem a returned check and to pay a returned check charge, all amounts owing must be paid by cash or certified funds.
 - g. Returned check tendered as payment for water service disconnected for nonpayment.
 1. If the check tendered and accepted as payment which resulted in restoring service to an account that had been disconnected for nonpayment is returned as non-negotiable, the city may discontinue said water service upon at least three calendar days' written notice. The consumer's account may only be reinstated by receipt of outstanding charges in the form of cash or certified funds. Once the consumer's account has been reinstated, the account will be flagged for a one-year period indicating that a non-negotiable check was issued by the consumer.
 2. If at any time during the one year period described above, the consumer's account is again disconnected for nonpayment, the city may require the consumer to pay cash or certified funds to have that water service restored.
- (3) *Conditions prohibiting discontinuation.* The city shall not discontinue residential water service if all of the following conditions are met:
- a. *Health conditions.* The consumer or tenant of the consumer submits certification of a primary care provider that discontinuation of water service would (i) be life threatening, or (ii) pose a serious threat to the health and safety of a person residing at the property. (The term "primary care provider" shall have the same meaning as set forth under California Health & Safety Code § 116910(a)(1) as the same may be amended from time to time.); and
 - b. *Financial inability.* The consumer demonstrates he or she is financially unable to pay for water service within the water system's normal billing cycle. The consumer is deemed "financially unable to pay" if any member of the consumer's household is: (i) a current

recipient of the following benefits: CalWORKS, CalFresh, general assistance, Medi-Cal, SSI/State Supplementary Payment Program or California Special Supplemental Nutrition Program for Women, Infants, and Children; or (ii) the consumer declares the household's annual income is less than 200 percent of the federal poverty level; and

- c. *Alternative payment arrangements.* The consumer is willing to enter into an amortization agreement, alternative payment schedule, or a plan for deferred or reduced payment, consistent with the provisions of subsection (c) (alternative payment arrangements), below.
- (4) *Process for determination of conditions prohibiting discontinuation of service.* The consumer bears the burden of proving compliance with the conditions described in paragraph (3) of this subsection, above. To allow the city to commence the processing and consideration of any request for assistance by a consumer, the consumer shall first provide the city with all necessary documentation demonstrating the medical issues under paragraph (3)a. of this subsection, above; financial inability under paragraph (3)b. of this subsection, above; and a willingness to enter into any alternative payment arrangement under paragraph (3)c. of this subsection, above, as far in advance of any proposed date for discontinuation of service as possible. Upon receipt of such documentation, the finance director, shall review such documentation and respond to the consumer within seven calendar days with either request additional information, including information relating to the feasibility of the available alternative arrangements, or notify the consumer of the alternative payment arrangement, and terms thereof, under subsection (c), below, in which the city will allow the consumer to participate. For purposes of this section, the capitalized term "finance director" shall mean the finance director of the city or his or her designee. If the city has requested additional information, the consumer shall provide the requested information within five calendar days of receipt of the city's written request. Within five calendar days of its receipt of the additional information, the city shall either notify the consumer in writing that the consumer does not meet the conditions of paragraph (3) of this subsection, above, or notify the consumer in writing of the alternative payment arrangement, and terms thereof, under subsection (c), below, in which the city will allow the consumer to participate. Consumers who fail to meet the conditions described in paragraph (3) of this subsection, above, must pay the delinquent amount, including any penalties and other charges, owing to the city by or before the latter of the following: (i) two business days after the date of notification from the city of the city's determination the consumer failed to meet those conditions; or (ii) the date of the impending service discontinuation, as specified in the delinquency notice.
 - (5) *Special rules of low income consumers.* Consumers are deemed to have a household income below 200 percent of the federal poverty line if: (i) any member of the consumer's household is a current recipient of the following benefits: CalWORKS, CalFresh, general assistance, Medi-Cal, SSI/State Supplementary Payment Program or California Special Supplemental Nutrition Program for Women, Infants, and Children; or (ii) the consumer declares the household's annual income is less than 200 percent of the federal poverty level. If a consumer demonstrates either of those circumstances, then the following shall apply:
 - a. *Reconnection fees.* If water service has been discontinued and is to be reconnected, then any reconnection fees during the city's normal operating hours may not exceed \$50.00, and reconnection fees during nonoperational hours may exceed \$150.00. Such

fees may not exceed the actual cost of reconnection if that cost is less than the statutory caps. Fee caps may be adjusted annually for changes in the Consumer Price Index for the Los Angeles-Long Beach-Anaheim metropolitan area beginning on January 1, 2021.

- b. *Interest waiver.* The city shall not impose any interest charges on delinquent bills.
- (6) *Landlord-tenant arrangements.* The below procedures apply to individually metered detached single-family dwellings, multi-unit residential structures and mobile home parks where the property owner or manager is the customer of record and is responsible for payment of the water bill.
 - a. *Required notice.*
 - 1. At least ten calendar days prior if the property is a multi-unit residential structure or mobile home park, or seven calendar days prior if the property is a detached single-family dwelling, to the possible discontinuation of water service, the city must make a good faith effort to inform the tenants/occupants at the property by written notice that the water service will be discontinued.
 - 2. The written notice must also inform the tenants/occupants that they have the right to become customers to whom the service will be billed, without having to pay any of the then-delinquent amounts.
 - b. *Tenants/occupants as customers.*
 - 1. The city is not required to make water service available to the tenants/occupants unless each tenant/occupant agrees to the terms and conditions for water service and meets the city's requirements and rules.
 - 2. If (i) one or more of the tenants/occupants assumes responsibility for subsequent charges to the account to the city's satisfaction, or (ii) there is a physical means to selectively discontinue service to those tenants/occupants who have not met the city's requirements, then the city may make service available only to those tenants/occupants who have met the requirements.
 - 3. If prior service for a particular length of time is a condition to establish credit with the city, then residence at the property and proof of prompt payment of rent for that length of time, to the city's satisfaction, is a satisfactory equivalent.
 - 4. If a tenant/occupant becomes a customer of the city and the tenant's/occupant/s rent payments include charges for residential water service where those charges are not separately stated, the tenant/occupant may deduct from future rent payments all reasonable charges paid to the city during the prior payment method.
- (c) *Alternative payment arrangements.* For any consumer who meets the three conditions set forth in paragraph (3) of subsection (b), above, in accordance with the process set forth in paragraph (4) of subsection (b), above, the city shall offer the consumer one of the following alternative payment arrangements, to be selected by the city in city's discretion: (i) amortization of the unpaid balance under paragraph a. of this subsection, below; (ii) alternative payment schedule under paragraph b. of this subsection, below; (iii) partial or full reduction of unpaid balance under paragraph c. of this subsection, below; or, (iv) temporary deferral of payment under paragraph d. of this subsection, below. The finance director, shall, in the exercise of reasonable discretion, select the most

appropriate alternative payment arrangement after reviewing the information and documentation provided by the consumer and taking into consideration the consumer's financial situation and city's payment needs.

- (1) *Amortization.* Any consumer who is unable to pay for water service within the city's normal payment period and meets the three conditions set forth under paragraph (3) of subsection (b), above, as the city shall confirm, may, if the city has selected this alternative, enter into an amortization plan with the city on the following terms:
 - a. *Term.* The consumer shall pay the unpaid balance, with the administrative fee and interest as specified in paragraph 2. of this subsection, below, over a period not to exceed 12 months, as determined by the finance director; provided, however, that the finance director, in his or her reasonable discretion, may apply an amortization term of longer than 12 months to avoid undue hardship on the consumer. The unpaid balance, together with the applicable administrative fee and any interest to be applied, shall be divided by the number of months in the amortization period, and that amount shall be added each month to the consumer's ongoing monthly bills for water service.
 - b. *Administrative fee; interest.* For any approved amortization plan, the consumer will be charged an administrative fee, in the amount established by the city from time to time by resolution, representing the cost to the city of initiating and administering the plan. At the discretion of the finance director, interest at an annual rate not to exceed eight percent shall be applied to any amounts to be amortized under this paragraph a.
 - c. *Compliance with plan.* The consumer must comply with the amortization plan and remain current as charges accrue in each subsequent billing period. The consumer may not request further amortization of any subsequent unpaid charges while paying delinquent charges pursuant to an amortization plan. Where the consumer fails to comply with the terms of the amortization plan for 60 calendar days or more, or fails to pay the consumer's current service charges for 60 calendar days or more, the city may discontinue water service to the consumer's property at least five business days after the city posts at the consumer's residence a final notice of its intent to discontinue service.
- (2) *Alternative payment schedule.* Any consumer who is unable to pay for water service within the city's normal payment period and meets the three conditions set forth in paragraph (3) of subsection (b), above, as the city shall confirm, may, if the city has selected this alternative, enter into an alternative payment schedule for the unpaid balance in accordance with the following:
 - a. *Repayment period.* The consumer shall pay the unpaid balance, with the administrative fee and interest as specified in paragraph b.2. of this subsection, below, over a period not to exceed 12 months, as determined by the finance director; provided, however, that the finance director, in his or her reasonable discretion, may extend the repayment period for longer than 12 months to avoid undue hardship on the consumer.
 - b. *Administrative fee; interest.* For any approved alternative payment schedule, the consumer will be charged an administrative fee, in the amount established by the city from time to time by resolution, representing the cost to the city of initiating and administering the schedule. At the discretion of the finance director, interest at an

annual rate not to exceed eight percent shall be applied to any amounts to be amortized under this paragraph 2 of this subsection.

- c. *Schedule.* After consulting with the consumer and considering the consumer's financial limitations, the finance director, shall develop an alternative payment schedule to be agreed upon with the consumer. The alternative schedule may provide for periodic lump sum payments that do not coincide with the city's established payment date, may provide for payments to be made more frequently than monthly, or may provide that payments be made less frequently than monthly, provided that in all cases, subject to paragraph b.2. of this subsection, above, the unpaid balance and administrative fee shall be paid in full within 12 months of establishment of the payment schedule. The agreed upon schedule shall be set forth in writing and be provided to the consumer.
 - d. *Compliance with plan.* The consumer must comply with the agreed upon payment schedule and remain current as charges accrue in each subsequent billing period. The consumer may not request a longer payment schedule for any subsequent unpaid charges while paying delinquent charges pursuant to a previously agreed upon schedule. Where the consumer fails to comply with the terms of the agreed upon schedule for 60 calendar days or more, or fails to pay the consumer's current service charges for 60 calendar days or more, the city may discontinue water service to the consumer's property at least five business days after the city posts at the consumer's residence a final notice of its intent to discontinue service.
- (3) *Reduction of unpaid balance.* Any consumer who is unable to pay for water service within the city's normal payment period and meets the three conditions set forth in paragraph (3) of subsection (b), above, as the city shall confirm, may, if the city has selected this alternative, receive a reduction of the unpaid balance owed by the consumer, not to exceed 20 percent of that balance; provided that any such reduction shall be funded from a source that does not result in additional charges being imposed on other city customers. The proportion of any reduction shall be determined by the consumer's financial need, the city's financial condition and needs, and the availability of funds to offset the reduction of the consumer's unpaid balance.
- a. *Repayment period.* The consumer shall pay the reduced balance by the due date determined by the finance director, which date (the "reduced payment date") shall be at least 15 calendar days after the effective date of the reduction of the unpaid balance.
 - b. *Compliance with reduced payment date.* The consumer must pay the reduced balance on or before the reduced payment date, and must remain current in paying in full any charges that accrue in each subsequent billing period. If the consumer fails to pay the reduced payment amount within 60 calendar days after the reduced payment date, or fails to pay the consumer's current service charges for 60 calendar days or more, the city may discontinue water service to the consumer's property at least five business days after the city posts at the consumer's residence a final notice of its intent to discontinue service.
- (d) *Temporary deferral of payment.* Any consumer who is unable to pay for water service within the city's normal payment period and meets the three conditions set forth in paragraph (3) of subsection (b), above, as the city shall confirm, may, if the city has selected this alternative, have

payment of the unpaid balance temporarily deferred for a period of up to six months after the payment is due. The city shall determine, in its discretion, how long of a deferral shall be provided to the consumer.

- (1) *Repayment period.* The consumer shall pay the unpaid balance by the deferral date (the "deferred payment date") determined by the finance director. The deferral payment date shall be within 12 months from the date the unpaid balance became delinquent; provided, however, that the finance director, in his or her reasonable discretion, may establish a deferred payment date beyond that 12 month period to avoid undue hardship on the consumer.
- (2) *Compliance with reduced payment date.* The consumer must pay the reduced balance on or before the deferred payment date, and must remain current in paying in full any charges that accrue in each subsequent billing period. If the consumer fails to pay the unpaid payment amount within 60 calendar days after the deferred payment date, or fails to pay the consumer's current service charges for 60 calendar days or more, the city may discontinue water service to the consumer's property at least five business days after the city posts at the consumer's residence a final notice of its intent to discontinue services.
- (3) *Appeals.* The procedure to be used to appeal the amount set forth in any bill for residential water service is as follows:
- (4) *Initial appeal.* Within ten days of receipt of the bill for water service, the consumer has a right to initiate an appeal or review of any bill or charge rendered by the city. Such request must be made in writing and be delivered to the office of the city clerk to the attention of the finance director. For so long as the consumer's appeal and any resulting investigation is pending, the city cannot discontinue water service to the consumer.
- (5) *Delinquency notice appeal.* In addition to the appeal rights provided under paragraph (1) of this subsection, above, any consumer who receives an delinquency notice may request an appeal or review of the bill to which the delinquency notice relates at least five business days after the date of the delinquency notice if the consumer alleges that the bill is in error with respect to the quantity of water consumption set forth on that bill; provided, however, that no such appeal or review rights shall apply to any bill for which an appeal or request for review under paragraph (1) of this subsection, above, has been made. Any appeal or request for review under this subsection must be in writing and must include documentation supporting the appeal or the reason for the review. The request for an appeal or review must be delivered to the office of the city clerk to the attention of the finance director within that five business day period. For so long as the consumer's appeal and any resulting investigation is pending, the city may not discontinue water service to the consumer.
- (6) *Appeal hearing.* Following receipt of a request for an appeal or review under paragraph (1) or (2) of this subsection, above, a hearing date shall be promptly set before the finance director. After evaluation of the evidence provided by the consumer and the information on file with the city concerning the water charges in question, the finance director shall render a decision as to the accuracy of the water charges set forth on the bill and shall provide the appealing consumer with a brief written summary of the decision.
 - a. If water charges are determined to be incorrect, the city will provide a corrected invoice and payment of the revised charges will be due within ten calendar days of the invoice

date for the revised charges. If the revised charges remain unpaid for more than 60 calendar days after the corrected invoice is provided, water service will be disconnected, on the next regular working day after expiration of that 60 calendar day period; provided that the city shall provide the consumer with the delinquency notice in accordance with paragraph (2)b. of subsection (b), above. Water service will only be restored upon full payment of all outstanding water charges, penalties, and any and all applicable reconnection charges.

- b. If the water charges in question are determined to be correct, the water charges are due and payable within two business days after the finance director's decision is rendered. At the time the finance director's decision is rendered, the consumer will be advised of the right to further appeal before a hearing officer designated by the city manager ("hearing officer"). Any such appeal must be filed in writing within seven calendar days after the finance director's decision is rendered if the appeal or review is an initial appeal under paragraph (1) of this subsection, above, or within three calendar days if the appeal or review is an delinquency notice appeal under paragraph (2) of this subsection, above. The appeal hearing will occur at a date agreed to by the consumer and the hearing officer.
- c. For an initial appeal under paragraph (1) of this section, above, if the consumer does not timely appeal to the finance director the water charges in question shall be immediately due and payable. In the event the charges are not paid in full within 60 calendar days after the original billing date, then the city shall provide with the delinquency notice in accordance with paragraph (1)b. of subsection (b), above, and may proceed in discontinuing service to the consumer's property.
- d. For a delinquency notice appeal under paragraph (2) of this subsection, above, if the consumer does not timely appeal to the finance director, then the water service to the subject property may be discontinued on written or telephonic notice to the consumer to be given at least 24 hours after the latter to occur of: (i) the expiration of the original 60 calendar day notice period set forth in the delinquency notice; or (ii) the expiration of the appeal period.
- e. When a hearing before a hearing officer is requested, such request shall be made in writing and delivered to the office of the city clerk to the attention of the city manager. The consumer will be required to personally appear before the hearing officer and present evidence and reasons as to why the water charges on the bill in question are not accurate. The hearing officer shall evaluate the evidence presented by the consumer, as well as the information on file with the city concerning the water charges in question, and render a decision as to the accuracy of said charges.
- f. If the hearing officer finds the water charges in question are incorrect, the consumer will be invoiced for the revised charges. If the revised charges remain unpaid for more than 60 calendar days after the corrected invoice is provided, water service will be disconnected, on the next regular working day after expiration of that 60 calendar day period; provided that the city shall provide the consumer with the delinquency notice in accordance with paragraph (2)b. of subsection (b), above. Water service will be restored only after outstanding water charges and any and all applicable reconnection charges are paid in full.

- g. If the water charges in question are determined to be correct, the water charges are due and payable within two business days after the decision of the hearing officer is rendered. In the event that charges are not paid in full within 60 calendar days after the original billing date, then the city shall provide the consumer with a delinquency notice in accordance with paragraph (3)b. of subsection (b), above, and may proceed in discontinuing water service to the consumer's property.
 - h. Any overcharges will be reflected as a credit on the next regular bill to the consumer, or refunded directly to the consumer, at the sole discretion of the hearing officer.
 - i. Water service to any consumer shall not be discontinued at any time during which the consumer's appeal is pending.
 - j. The hearing officer's decision shall be final and binding.
- (e) *Restoration of water services.* To resume or continue water service that has been discontinued by the city due to nonpayment, the consumer must pay a security deposit and a reconnection fee established by the city council by resolution, subject to the limitations set forth in paragraph (5)a. of subsection (b), above. The city will endeavor to make such reconnection as soon as practicable as a convenience to the consumer. The city shall make the reconnection no later than the end of the next regular working day following the consumer's request and payment of any applicable reconnection fee.
- (f) *Publication.* The city shall comply with the publication requirements of Health and Safety Code Section 116918 as the same may be amended from time to time.
- (g) *Nonresidential water consumers.* This subsection shall apply to all nonresidential water consumers. When all or any part of any water bill remains unpaid after the date on which it becomes delinquent, a penalty of ten percent of the total amount of such bill shall be added to such bill upon its becoming delinquent and shall be collected from the consumer.

(Code 1957, § 28.70; Ord. No. 1692, § 3, 2-18-2020)

Sec. 94-162. Disconnection notice.

A final notice of imminent disconnection of water service shall be made to the occupants of the premises before service is discontinued. A fee per unit for this notification will be charged to the account as pursuant to section 94-263.

(Code 1957, § 28.71)

Sec. 94-163. Disconnection for delinquency.

If a bill for water service charges, penalties, and disconnection notice delivery fee is not paid, the water service shall be turned off after a final notice advising the customer of such shutoff on or before the expiration of approximately 20 days following the date on which it becomes delinquent. A further administrative/reconnection fee; other delinquent or unpaid city bills, licenses, fees, permits, or other charges; and a security deposit shall be paid before the service is then reconnected, pursuant to section 94-263. No checks shall be accepted for payment of disconnected accounts.

(Code 1957, § 28.72)

Sec. 94-164. Deposit increase for delinquent accounts.

If a consumer who has made a deposit to guarantee the payment of water service charges fails to pay his delinquent bill together with all added penalties and fees before the 20th day following the day in which such bill becomes delinquent, the deposit shall be increased to the minimum set by section 94-263, or increased to the equivalent of the delinquent amount including penalties and fees.

(Code 1957, § 28.73)

Sec. 94-165. Payment extensions and penalty and fee waivers.

If the finance director determines that an extension of time or relief from any penalty for violation of this division should be granted, the director or designee may authorize in writing an extension of such time limits not to exceed 30 days or authorize the waiver of penalties. Only one such extension or waiver shall be granted in a calendar year, except in hardship situations as determined by the finance director, who shall maintain a record of reasons for granting the extension. No extension of time may be granted to waive delinquent penalties. Elected officials are not eligible for any payment extensions and penalty and fee waivers without the express consent of the city council.

(Code 1957, § 28.74; Ord. No. 1489, § 1, 1-20-1998; Ord. No. 1545, § 32, 11-3-2003)

Sec. 94-166. Penalty for turning on water after turnoff.

No person shall turn on water or suffer it to be turned on at any meter or other connection to the city's water distribution system after the water has been turned off by the city. Meter readings will be taken when the meter is shut off, and any increase in the reading will be considered proof that the meter had been turned on, even if found in the off position when checked. For each time the employees of the water division are required to again turn the water off or determine that the meter had been turned on and off, a tampering fee shall be charged pursuant to section 94-263.

(Code 1957, § 28.75)

Sec. 94-167. Returned checks.

When a water customer presents the city with a check or other negotiable instrument in payment of a water bill that is not negotiable either because of a insufficient funds, closed account, or other reason, the customer, pursuant to section 94-263, shall present the city with cash covering the amount of the check plus a penalty. If payment is not made, disconnection shall take place within 48 hours of notification of the customer with appropriate reconnection penalties.

(Code 1957, § 28.76)

Sec. 94-168. Connection.

Upon the applicant for water service having complied with all the requirements relating to written application for service, the city will cause the property described to be connected to the city water main subject to this Code, and the applicant shall bear the cost of the installation of service.

(Code 1957, § 28.80)

Sec. 94-169. Connection size.

The city reserves the right to determine the size of the water service connection and its location with respect to the boundaries of the premises to be served. The laying of the consumer pipe to the curb shall not be done until the service connection is installed. If the consumer lays his pipe to the curb before or after the service connection is installed and its location is more than five feet from where the service connection enters the property, the consumer shall bear the extra cost of connecting the service connecting pipe to the consumer pipe.

(Code 1957, § 28.81)

Sec. 94-170. One meter per lot.

No more than one water meter shall be installed on any lot or parcel of real property without the approval and consent of the director or water superintendent.

(Code 1957, § 28.82)

Sec. 94-171. Multiple meters.

For the purpose of making charges, all water meters upon a consumer's premises will be considered separately, and the reading thereof shall not be combined. However, when the water division shall, for operating necessity, install upon the consumer's premises in place of one meter two or more in parallel, the reading of such two or more meters shall be combined for the purpose of making charges.

(Code 1957, § 28.83)

Sec. 94-172. Restoration of property after connecting service pipe to meter.

When any plumber or any other person connecting a water service pipe to the property side of a water meter uses water for testing the pipes, he shall leave the service box in as good condition as found and shall leave the water shut off, if found shut off, and shall in writing notify the city at the time the connection is made. Any damage caused by the negligence or carelessness of any plumber or other person to any part of the meter box or connection shall be paid by such plumber or person to the city on demand.

(Code 1957, § 28.84)

Sec. 94-173. Billing for connection of meter.

The water division may connect a meter to any water service or service pipe at any time it deems it expedient to do so and render a corrected bill from the date of installation of such meter according to the meter rates and charges.

(Code 1957, § 28.85)

Sec. 94-174. Distance of sewer or gas service from water service.

No sewer ditch, sewer pipe, gas pipe, or any other service pipe shall be installed or maintained nearer than three feet to any water service pipe, water main, or water service meter of the city. Reference is hereby made to the city's water construction standards.

(Code 1957, § 28.86)

Sec. 94-175. City property ownership.

All water services and water meters installed by the water division shall remain at all times the property of the city and shall be maintained, repaired, and renewed by the city when rendered unserviceable by normal wear and tear when in its judgment such repairs are needed. Where water meter replacements, repairs, or adjustments are rendered necessary by a consumer's negligence or carelessness or by any member of his family or any person in his employ, any expenses caused to the city thereby shall be charged to and collected from the consumer.

(Code 1957, § 28.87)

Sec. 94-176. Curbstop or meter shutoff valve.

Every water service connection installed by the city shall be equipped with a curbstop or shutoff valve on the inlet side of the water meter. Such valve or curbstop is intended for the exclusive use by the city in controlling the water supply through the service connection pipe. If the curbstop or shutoff valve is damaged by the consumer's use to an extent requiring repair or replacement, such repair or replacement shall be at the consumer's expense. For ordinary usage, a consumer shall provide his own valves between the meter and the first half or branch of the consumer's service line.

(Code 1957, § 28.88)

Sec. 94-177. Shutoff valve installation.

A consumer of water shall install at his own expense a shutoff valve inside the property line at a location accessible to the city employees in the water division.

(Code 1957, § 28.89)

Sec. 94-178. Checkvalve required.

If the placing of a checkvalve on the property side of the city's water facilities or to the water meter of any consumer is necessary in the opinion of the water superintendent for the water system safety and protection or appliances thereof, such consumer shall be notified in writing by the water superintendent to have an approved checkvalve installed at his expense. If, after five days' written notice, such checkvalve has not been installed and working, the service shall be discontinued and the water shut off until such a checkvalve is installed and the city notified. Service shall be restored only upon payment of required administrative/reconnection charge. After such checkvalve is installed, the consumer shall be required to provide an annual or more frequent, if required by the director,

inspection of the checkvalve by a qualified inspector and provide the city with a certificate showing that the checkvalve is functioning properly.

(Code 1957, § 28.90)

Sec. 94-179. Backflow device.

Backflow devices shall be installed pursuant to division 2 of this article.

(Code 1957, § 28.91)

Sec. 94-180. Common service connection.

- (a) No service connection for water shall be made for the purpose of supplying through a common service two or more independent consumers occupying premises held under the same ownership unless the houses are on the same lot or the property is what is known as a court or apartment house, and then only provided the owner of such premises shall agree in writing to pay all charges for water served thereto.
- (b) No water shall be served for two or more parcels of property separately owned through a common service pipe unless there is no water main contiguous to the premises from which service may be had and, further, unless the consumer first in order of service from the water main shall in writing guarantee the payment of water rates and charges for all parcels of property so served and for the monthly minimum charge under this article.
- (c) Water served through a meter shall not be transported through pipes, conduits, or hoses across lot lines or property lines except as noted in this section.

(Code 1957, § 28.92)

Sec. 94-181. Vandalism to meters.

- (a) It shall be unlawful for any person, other than city employees and such persons who are authorized by the city, to connect or disconnect any water service from any building or premises in the city. It shall be unlawful for any person to in any manner tamper, meddle or interfere with any part of any water meter or service in the city. Any such vandalism to any city meter or other water division device or equipment may result in tampering fees and/or legal action.
- (b) After the water meter is so connected to the water service or service pipe, any damage to such meter resulting from vandalism, carelessness, or negligence of the consumer or any member of his family or anyone employed by him or any damage which may result from hot water or steam from a boiler or otherwise shall be paid for by such consumer to the city. If such bill is not paid, the water shall be shut off from the premises without further notice, and the water shall not be turned on until all charges are paid.

(Code 1957, § 28.93)

Sec. 94-182. Cutting off or interfering with meter.

It is unlawful for any person to interfere with or cut off or remove a water meter from any water service where it has been installed without first receiving written permission from the water superintendent or director. Such permission shall be granted only for the purpose of tests, replacements, repairs to the meter or service pipes, and readjustments of service of similar emergency.

(Code 1957, § 28.94)

Sec. 94-183. Reinstallation fee.

Water meters that have been out of service for six months or more shall be removed and a service charge made for reinstallation.

(Code 1957, § 28.95)

Sec. 94-184. Penalty for city's removal of meter.

When it becomes necessary, in order to protect the city's interest and prevent the unauthorized use of water, to remove the water meter from the premises, a further penalty shall be imposed and collected before service is continued, provided that such removal or discontinuance is made necessary because of a violation of or by the failure on the part of the user or owner to perform some act required of him by this Code.

(Code 1957, § 28.96)

Sec. 94-185. Meter testing.

Any water consumer may demand that the meter, through which water is being furnished, be examined and tested by the water division for the purpose of ascertaining whether or not it is registering correctly the amount of water which is being delivered through it. Such demand shall be made in writing to the water division and shall be accompanied by a deposit. Upon receipt of such demand it shall be the duty of the water division to cause the meter to be examined and tested. If on examination and test the meter shall be found to register over three percent more water than actually passes through it, another meter shall be substituted for it, and the deposit shall be repaid to the person making the application and the water bill for the current period adjusted in such a manner as the water superintendent may deem fair and just. If the meter is found to register not over three percent fast, the deposit shall be forfeited to the city and the water bill paid as rendered.

(Code 1957, § 28.97)

Sec. 94-186. Size of mains.

The minimum size of water mains to be installed by the city or by others under the direction of the city's water division shall be eight inches.

(Code 1957, § 28.100)

Sec. 94-187. Water main installation and extension generally.

The city council reserves the right and power to fix and establish rules for the installation and extension of water mains within the city. After such main or pipe has been installed and accepted by the city, it shall thereafter be the property of the city and shall be maintained by the city.

(Code 1957, § 28.101)

Sec. 94-188. Application for water main extension.

- (a) Any person requesting a water main extension by the city shall deposit with the city a sum fixed by the director equal to the estimated cost thereof plus the then-current city's overhead cost attributable to such work.
- (b) The city upon completion of such work shall deduct from such deposit the actual cost and overhead attributable thereto and reimburse any remaining balance to the person depositing the cost. If for any reason the deposit is not sufficient to pay the actual cost thereof, together with overhead attributable thereto, the person applying for such extension shall pay the excess forthwith on demand of the city, and until paid the city may refuse to supply water for such extension. Where any such extension will thereafter provide the means of supplying water to property other than that owned by the applicant, the cost of such extension shall be spread by the city engineer on a square-footage basis to all property that can be served therefrom. Any person thereafter connecting a meter on to such extension to serve water to any property not owned by the original applicant shall pay to the city, in addition to all meter and water charges, an extension charge equal to the property area in square-foot charge as spread by the city engineer, multiplied by the square footage of his property fronting on the street served by such extension, which sum so collected shall be reimbursed to the original depositor who originally paid for the extension, provided the right to reimburse accrues within ten years from the date extension was first completed.

(Code 1957, § 28.102)

Sec. 94-189. Service maintenance.

The service connection extending from the water main to the water meter shall be maintained by the city. All pipes and fixtures extending or lying beyond the meter shall be installed and maintained by the property owner.

(Code 1957, § 28.103)

Sec. 94-190. Use in boiler, hydraulic elevators, power pumps and similar apparatus.

It is unlawful for any person to draw any water from any city pipes or water mains directly into any stationary steam boiler, hydraulic elevator, power pump, or similar apparatus. If a consumer desires water from the city to be used in any stationary steam boiler, hydraulic elevator, power pump, or similar apparatus, the consumer shall first apply in writing to the city council. If a permit is granted by the city council, such consumer shall provide a tank or reservoir of such capacity as required by standard

practice. No such tank or reservoir shall be installed or used unless and until the plans and specifications have been examined and approved in writing by the director or water superintendent.

(Code 1957, § 28.104)

Sec. 94-191. Use of fire hydrants generally.

Fire hydrants are provided for the sole purpose of extinguishing fires and shall be opened and used only by the fire department or other city officials authorized to do so.

(Code 1957, § 28.110)

Cross reference(s)—Fire prevention and protection, ch. 38.

Sec. 94-192. Fire hydrant size.

The minimum size of fire hydrants to be installed by the city or by others under the direction of the city's water division shall be six inches inlet with one- to 2½-inch and one- to four-inch outlets. Reference is made to the city's water construction standards.

(Code 1957, § 28.111)

Cross reference(s)—Fire prevention and protection, ch. 38.

Sec. 94-193. Installation or connection of fire hydrant with main.

No fire hydrant shall be placed or installed or connected with the city's water mains by any person unless and until permission has been granted by the director or water superintendent.

(Code 1957, § 28.112)

Cross reference(s)—Fire prevention and protection, ch. 38.

Sec. 94-194. Location of fire hydrants.

Fire hydrants shall be located on private property and public rights-of-way so that at all times the maximum length of hose required to reach from any combustible structure or material to the nearest hydrant shall be 150 feet in all zones except single-family residential, in which the maximum length shall be 300 feet. All hydrants, pipes and appurtenances on private property will be dedicated to the city along with easements providing access for necessary operation.

(Code 1957, § 28.113)

Cross reference(s)—Fire prevention and protection, ch. 38.

Sec. 94-195. Fire hydrant opening responsibilities.

Every person authorized to open the fire hydrant shall replace the cap on the outlet, when the fire hydrant is not in use, and leave the hydrant in as good as condition as when found. Such officer or

person shall report to the water superintendent or director any leaks or breaks or damage to the fire hydrant immediately upon discovery.

(Code 1957, § 28.114)

Sec. 94-196. Use of fire hydrants.

All persons using water through fire hydrants or other hydrants owned or controlled by the city shall be required to obtain a permit to do so from the water division, which shall issue no such permit to any person who has violated any of the sections of this article or whose indebtedness to the water division for water used or damage to hydrants is delinquent.

(Code 1957, § 28.115)

Sec. 94-197. Construction work.

A contractor and any other person desiring to use water in construction work where connections must be made other than through a meter shall in each and every case make written application for and shall obtain a written permit for the water use from the water superintendent before connecting with any water main, standpipe, or using water therefrom and shall make the deposit required by the water superintendent sufficient in his opinion to cover the estimated cost of the water to be used. Such permit shall be exhibited upon the work for which it has been issued during the full time the water is being used pursuant to such permit.

(Code 1957, § 28.116)

Sec. 94-198. Fire hydrant wrench.

Every person authorized to open fire hydrants will be required to use an official fire hydrant wrench and to furnish a cutoff valve to regulate the flow of water beyond the fire hydrant and to replace the caps on the outlets when they are not in use. Failure to do so will be sufficient cause to prohibit further use of the hydrants and the refusal to grant subsequent permits for the use of fire hydrants.

(Code 1957, § 28.117)

Secs. 94-199—94-225. Reserved.

Sample Water Billing, Fines/Penalties, and Disconnection Process Workflow

DATE	OLD PROCESS	NEW PROCESS
1/1/2023	Presentation of Bill	Presentation of Bill
1/31/2024	Due Date for Bill	Due Date for Bill
2/1/2024	Delinquency Notice Generated with 10% Delinquency Fee	Delinquency Notice Generated with 10% Delinquency Fee
2/15/2024	Due Date for Delinquency	
2/16/2024	Shut Off Notice Generated with \$15 Fee	
2/20/2024	Water Services Discontinued	
3/1/2024		2nd Delinquency Notice Generated with Additional 10% Delinquency Fee
3/15/2024		Shut Off Services Notification Generated
4/1/2024		Water Services Discontinued

*This Page
Intentionally
Left Blank*

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Juan Salas, Recreation and Community Services Supervisor

Date: February 20, 2024

Subject: Discussion and Updates on the 2024 Independence Day Festival

RECOMMENDATION:

It is recommended that the City Council:

- a. Discuss and consider the proposed date and location of the 2024 Independence Day Festival; and
- b. Provide staff direction, as appropriate.

BACKGROUND:

1. On July 4, 2012, the City hosted the last Independence Day Festival at Recreation Park before going on a ten-year hiatus due to budget cuts.
2. On June 7, 2021, the City Council approved the revival of the Independence Day Festival in the City and directed staff to prepare recommendations for implementing an Independence Day Festival.
3. On June 21, 2021, the City Council approved a \$35,000 allocation for the Independence Day Festival.
4. On July 2, 2022, the City hosted the Red, White and Lights Laser Show for the Independence Day Festival in the Downtown San Fernando Mall in lieu of Recreation Park, which was closed due to construction of the San Fernando Regional Park Infiltration Project.
5. On July 1, 2023, the City hosted the second annual Red, White and Lights Laser Show for the Independence Day Festival in the Downtown San Fernando Mall as Recreation Park was still unavailable due to the construction of the San Fernando Regional Park Infiltration Project.

Discussion and Updates on the 2024 Independence Day Festival

Page 2 of 3

6. On February 5, 2024, staff presented City Council with a proposal to host the Independence Day Festival on June 29, 2024 and hold the event to Recreation Park. City Council directed staff to provide laser/drone show options, visuals and a cost comparison between the proposed date and July 4, 2024.

ANALYSIS:

The City's Independence Day Festival was revived in 2021 after a hiatus due to budget cuts. Unable to use Recreation Park in recent years, the festival was temporarily relocated to the Downtown San Fernando Mall. Staff suggests returning the event to Recreation Park in 2024 for a more traditional setting, with a proposed date of Saturday, June 29, 2024. Plans include minimizing impact on newly laid grass and incorporating carnival rides, a scavenger hunt, entertainment, and a laser light show, pending budget approval.

On the February 5, 2024 City Council directed staff to bring back this item with laser show options and cost differences between the proposed date of Saturday, June 29, 2024 and Thursday, July 4, 2024. Table A illustrates the cost difference between the laser show and drone show options for the two dates being considered.

TABLE A: Independence Day Festival Light Show Cost Comparison		
Event Allocation \$35,000	June 29, 2024	July 4, 2024
NuSalt Laser International, Inc.-Laser show	\$ 23,500	\$ 23,500
Open Sky Productions (150 drones)	\$ 30,000	\$ 75,000
Sky Elements Drones (100 drones)	\$ 40,000	\$ 40,000
Grizzly Drone Light Shows	\$	No longer available on this date

Table B outlines an estimate of all other associated costs for the Independence Day Festival. Consideration of the overall event costs is imperative when selecting a light show option because the selection will dictate the available funds for the remainder of the event.

Discussion and Updates on the 2024 Independence Day Festival

Page 3 of 3

TABLE B: Independence Day Festival Event Cost Comparison		
Event Allocation \$35,000 (excluding Laser/Drown Show options)	June 29, 2024	July 4, 2024
Stage and Sound Production	\$ 6,500	\$ 6,500
Band	\$ 3,000	\$ 3,000
Miscellaneous Portable restroom rental Event permits Generator rental Marketing material (posters, flyers, etc)	\$ 3,000	\$ 3,000
Carnival Games Fun slide (fiberglass) Rock wall/bungee combo Ferris wheel	\$ 4,000	\$ 4,000
DJ/MC	\$ 500	\$ 500
Total Other Costs	\$ 17,000	\$ 17,000

The total cost for the Independence Day Celebration on Saturday, June 29, 2024 is \$40,500 for a laser light show; or \$47,000 for the lowest cost drone show, which is 10-13 minutes with 150 drones.

The total cost for a 4th of July Celebration on Thursday, July 4, 2024 is \$40,500 for a laser light show; or \$57,000 for the lowest cost drone show, which is 10-13 minutes with 100 drones.

In addition to overall cost consideration, it is important to also note that options incurring a cost over \$25,000 with any one specific vendor/contractor will require staff to follow the Request For Proposal (RFP) process as stated in the City's purchasing policy. Due to the short turnaround time for planning the 2024 event, staff would not have adequate time to undergo the RFP process, unless City Council waives the formal bid requirement. Drones show also require a flight authorization from the Federal Aviation Administration (FAA) up to 90 days before the event.

BUDGET IMPACT:

The FY 2023-2024 allocation for the Independence Day Celebration is \$35,000. In past years, staff has been able to secure sponsorships and in-kind donations to cover a portion of event expenses. Sponsorships/donations have typically amounted to approximately \$5,500. Contingent upon City Council direction, an additional appropriation may be necessary.

CONCLUSION:

It is recommended that the City Council receive and file this update, provide direction as to the date and location of the 2024 Independence Day Festival, and provide additional direction as appropriate.

*This Page
Intentionally
Left Blank*

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

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

Date: February 20, 2024

Subject: Presentation and Discussion of the Home Rehabilitation Loan Program

RECOMMENDATION:

It is recommended that City Council:

- a. Receive a presentation from staff related to the establishment of a Home Rehabilitation Loan Program;
- b. Provide direction to staff, as applicable; and
- c. Authorize the City Manager to execute all related documents.

BACKGROUND:

1. In 1964, the City Council adopted Ordinance No. 888 to establish the Redevelopment Agency of the City of San Fernando. The San Fernando Redevelopment Agency (RDA) was authorized to conduct business and exercise its power under the State Community Redevelopment Law (State Redevelopment Law).
2. On August 2, 1982, the City Council adopted Resolution Nos. 5248 and 5249 to establish the City Rehabilitation Loan Program to assist with home repairs. This program was funded with property tax increment received through the San Fernando Redevelopment Agency.
3. On November 17, 1997, the Redevelopment Agency adopted Resolution No. 647 approving the "First Time Home Buyer Loan Program" that assisted with housing loan down payments. This program was also funded with property tax increment received through the San Fernando Redevelopment Agency.
4. On June 28, 2011, the Governor signed Assembly Bill ABX1 26 (AB 26) and ABX1 27 (AB 27) making certain changes to the State Redevelopment Law. The California Redevelopment Association and League of California Cities filed a lawsuit in the California Supreme Court (California Redevelopment Association, et al. v. Matosantos, et al., Case No. S194861) alleging

Presentation and Discussion of the Home Rehabilitation Loan Program

Page 2 of 7

that AB 26 and AB 27 were unconstitutional. As a result of the Supreme Court's decision on February 1, 2012, all redevelopment agencies were dissolved and replaced by successor agencies, which were designated as successor entities to the former redevelopment agencies. The amended State Redevelopment Law also removed redevelopment funds from cities, which resulted in the City's discontinuation of the First Time Home Buyer Loan Program and the Home Rehabilitation Loan Program.

5. On November 15, 2021, an item was placed on the agenda by then Councilmember Rodriguez asking City Council to consider using the City's low and moderate income housing funds from the former Redevelopment Agency to re-establish programs for low income housing loans and grant assistance. The City Council directed staff to bring the item back for further discussion.
6. On February 7, 2022, the City Council directed staff to move forward with the establishment of a new Housing Division and a Housing Coordinator position to administer loan and grant programs, homeless coordination services, and other housing related services.
7. On August 31, 2022, the new Housing Coordinator position was filled.
8. Beginning in 2022, the City contacted four (4) agencies: Neighborhood Housing Services of Los Angeles, New Economics for Women, an independent contractor administering a similar program in another city, and Gain Federal Credit Union (Gain FCU). Out of the four, Gain Federal Credit Union was the sole institution that expressed interest in administering the loan for the City.
9. On December 19, 2023, the COVID-19 Relief Programs Ad Hoc Committee convened to discuss and give direction to further develop the Home Rehabilitation Loan Program and present it to City Council for consideration of implementation.

ANALYSIS:

Home Rehabilitation Loan Programs (HRLP) serve the vital purpose of providing financial assistance to homeowners in need of renovating or repairing their properties. HRLPs aim to facilitate the revitalization of neighborhoods by empowering homeowners to invest in the improvement and upkeep of their residences. By offering accessible loans with favorable terms, such as low interest rates or flexible repayment options, HRLPs encourage individuals to undertake necessary repairs, address safety concerns, and enhance the overall quality and value of their homes. Ultimately, the overarching goal of a HLRP is to foster community development, promote housing stability, and contribute to the revitalization of urban and suburban areas.

HRLPs are provided to very low, low, and moderate-income homeowners to rehabilitate their homes, eliminating safety hazards, improving substandard housing conditions, and enhancing the overall appearance of their properties.

Presentation and Discussion of the Home Rehabilitation Loan Program

Page 3 of 7

Loan Parameters, Eligibility Requirements and Qualified Projects.

The proposed loan parameters for the City program were designed to make financial lending accessible to a broader range of San Fernando residents compared to traditional bank loans. Its flexibility is reflective in the minimum loan amount being set at \$15,000, an extended term of 180 months, and a fixed interest rate of 4%. The difference between the proposed City loan program and that of a traditional loan program are illustrated in the chart below.

	Min./Max Loan Amount	Term	Interest Rate	APR	Debt-to-Income Ratio	FICO Score
City Loan Program	\$15,000/\$50,000	180 Months	4%	4%	50%	600+
Traditional Loan Program	n/a	60 months	6.5-7%	6.5-7% dependent on FICO score	43%*	600+

**Debt ratios over 43% require additional approval.*

***Please refer to Attachment "A" for the detailed examples of applicant scenarios, encompassing their income, debt-to-income ratio, challenges, FICO score, example loan, and the corresponding monthly payment for the loan.*

The proposed eligibility requirements for applicants are:

Proposed Eligibility Requirements	
Residency	The property must be the applicant's primary residence located in the City of San Fernando.
Lien Position	The loan will be in the second lien position only.
First Mortgage	The first mortgage on the property must be current.
Tax Liens	The property must be free and clear of any tax liens or abstract judgements.
Income Levels	Eligible income levels include very low, low, or moderate, aligning with the income levels of 120% Area Median Income (AMI) or less, as suggested by the Department of Housing and Community Development (HCD). See below for the HCD Official State Income Limits for 2023.
Interest Rate	4% for a 15-year term
Repayment Conditions	Monthly payments will be calculated based on a term of 15 years (180 months). The loan principal and interest become due and payable if any of the following events occur during the loan's life: the property is sold, title is transferred, the home is no longer owner-occupied, or there is unauthorized refinancing of the first trust deed.
Pre-Application Process	A pre-application process will be offered to screen minimum qualifications based on income and homeownership. Qualified applicants will receive a full application packet from Gain FCU, streamlining the application process and ensuring efficiency.

Presentation and Discussion of the Home Rehabilitation Loan Program

Page 4 of 7

HCD Official State Income Limits for 2023								
Number of Persons in Household	1	2	3	4	5	6	7	8
Very Low (50%)	\$44,150	\$50,450	\$56,750	\$63,050	\$68,100	\$73,150	\$78,200	\$83,250
Low (80%)	\$70,650	\$80,750	\$90,850	\$100,900	\$109,000	\$117,050	\$125,150	\$133,200
Moderate (120%)	\$82,500	\$94,300	\$106,050	\$117,850	\$127,300	\$136,700	\$146,150	\$155,550
Source: Department of Housing and Community Development: Official State Income Limits for 2023 (Los Angeles County AMI is \$98,200)								

The HRLP introduces a borrower-centric approach that sets it apart from traditional bank loans. The program prioritizes flexibility, starting with a 30-day grace period and tailored 60-day and 90-day plans for those facing difficulties with payments. Unlike traditional banks, which often resort to rigid procedures, the program is designed to offer personalized assistance. The emphasis lies in understanding individual circumstances and working collaboratively to find solutions that suit the needs of borrowers, fostering a more compassionate and supportive lending environment for the community.

Delinquent Payments Plan			
	30 Days	60 Days	90 Days
City Program	<ul style="list-style-type: none"> Initial call and notification Offer financial counseling resources Grace period with no late fees during the first 15 days 	<ul style="list-style-type: none"> Follow-up call Offer resources for financial counseling/planning 	<ul style="list-style-type: none"> Explore loan modification option to ease the burden on resident Financial counseling
Traditional Bank	<ul style="list-style-type: none"> Initial call and notification Late fees may apply 	<ul style="list-style-type: none"> Follow-up call Potential credit score impact Late fees escalate 	<ul style="list-style-type: none"> File a notice of default with the County and begin foreclosure process. Debt collection agencies

Qualified projects can include but are not limited to:

- Roof replacement
- Solar energy
- Heating and air conditioning replacement (HVAC)
- Turf replacement (Drought Tolerant Landscaping)
- Door and window replacement

Presentation and Discussion of the Home Rehabilitation Loan Program

Page 5 of 7

- Kitchen and bathroom remodels
- Safety upgrades such as: termite work, attic insulation, smoke detectors, weather stripping, structural repairs, plumbing repairs, electrical repairs, etc.

Program Roll-Out Overview.

A comprehensive roll-out plan has been developed to ensure the seamless implementation of the HRLP. The plan begins with outreach efforts to notify potential applicants of the program, and workshops to explain the program and the application process. Next the application intake and screening process begins followed by the application submission, approval and funding of the loan. The process is completed with post-funding inspections. Details are described below:

1. Outreach:

- The program roll out kick-starts with an outreach campaign to raise awareness among the community. To ensure broad participation and awareness, the outreach planning follows the adopted Community Engagement Framework. Informational materials, including flyers and online resources, can be disseminated through recreation centers, local library, social media, special events, mail, and door-to-door canvassing.

Below are the outreach efforts that were researched with estimated costs associated with each option:

Outreach Method		Cost
Option A	<ul style="list-style-type: none"> • Social media campaign • Postcards distributed at City facilities 	\$400
Option B	<ul style="list-style-type: none"> • Option A and; • Mailer postcard 	\$1,500
Option C	<ul style="list-style-type: none"> • Option A and; • (2) 4 week canvassing campaigns by Pacoima Beautiful 	\$18,000

After a thorough examination of the budget and potential outreach methods, staff recommends Option A for the program rollout. This entails a social media campaign and the distribution of postcards at City facilities, striking a balance between cost-effectiveness and community reach while aligning with the adopted Community Engagement Framework. As the program expands and more funds become available, outreach efforts can also expand.

2. Workshops:

- Two workshops will be conducted to guide interested homeowners through the application process. These workshops will offer a space for pre-application preparation assistance and an opportunity for attendees to address any questions they may have.

Presentation and Discussion of the Home Rehabilitation Loan Program

Page 6 of 7

3. Pre-Application Intake:

- The pre-application window officially opens on a designated Saturday for a four-hour period. During this time, City staff will be time-stamping applications, to ensure a systematic review process based on a first-come, first-serve basis.

4. Pre-Application Screening:

- City Staff will screen the pre-applications submitted to assess eligibility and ensure that applications meet the basic program criteria.

5. Referral to Gain Federal Credit Union for Full Application:

- Pre-qualified applicants will be referred to Gain Federal Credit Union (Gain FCU) to complete the full application. Gain FCU will handle the comprehensive evaluation of applications, including credit checks and financial assessments.

6. Application Approval and Funding:

- Upon successful review and approval by Gain FCU, applicants will progress to the funding stage. Funds will be disbursed to approved homeowners to undertake the identified rehabilitation projects, aligning with the program's objectives.

7. Monitoring/Post-Funding Inspections:

- Post-funding, the program will include monitoring and inspections to ensure compliance with the proposed rehabilitation projects. City officials, in collaboration with Gain FCU, will conduct periodic inspections to assess the progress and quality of the completed work, ensuring the program's goals are met.

This structured roll-out plan not only streamlines the application process but also ensures transparency, accountability, and successful execution of the HRLP in partnership with Gain FCU.

Once City Council provides direction to finalize the program and begin implementation, Gain FCU will begin creating the required documents for the program. It is estimated that the loan documents will be completed in July 2024. This will allow for the following timeline:

Program Roll-Out Timeline	
Outreach	April 1, 2024
Workshop #1	June 8, 2024
Workshop #2	June 22, 2024
Application Intake Opens	July 6, 2024
Pre-Application Screening	July 8-19, 2024
Full Application Intake	July 20, 2024

Presentation and Discussion of the Home Rehabilitation Loan Program

Page 7 of 7

BUDGET IMPACT:

The Home Rehabilitation Loan Program has been allocated a budget of \$500,000 through the American Rescue Plan Act (ARPA). The allocation may vary annually based on the City's priorities and available resources. Per ARPA Guidelines, all funds must be obligated (under contract/purchase order) by December 31, 2024, and fully expended by December 31, 2026. The earmarked \$500,000 from ARPA will be utilized exclusively for loan funding.

The Housing Fund (028) will cover associated closing and servicing fees per loan. Under the agreement with Gain FCU, the City will incur a flat rate of \$650 in closing fees per loan, alongside a monthly service fee integrated into the repayment structure. With an anticipated funding of approximately 15 loans, the total closing fees are estimated to be around \$9,750, while the servicing fees are projected to be approximately \$11,153.46 over the 15-year term. The cumulative administrative costs for closing and servicing fees are estimated to amount to about \$20,903.46. For a detailed breakdown of the 15-year term servicing fees, please refer to Attachment B.

The proposed outreach expenses of \$400 will be funded through the Housing Department Supplies account (001-155-0000-4300).

CONCLUSION:

It is recommended that City Council discuss and provide direction regarding the City's Home Rehabilitation Loan Program.

ATTACHMENTS:

- A. Loan Applicant Example Scenarios
- B. 15-Year Term Servicing Fee Example

ATTACHMENT "A"

Loan Applicant Example Scenarios						
Household Description	Household Income	Debt to Income Ratio	Challenges	Credit Score	Example loan	Monthly Payment
Young married dual income who purchased their first home within the last 5 years.	Entry level RN nurse and an Urban Planner that have a combined annual income of \$94,000 and a mortgage payment of \$3,000. Other bills may include student loans and car loans.	50%	High debt to income due to student loans	680	\$15,000 to install a new HVAC System	\$110.95
Retired household with home paid off	Fixed income of \$80,000 annually. No mortgage payment	50%	Fixed income	720	\$30,000 to re-roof their home	\$221.91
Working dual income household who have owned their home for 15 years with 2 children.	Project Manager and Accountant that have a combined annual income of \$117,000 and a mortgage payment of \$2,500.	50%	Lots of expenses due to life changes such as child tuition, sickness, and/or older parent care.	600	\$50,000 to conduct a major remodel	\$369.84

15-Year Term Servicing Fee Example		
Year	Beginning Principal Balance	Servicing Fee (Annual) Not Including \$650 Closing Fee
1	500,000.00	1,250.00
2	477,030.72	1,192.58
3	452,886.28	1,132.22
4	427,506.56	1,068.77
5	400,828.37	1,002.07
6	372,785.28	931.96
7	343,307.46	858.27
8	312,321.49	780.80
9	279,750.23	699.37
10	245,512.56	613.78
11	209,523.24	523.81
12	171,692.61	429.23
13	131,926.51	329.82
14	90,125.89	225.31
15	46,186.67	115.47
		Total Servicing Fees: \$11,153.46

*This Page
Intentionally
Left Blank*

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Erika Ramirez, Director of Community Development

Date: February 20, 2024

Subject: Presentation and Discussion Regarding Completion of Phase I of the Climate Action and Resilience Plan

RECOMMENDATION:

It is recommended that the City Council:

- a. Receive and file a presentation from staff; and
- b. Provide direction to staff, as appropriate.

BACKGROUND:

1. In November 2021, the City submitted a grant application to Southern California Gas Company (SoCalGas) to obtain funds through the SoCalGas Climate Adaptation and Resiliency Planning grant program.
2. On December 1, 2021, the City was awarded a \$50,000 grant from SoCalGas for preparation of the City's Climate Adaptation and Resilience Plan.
3. On March 21, 2022, the City issued a Request for Proposals (RFP) from qualified consultants to prepare the City's Climate Action and Resilience Plan (CARP) and proposals were received by the due date of April 11, 2022.
4. On October 17, 2022, the City Council appropriated the \$50,000 SoCalGas funding for phase I of the Climate Adaptation and Resilience Plan and approved an agreement with Rincon Consultants to prepare the City's CARP in two phases.

Presentation and Discussion Regarding Completion of Phase I of the Climate Action and Resilience Plan

Page 2 of 5

ANALYSIS:

A Climate Action and Resiliency Plan (CARP) serves as a strategic framework designed to mitigate the adverse effects of climate change while fostering resilience within communities and ecosystems. Its primary purpose is to identify and implement measures that reduce greenhouse gas emissions, adapt to changing environmental conditions, and enhance preparedness for climate-related challenges. By prioritizing sustainable practices, such as renewable energy adoption, green infrastructure development, and carbon footprint reduction initiatives, these plans aim to curb global warming and limit the severity of its impacts. Additionally, they foster collaboration among stakeholders, promote innovation in sustainable technologies, and create economic opportunities in emerging green industries. A CARP focuses on strategies for adapting and being resilient to climate change.

The City's plan for developing a CARP is organized in completed in two phases. Phase 1 involved preliminary data collection and analysis of GHG Emissions Inventory and a Vulnerability Assessment. Phase 2 will build upon the information gathered in Phase I. Phase 2 will focus on identifying strategies and actions to mitigate climate change through GHG emission reductions in the most cost-effective manner and include strategies for climate adaptation and resilience. Extensive community engagement will be included as part of Phase 2.

Rincon Consultants, Inc. (Rincon) was selected through a formal competitive procurement process as the consultant team to develop the CARP and has completed Phase I with the GHG Emissions Inventory and the Vulnerability Assessment. Key highlights of Phase 1 include:

Green House Gas (GHG) Emissions Inventory.

Rincon prepared a 2021 GHG inventory for community emissions and municipal operations (Attachment "A") Municipal GHG Inventory. Conducting a GHG emissions inventory provides a comprehensive picture of the City's current GHG emissions, and was developed to:

- Establish a baseline understanding of GHG emissions conditions for a current (2021) inventory year. This will be used for Phase 2 to create a forecast and reduction targets in alignment with State GHG reduction goals.
- Provide an understanding of the highest sources of GHG emissions in the City and the greatest opportunities for emission reductions.

The 2021 Community GHG Inventory includes GHG emissions from activities within the City's jurisdictional boundaries during 2021. Like all GHG inventories, the analysis relies on the best available data and calculation methodologies currently available.

Presentation and Discussion Regarding Completion of Phase I of the Climate Action and Resilience Plan
Page 3 of 5

The results of the GHG inventory are summarized in Figure 1. San Fernando's total community GHG emissions in 2021 is 138,990 MT CO₂e. On-road transportation (50 percent) and building energy (38 percent) accounted for the top two largest sources of GHG emissions in 2021. Solid waste accounts for 8 percent of total emissions while off-road equipment and wastewater account for 3 percent and 0.5 percent, respectively.

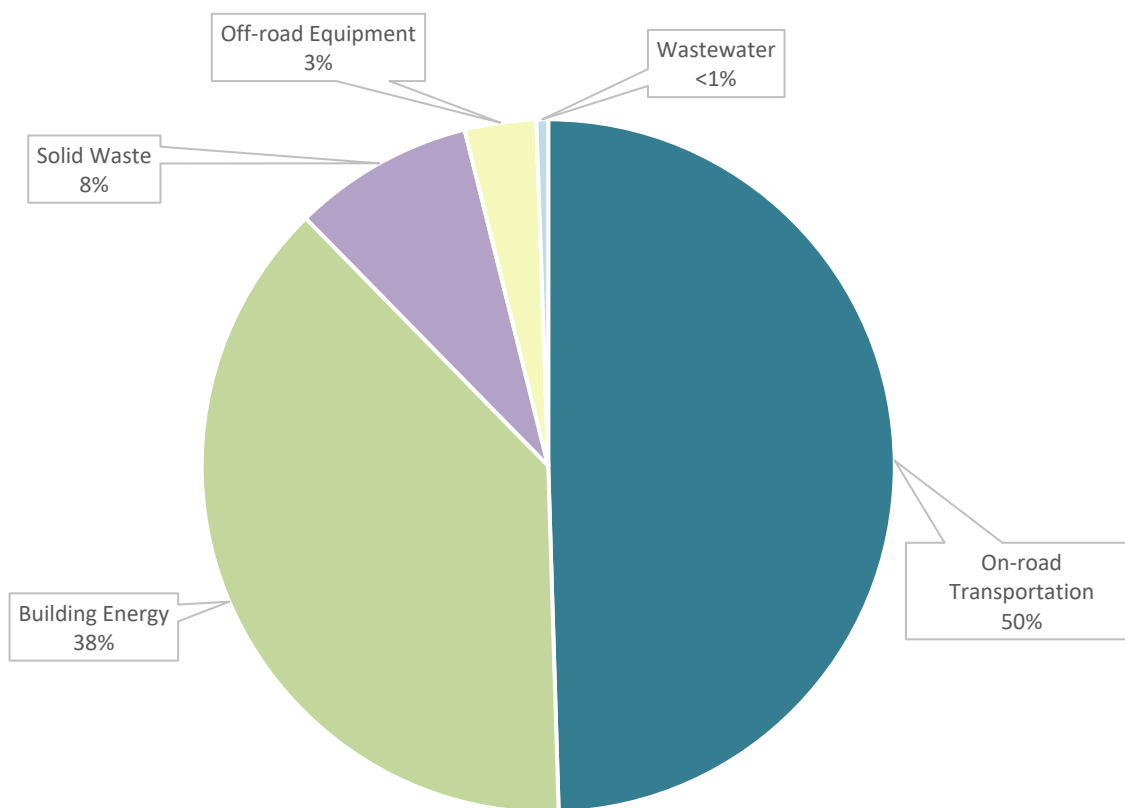


Figure 1 Community Inventory GHG Emissions by Sector

Presentation and Discussion Regarding Completion of Phase I of the Climate Action and Resilience Plan

Page 4 of 5

Municipal GHG emissions are a subset of community GHG emissions and are considered a subset of the Community GHG Inventory. The results of the 2021 Municipal Inventory are shown in detail in Figure 2. San Fernando's total municipal GHG emissions in 2021 is 3,888 MT CO₂e. Solid waste (67 percent) accounts for San Fernando's largest amount of municipal GHG emissions in 2021. Transportation and electricity account for 18 percent and 15 percent of total emissions, respectively. Natural gas and wastewater both account for less than 1 percent.

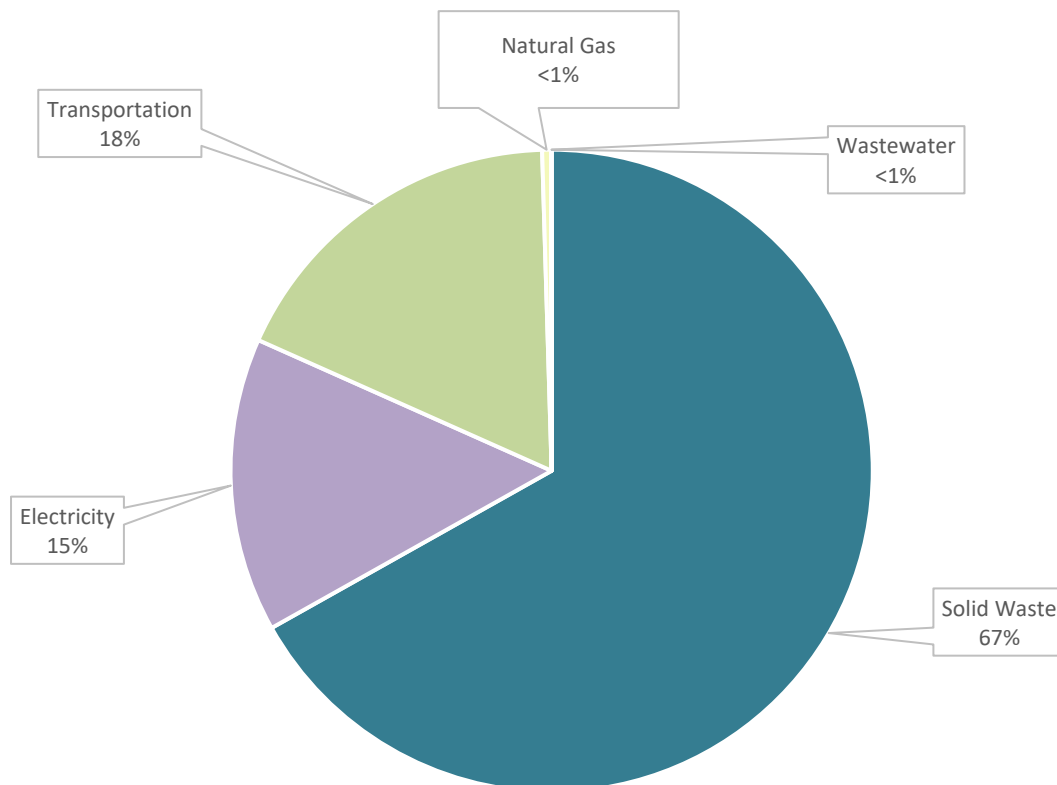


Figure 2 Municipal Inventory GHG Emissions by Sector

Climate Change Vulnerability Assessment

Understanding the City's vulnerabilities to climate change provides a foundation for developing climate adaptation measures and actions for Phase 2 of the City's CARP. The Climate Change Vulnerability Assessment evaluates how climate change may impact community members, natural resources, critical facilities, buildings, services, and infrastructure in San Fernando. Populations and community assets are affected by climate change depending on their sensitivity to climate hazards. As such, the report provides a list of the most vulnerable populations and community assets that should be prioritized for developing adaptation strategies to increase resilience:

- All vulnerable population groups present in San Fernando are at high risk from poor air quality and extreme heat impacts and at medium risk from drought and stormwater flooding impacts. Community members are expected to experience worsened health outcomes and living conditions and could experience economic and livelihood disruptions.

Presentation and Discussion Regarding Completion of Phase I of the Climate Action and Resilience Plan

Page 5 of 5

- Natural resources are at high risk from extreme heat, drought, and poor air quality impacts, and are at low risk from stormwater flooding impacts. Vulnerability for natural resources is related to damage or strain on recreational resources as well as mortality and scarcity of resources for plants and wildlife.
- Buildings and facilities are ranked as having a medium risk to stormwater flooding impacts and low risk to extreme heat, drought, and air quality impacts.
- Infrastructure and critical facilities are at high risk to extreme heat, drought, and poor air quality impacts and medium risk to stormwater flooding impacts. Infrastructure and dependent populations experience additional cascading impacts from power outages caused by downed utility lines and power safety shut offs.

As part of the development of the Climate Change Vulnerability Assessment, a preliminary survey was prepared and distributed to City departments, community-based organizations, utilities, and local agencies in October 2023 to solicit critical information on the scale of impacts, vulnerabilities, and existing adaptive capacity of the City.

Phase 2.

While Phase 1 of the CARP included a robust analysis on the existing conditions and risk factors in San Fernando, as well as a limited survey of technical experts in the climate justice field, Phase 2 of this project includes a much more robust community engagement process and finalization of the CARP. The final CARP will support updating the City's General Plan, specifically the Circulation (transition to Mobility), Open Space, and Conservation elements.

Staff anticipates returning to City Council to accept and appropriate grant funding from the California Office of Planning and Research for Phase 2 of the development of the CARP and to update the General Plan elements.

BUDGET IMPACT:

Phase I of the CARP was funded through a \$50,000 grant received from SoCalGas. There is no fiscal impact associated with receipt and filing of this presentation.

CONCLUSION:

Staff recommends that the City Council receive and file the informational presentation and provide direction to staff, as applicable.

ATTACHMENTS:

- A. Greenhouse Gas Inventory Report
- B. Climate Change Vulnerability Assessment



City of San Fernando CARP

Greenhouse Gas Inventory Report

prepared by

City of San Fernando
Community Development Department
117 Macneil Street
San Fernando, California 91340
Contact: Marina Khrustaleva, Associate Planner

prepared with the assistance of

Rincon Consultants, Inc.
250 East 1st Street, Suite 1400
Los Angeles, California 90012

November 2023



RINCON CONSULTANTS, INC.

Environmental Scientists | Planners | Engineers
rinconconsultants.com

Table of Contents

1	Introduction	1
2	Background	2
2.1	Legislative Context	2
2.2	Climate Science Context	3
3	GHG Emissions Inventory - Community.....	4
3.1	Methodology.....	4
3.2	2021 Community GHG Emissions Inventory	5
3.2.1	Energy	5
3.2.2	Transportation	12
3.2.3	Solid Waste	17
3.2.4	Water	19
3.2.5	Wastewater	20
3.3	2021 Community GHG Emissions Inventory Results	25
4	GHG Emissions Inventory – Municipal.....	28
4.1	Methodology.....	28
4.2	2021 Municipal GHG Emissions Inventory	29
4.2.1	Buildings and Other Facilities	29
4.2.2	Water Delivery Facilities	30
4.2.3	Vehicle Fleet	31
4.2.4	Transit Fleet	32
4.2.5	Solid Waste Facilities	32
4.2.6	Wastewater Facilities.....	33
4.2.7	Employee Commute	33
4.3	2021Municipal GHG Emissions Inventory Results	34

Tables

Table 1	2021 Inventory GHGs and GWPs	3
Table 2	Emissions Parameters and Data Sources – Community Electricity Use.....	6
Table 3	Community Residential and Nonresidential Electricity Activity Data Adjustment	7
Table 4	Community Residential and Nonresidential Electricity GHG Emissions Calculations.....	7
Table 5	Emissions Parameters and Data Sources – Community Electricity T&D Loss.....	8
Table 6	Community Electricity T&D Loss GHG Emissions Calculations	8
Table 7	Emissions Parameters and Data Sources – Community Natural Gas Use	9
Table 8	Community Residential and Nonresidential Natural Gas GHG Emissions Calculations....	10
Table 9	Emissions Parameters and Data Sources – Community Natural Gas Leaks.....	11
Table 10	Community Natural Gas Methane Leaks GHG Emissions Calculations.....	11

City of San Fernando
City of San Fernando CARP

Table 11	Emissions Parameters and Data Sources – Community On-road Transportation	13
Table 12	Emissions Parameters and Data Sources – Community On-road Transportation EV	14
Table 13	Community On-road EV Activity Data Calculations	15
Table 14	Community On-road Transportation GHG Emissions Calculations.....	15
Table 15	Emissions Parameters and Data Sources – Community Off-Road Equipment	16
Table 16	Community Off-road Equipment Sector Attributions.....	16
Table 17	Community Off-road GHG Emissions Calculations	17
Table 18	Emissions Parameters and Data Sources – Community Solid Waste	18
Table 19	Emissions Parameters and Data Sources – Community Solid Waste	18
Table 20	Community Solid Waste Tonnage Allocation.....	19
Table 21	Emissions Parameters and Data Sources – Community Water	19
Table 22	Community Water Activity Data, Energy Intensity, Emission Factor, and Emissions Per Water Provider.....	20
Table 23	Emissions Parameters and Data Sources – Community Wastewater WW.1. (alt)	21
Table 24	Emissions Parameters and Data Sources – Community Wastewater WW.2. (alt)	22
Table 25	Emissions Parameters and Data Sources – Community Wastewater WW.8.....	22
Table 26	Emissions Parameters and Data Sources – Community Wastewater WW.12. (alt)	24
Table 27	Emissions Parameters and Data Sources – Community Wastewater WW.15.....	25
Table 28	Community Wastewater GHG Emissions Calculations	25
Table 29	Community GHG Emissions Inventory	27
Table 30	Municipal Buildings and Facilities Sector Natural Gas GHG Emissions Calculations	30
Table 31	Municipal Electricity GHG Emission Calculations.....	30
Table 32	Municipal Water Activity Data	31
Table 33	Municipal Water Energy Intensity, Emissions Factor, and Total Emissions Per Water Provider.....	31
Table 34	Municipal Vehicle Fleet Sector GHG Emission Calculations.....	32
Table 35	Municipal Transit Fleet Sector GHG Emission Calculations	32
Table 36	Municipal Solid Waste GHG Emission Calculations	32
Table 37	Municipal Wastewater GHG Emissions.....	33
Table 38	Municipal Employee Commute GHG Emissions	34
Table 39	Municipal GHG Emissions Inventory.....	36

Figures

Figure 1	Community Inventory GHG Emissions by Sector	26
Figure 2	Municipal Inventory GHG Emissions by Sector.....	35

1 Introduction

This document presents the data, methods, and results for the 2021 greenhouse gas (GHG) emissions inventory for the City of San Fernando (the City). Included is an analysis of findings and trends in the City's GHG emissions developed to ultimately support the City's GHG emissions reduction targets and the City's Climate Action and Resilience Plan (CARP).

California (the State) has set statewide GHG emissions reduction goals to mitigate negative climate change impacts and transition the State to a low-carbon economy. In particular, the State has established goals to reduce statewide GHG emissions 40 percent below 1990 levels by 2030, established by Senate Bill (SB) 32 and achieve net zero GHG emissions as soon as possible, but no later than 2045, as established by Assembly Bill (AB) 1279.¹ The California Air Resources Board (CARB) is the agency responsible for addressing these goals and developing strategies to achieve them.

Local governments play a fundamental role in reducing local GHG emissions and preparing for a more resilient future. Local government policies can influence high-emissions behavior and mitigate climate change effects.² To this end, the City is developing a CARP to align with SB 32 and AB 1279 goals, increase resilience and climate change preparedness, maintain healthy natural resources, and improve community health and the local economy. Phase 1 of the CARP includes the 2021 GHG inventory for the community (2021 Community GHG Inventory) and the municipal operations inventory (2021 Municipal GHG Inventory). Phase 2 of the CARP, to begin in 2024, will build upon the 2021 Community GHG Inventory and 2021 Municipal GHG Inventory through the development of emission forecasts for 2030, 2035, 2040, and 2045. Based on the inventory and forecasted emissions, the City will set emission targets in alignment with the State's goals. Municipal GHG emissions are a subset of community GHG emissions and are, therefore, not additive and are instead included in the Community GHG Inventory.

The 2021 Community GHG Inventory completed for the City includes GHG emissions from activities within the City's jurisdictional boundaries during 2021. Like all GHG inventories, the analysis in this document relies on the best available data and calculation methodologies currently available.

¹ AB 1279 defines net zero GHG emissions as reducing GHG emissions at least 85 percent below 1990 levels. California also set a goal to reach 1990 levels by 2020, as established by AB 32. The 2020 goal set by AB 32 was achieved by the State in 2016. CARB. Frequently Asked Questions – California's 2022 Climate Scoping Plan. Accessed at: https://ww2.arb.ca.gov/sites/default/files/2022-06/2022_Scoping_Plan_FAQ_6.21.22.pdf

² CARB. 2022 Scoping Plan for Achieving Carbon Neutrality. Accessed at: <https://ww2.arb.ca.gov/sites/default/files/2023-04/2022-sp.pdf>

2 Background

2.1 Legislative Context

The State has developed legislative goals and programs to reduce GHG emissions. CARB has issued guidance concerning the establishment of GHG emissions reduction targets for jurisdictions so local communities can contribute their fair share towards the State's achievement of the GHG emissions reductions goals. In the first Climate Change Scoping Plan (hereafter referred to as the 2008 Scoping Plan), CARB encouraged local governments to adopt a reduction target for their own community emissions that parallels the State commitment to reduce GHG emissions.³ In 2017, CARB published the 2017 Climate Change Scoping Plan (hereafter referred to as the 2017 Scoping Plan Update) outlining the strategies the State will employ to reach the additional State targets set by SB 32.⁴

On December 15, 2022, the 2022 Scoping Plan for Achieving Carbon Neutrality (2022 Scoping Plan) was published and includes recommendations for achieving the goal of carbon neutrality by 2045 codified by AB 1279.⁵

The State of California has adopted legislation and policies to address climate change, the most relevant of which are summarized below.

- **Executive Order S-3-05**, signed in 2005, establishes statewide GHG emissions reduction goals to achieve long-term climate stabilization as follows: by 2020, reduce GHG emissions to 1990 levels and by 2050, reduce GHG emissions to 80 percent below 1990 levels. The 2050 goal was accelerated by the 2045 carbon neutrality goal established by EO B-55-18 and codified by AB 1279, as discussed below.
- **Assembly Bill 32**, known as the Global Warming Solutions Act of 2006, requires California's GHG emissions be reduced to 1990 levels by the year 2020 (approximately a 15 percent reduction from 2005 to 2008 levels). The 2008 Scoping Plan identifies mandatory and voluntary measures to achieve the statewide 2020 GHG emissions limit.
- **Senate Bill 32**, signed in 2016, establishes a statewide mid-term GHG emissions reduction goal of 40 percent below 1990 levels by 2030. CARB formally adopted the 2017 Scoping Plan Update in December 2017, laying the roadmap to achieve 2030 goals and giving guidance to achieve substantial progress toward the 2050 State goals. The 2022 Scoping Plan provides further guidance for reaching the State's SB 32 goal.
- **Executive Order B-55-18**, signed in 2018, expanded upon EO S-3-05 by creating a statewide GHG emissions goal of carbon neutrality by 2045. EO S-55-18 identifies CARB as the lead agency to develop a framework for implementation and progress tracking toward this goal in the 2022 Scoping Plan Update.

³ CARB. Climate Change Scoping Plan: A Framework for Change. Dec. 2008. Accessed at: ww2.arb.ca.gov/sites/default/files/classic/cc/scopingplan/document/adopted_scoping_plan.pdf

⁴ CARB. California's 2017 Climate Change Scoping Plan. Accessed at: https://ww2.arb.ca.gov/sites/default/files/classic/cc/scopingplan/scoping_plan_2017.pdf

⁵ CARB. Draft 2022 Scoping Plan Update. Accessed at: <https://ww2.arb.ca.gov/sites/default/files/2022-05/2022-draft-sp.pdf>

- **Assembly Bill 1279**, known as the California Climate Crisis Act, signed by the governor in 2022, codifies the GHG emissions reduction goals of achieving carbon neutrality by 2045 and expands upon this goal to define carbon neutrality as reducing direct emissions 85 percent below 1990 levels and removing the remaining 15 percent of emissions via other technologies and practices, like carbon sequestration. The 2022 Scoping Plan provides the pathway for reaching the State's AB 1279 goal.

2.2 Climate Science Context

Greenhouse Gases

GHGs are chemical compounds found in the Earth's atmosphere which affect climate conditions by trapping infrared radiation from sunlight which can serve to raise global temperatures. Emissions can occur from natural processes as well as human activities which release excess GHGs into the atmosphere. GHG emissions quantification frameworks have been developed over the years to standardize GHG accounting, particularly for GHG emissions generated from human activities. The International Council for Local Government Initiatives (ICLEI) protocols for community and municipal inventories (discussed further in Section 3 and Section 4, respectively) assess GHG emissions associated with the six internationally recognized GHGs, as outlined in Table 1. The 2021 inventories focus on the three GHGs most relevant to the City's operations: carbon dioxide (CO₂), nitrogen dioxide (N₂O), methane (CH₄). The other gases (hydrofluorocarbons, perfluorocarbons, and sulfur hexafluorides) are emitted primarily in private sector manufacturing and electricity transmission and are, therefore, omitted from the inventory. This approach is consistent with typical community and municipal inventory best practices, as industrial emissions are typically outside of the City's jurisdictional control. Table 1 also includes the global warming potentials (GWP) for each gas. The 2021 inventories used 100-year GWP for each gas that are consistent with the Intergovernmental Panel on Climate Change (IPCC) Fifth Assessment Report,⁶ which were also used by the State in their latest GHG emissions inventory. The GWP refers to the ability of each gas to trap heat in the atmosphere. For example, one pound of methane gas has 28 times more heat capturing potential than one pound of carbon dioxide gas. GHG emissions are reported in metric tons of CO₂ equivalent (MT CO₂e).

Table 1 2021 Inventory GHGs and GWPs

Greenhouse Gas	Primary Source	100-year GWP
Carbon dioxide (CO ₂)	Combustion	1
Methane (CH ₄)	Combustion, anaerobic decomposition of organic waste (e.g., in landfills, wastewater treatment plants)	28
Nitrous Oxide (N ₂ O)	Leaking refrigerants and fire suppressants	265
Hydrofluorocarbons	Leaking refrigerants and fire suppressants	4 - 12,400
Perfluorocarbons	Aluminum production, semiconductor manufacturing, HVAC equipment manufacturing	6,630 - 11,100
Sulfur Hexafluoride (SF ₆)	Transmission and distribution of power	23,500

Source: Intergovernmental Panel on Climate Change (IPCC). 2014. AR5 Synthesis Report: Climate Change 2014. Available at: <https://www.ipcc.ch/report/ar5/syr/>

⁶ Intergovernmental Panel on Climate Change (IPCC). 2014. AR5 Synthesis Report: Climate Change 2014. Accessed at: <https://www.ipcc.ch/report/ar5/syr/>

3 GHG Emissions Inventory - Community

Conducting a GHG emissions inventory provides a comprehensive understanding of a jurisdiction's GHG emissions, and may be developed to serve the following purposes:

- Establish perspective of GHG emissions conditions in the applicable inventory year.
- Provide an understanding of where the highest sources of GHG emissions in the jurisdiction originate and where the greatest opportunities for emissions reduction exist.
- Create a GHG emissions baseline from which the jurisdiction can establish a forecast, reduction targets, and track progress over time.

GHG inventories are developed by identifying the sources and sinks (sectors) for GHGs within the geographic or system boundary of interest (e.g., the City of San Fernando), establishing activity data for each sector, and applying an emissions factor to determine the CO₂e. There are often many potential sectors contributing to the jurisdiction's GHG emissions. The GHG emissions sectors used for the City's GHG inventory are identified in Section 3.

3.1 Methodology

The City's 2021 Community GHG Inventory was developed in alignment with accounting protocols provided by the ICLEI protocols, which are designed for local-scale accounting of GHG emissions that contribute to climate change and provide authoritative guidance to account for GHG emissions accurately and consistently. The ICLEI U.S. Community Protocol for Accounting and Reporting Greenhouse Gas Emissions Version 1.2 (Community Protocol) serves to guide the measurement and reporting of GHG emissions in a standardized way and is used by other jurisdictions to support their own inventory, forecast, and climate action planning efforts. The Community Protocol also includes steps to evaluate the relevance, completeness, consistency, transparency, and accuracy of data used in the GHG inventory.

Emissions Boundary

The City's Community GHG Inventory covers the relevant emissions sources within the boundary of the City of San Fernando. The inventory thereby reflects emissions over which the City, including residents and businesses, has direct control.

Scope

The Community Protocol recommends reporting GHG emissions from five basic reporting activities in a community inventory, which include:

- Use of electricity by the community
- Use of fuel in residential and commercial stationary combustion equipment
- On-road passenger and freight motor vehicle travel
- Use of energy in potable water and wastewater treatment and distribution
- Generation of solid waste by the community

The Community Protocol also provides recommendations for additional GHG emissions source reporting for activities that can be influenced by the accounting agency. Based on reporting practices in California, it is recommended that GHG emissions from off-road equipment fuel combustion and wastewater treatment processes are also included in community GHG emissions inventories. The full selection GHG emissions sources can be categorized more generally into the following five activity sectors:

- Electricity
- Natural Gas
- Transportation
- Water and Wastewater
- Solid Waste

The City's 2021 Community GHG Inventory includes an assessment of the communitywide GHG emissions associated with these five sectors.

3.2 2021 Community GHG Emissions Inventory

Generally, GHG emissions were calculated by multiplying the activity data in each GHG emissions sector (e.g., transportation, energy, waste, water) by an associated emission factor. Activity data refer to the relevant measured or estimated energy usage or GHG-generating process data. Emission factors are observation-based conversion factors used to equate activity data to generated GHG emissions. The 2021 Community GHG Inventory leverages the latest available models and best available data in accordance with the Community Protocol. The inventory serves to provide a comprehensive understanding of the community's current GHG emissions. The following sections contain further information on the inventory approach, calculation methodologies, data used, and results.

3.2.1 Energy

Energy: Residential and Nonresidential Electricity

The community's residential and nonresidential sectors source electricity from Southern California Edison (SCE). SCE provided the activity data through electricity usage reports for the residential sector and nonresidential sector (including commercial, agriculture, and industrial sectors⁷).

Emissions from residential and nonresidential electricity were calculated using Community Protocol Equation BE.2.1. The equation has been adjusted to remove electricity consumed by electric vehicles (EVs) by removing electric vehicle (EV) passenger car electricity use from residential electricity consumption and commercial and bus EV electricity consumption from nonresidential consumption. Electricity use from passenger, commercial, and bus EVs are added back into the inventory under the transportation sector to provide a more thorough differentiation between building and transportation sector emissions. More information regarding electric vehicle energy use can be found in Section 3.2.2. Equation 3.1 and Table 2 provide the adjusted equation,

⁷ San Fernando's communitywide electricity data was provided by SCE with the industrial sector aggregated into the non-residential sector. This data could not be parsed out and therefore was included in the 2021 Community inventory.

City of San Fernando
City of San Fernando CARP

associated parameters, and data sources used to quantify GHG emissions associated with community electricity consumption.

EQUATION 3.1

BE.2.1 RESIDENTIAL/NONRESIDENTIAL ELECTRICITY SECTOR EMISSIONS

$$CO_2e_{electricity,j} = \sum_i (Elec_{i,j} - EV_{i,j}) \times EF_{elec,i,j} \quad 3.1$$

Table 2 Emissions Parameters and Data Sources – Community Electricity Use

Definition	Parameter	Value	Unit	Data Source
Annual GHG emissions from electricity consumption per building type	$CO_2e_{electricity,j}$	See Table 4	MT CO ₂ e/year	Calculated
Electricity consumption per building type per energy provider	$Elec_{i,j}$	See Table 3 below shows the SCE provided electricity activity data, allocated EV electricity use data, and subsequent building activity data used to determine GHG emissions for the community's electricity consumption in the built environment. Table 3	kWh/year	SCE 2021 Electricity Report ¹
Attributed electric vehicle electricity consumption	$EV_{i,j}$	See Table 3 below shows the SCE provided electricity activity data, allocated EV electricity use data, and subsequent building activity data used to determine GHG emissions for the community's electricity consumption in the built environment. Table 3	kWh/year	EMFAC2021 ²
Electricity emission factor based on energy provider	$EF_{elec,i,j}$	See Table 4	MT CO ₂ e/kWh	SCE 2021 Power Content Label ³
Energy Providers	i	SCE	Categorical	N/A
Building type	j	Residential Nonresidential ⁴	Categorical	N/A

Notes: MT CO₂e = Metric tons of carbon dioxide equivalent; MWh = megawatt hour; N/A = Not Applicable

1. SCE 2021 Electricity Report provided by the City via email.

2. California Air and Resources Board. 2023. Emission Factor (EMFAC2021 v1.0.1) Model. Available at: <https://arb.ca.gov/emfac/emissions-inventory/5e0cb7d6006cc10661f4b3ffb9c120a486d46ea6>

3. California Energy Commission (CEC). 2023. 2021 Power Content Label submitted by Southern California Edison. Available at: <https://www.energy.ca.gov/filebrowser/download/4676>

4. Nonresidential includes kWh consumption from commercial, agricultural, and industrial sources.

Table 3 below shows the SCE provided electricity activity data, allocated EV electricity use data, and subsequent building activity data used to determine GHG emissions for the community's electricity consumption in the built environment.

Table 3 Community Residential and Nonresidential Electricity Activity Data Adjustment

Sector	Provider	Original Activity Data [kWh]	Attributed EV ¹ [kWh]	Adjusted Activity Data [kWh]
Residential	SCE	38,747,551	1,446,819	37,300,732
Nonresidential ²	SCE	78,770,213	2,825	78,767,388

Notes: kWh = kilowatt hour; MT CO₂e = Metric tons of carbon dioxide equivalent; EV = electric vehicles

1. Attributed EV allocates electric vehicle kWh consumption to each provider based on the vehicle type, electricity sector, and proportion of electricity provided by each provider per sector. EV kWh usage from passenger vehicles is removed from residential electricity, while commercial and bus EV kWh usage is removed from nonresidential electricity.

2. Nonresidential includes kWh consumption from commercial, agricultural, and industrial sources.

Resulting activity data, emissions factors, and GHG emissions per building type and provider is summarized in Table 4.

Table 4 Community Residential and Nonresidential Electricity GHG Emissions Calculations

Sector	Provider	Adjusted Activity Data [kWh]	Emission Factor [MT CO ₂ e/kWh]	GHG Emissions [MT CO ₂ e]
Residential	SCE	37,300,732	0.000263	9,813
Nonresidential	SCE	78,767,388	0.000263	20,722

Notes: kWh = kilowatt hour; MT CO₂e = Metric tons of carbon dioxide equivalent

Energy: Electricity Transmission and Distribution Losses

Electricity Transmission and Distribution (T&D) losses arise from electricity lost during delivery to the buildings and associated end-uses in the City. Electricity T&D losses occur in the electricity transmission and distribution system and are, therefore, upstream of the delivery endpoints located within the City's jurisdictional boundaries. This means this electricity is lost before it is counted. However, T&D losses are estimated and included in the 2021 Community GHG Inventory as they are associated with energy usage in the City and thereby directly impacted by the community's electricity consumption. Additionally, emissions from T&D losses are recommended for inclusions in community GHG inventories by the Community Protocol. Equation 3.2 and Table 5 provide the calculation method, associated parameters, and data sources used to quantify GHG emissions associated with community T&D losses from electricity consumption. T&D losses associated with EV electricity use are considered negligible and therefore are included in the quantification of residential and nonresidential electricity T&D.

EQUATION 3.2

BE.4 ELECTRICITY T&D LOSS SECTOR EMISSIONS

$$CO_2e_{T\&D,j} = \sum_i Elec_{i,j} \times L_{T\&D} \times EF_{elec,i,j} \quad 3.2$$

City of San Fernando
City of San Fernando CARP

Table 5 Emissions Parameters and Data Sources – Community Electricity T&D Loss

Definition	Parameter	Value	Unit	Data Source
Annual GHG emissions from transmission and distribution losses per building type	$CO_{2eT\&D,i}$	See Table 6	MT CO _{2e} /year	Calculated
Electricity consumption per energy provider and building type	$Elec_{i,j}$	See Table 6	MWh/year	SCE 2021 Electricity Report ¹
Electricity emissions factor per energy provider and building type	$EF_{elec,i,j}$	See Table 6	MT CO _{2e} /MWh	SCE 2021 Power Content Label ²
Electricity loss factor	$L_{T\&D}$	4.40%	Percent	EPA eGRID ³
Energy Providers	i	SCE	Categorical	N/A
Building type	j	Residential Nonresidential ⁴	Categorical	N/A

Notes: MT CO_{2e} = Metric tons of carbon dioxide equivalent; MWh = megawatt hour; N/A = Not Applicable

1. SCE 2021 Electricity Report provided by the City via email.

2. California Energy Commission (CEC). 2023. 2021 Power Content Label submitted by Southern California Edison. Available at: <https://www.energy.ca.gov/filebrowser/download/4676>

3. Environmental Protection Agency (EPA). 2023. eGRID Data Explorer 2021 Western Energy Grid. Available at: <https://www.epa.gov/egrid/data-explorer>

4. Nonresidential includes kWh consumption from commercial, agricultural, and industrial sources.

The activity data, emissions factors, and GHG emissions associated with electricity T&D losses is summarized in Table 6 per building type and provider.

Table 6 Community Electricity T&D Loss GHG Emissions Calculations

Sector	Provider	Activity Data [kWh]	T&D Losses [kWh] ¹	Emission Factor [MT CO _{2e} /kWh] ²	GHG Emissions [MT CO _{2e}]
Residential	SCE	38,747,551	1,704,892	0.000263	449
Nonresidential	SCE	78,770,213	3,465,889	0.000263	912

Notes: kWh = kilowatt hour; MT CO_{2e} = Metric tons of carbon dioxide equivalent

1. T&D losses include the kWh consumption associated with EV charging.

Energy: Residential and Nonresidential Natural Gas

GHG emissions from natural gas result from the stationary combustion of natural gas in both the residential and nonresidential building sectors. The City's natural gas is supplied by Southern California Gas Company (SoCalGas) which provided activity data through natural gas usage reports. GHG emission calculations are based on natural gas used in residential and nonresidential buildings (i.e., commercial and industrial⁸).

Emissions from residential and nonresidential natural gas use were calculated using Community Protocol Equation BE.1.1. Though the majority of GHG emissions result from the combustion of natural gas, not all the natural gas used is combusted. Natural gas that leaks from pipes and processing plants has a larger GHG impact compared to combusted natural gas due to the higher global warming potential of methane. Some natural gas also leaks from fittings and appliances within a building, after the natural gas meter which is used to quantify total gas usage. Therefore,

⁸ Industrial natural gas emissions were included in the 2021 Community Inventory to be consistent with the electricity emissions calculations, which also accounts for the industrial sector.

the methodology outlined in the Community Protocol has been adjusted to remove this small percentage of “behind the meter” natural gas from the combustion calculation, and instead count it as leakage. More information regarding emissions associated with natural gas leaks can be found under the “Energy: Natural Gas Methane Leaks” subsection below. Equation 3.3 and Table 7 provide the adjusted equation, associated parameters, and data sources used to quantify GHG emissions associated with community natural gas consumption in residential and nonresidential buildings.

EQUATION 3.3

BE.1.1 RESIDENTIAL/NONRESIDENTIAL NATURAL GAS SECTOR EMISSIONS

$$CO_2e_{NatGas,i} = (Fuel_{NG,i} - [1 - L_{enduse}]) \times [(EF_{NG,CO_2} \times GWP_{CO_2}) + (EF_{NG,CH_4} \times GWP_{CH_4}) + (EF_{NG,N_2O} \times GWP_{N_2O})] \times 10^{-1} \times 10^{-3} \quad 3.3$$

Table 7 Emissions Parameters and Data Sources – Community Natural Gas Use

Definition	Parameter	Value	Unit	Data Source
Annual GHG emissions from stationary combustion of natural gas per building type	$CO_2e_{NatGas,i}$	See Table 8	MT CO ₂ e/year	Calculated
Natural gas consumed per building type	$Fuel_{NG,i}$	See Table 8	therms/year	SoCalGas Natural Gas Report ¹
Percent natural gas lost during consumer end-use	L_{enduse}	0.50%	Percent	Environmental Defense Fund ²
Carbon dioxide emission factor for natural gas combustion	EF_{NG,CO_2}	53.06	kg CO ₂ /mmBTU natural gas	EPA Emission Factors Hub ³
Methane emission factor for natural gas combustion	EF_{NG,CH_4}	0.001	kg CH ₄ /mmBTU natural gas	
Nitrous oxide emission factor for natural gas combustion	EF_{NG,N_2O}	0.0001	kg N ₂ O/mmBTU natural gas	
Global warming potential of carbon dioxide	GWP_{CO_2}	1	N/A	IPCC Fifth Assessment Report ⁴
Global warming potential of methane	GWP_{CH_4}	28	N/A	
Global warming potential of nitrous oxide	GWP_{N_2O}	265	N/A	
Conversion factor	10^{-1}	0.1	mmBTU/therm	EPA Emission Factors Hub
Conversion factor	10^{-3}	0.001	MT/kg	EPA Emission Factors Hub
Building type (i.e., residential or nonresidential)	i	Residential Nonresidential ⁵	Categorical	N/A

Notes: MT CO₂e = Metric tons of carbon dioxide equivalent; therms = thermal unit; mmBTU = metric million British thermal unit; kg = kilograms; N/A = Not Applicable

1. Southern California Gas (SoCalGas) Natural Gas Report provided by the City via email.

2. Environmental Defense Fund User Guide For Natural Gas Leakage Rate Modeling Tool. Available at: <https://www.edf.org/sites/default/files/US-Natural-Gas-Leakage-Model-User-Guide.pdf>

3. Environmental Protection Agency (EPA). Emission Factors Hub. April 1, 2022. Available at: <https://www.epa.gov/climateleadership/ghg-emission-factors-hub>

4. Intergovernmental Panel on Climate Change (IPCC). 2014. AR5 Synthesis Report: Climate Change 2014. Available at: <https://www.ipcc.ch/report/ar5/syr/>

5. Nonresidential includes natural gas use from commercial sources and excludes energy consumption from industrial and sources.

City of San Fernando
City of San Fernando CARP

The total natural gas consumption, emissions factors, and GHG emissions associated with community natural gas use is summarized in Table 8 per building type.

Table 8 Community Residential and Nonresidential Natural Gas GHG Emissions Calculations

Building Type	Activity Data [therms]	End-use Leakage [therms]	Adjusted Activity Data [therms]	Emissions Factor [MT CO ₂ e/therm]	GHG Emissions [MT CO ₂ e]
Residential	1,870,469	9,352	1,861,117	0.005311	9,885
Nonresidential	1,249,133	6,246	1,242,887	0.005311	6,601

Notes: MT CO₂e = Metric tons of carbon dioxide equivalent

Energy: Natural Gas Methane Leaks

Natural gas methane leaks occur during delivery to the buildings and during associated end-uses in the community. Gas methane leaks from delivery occur in the pipeline distribution system and are, therefore, upstream of the delivery endpoints located in the City and not reflected in the total reported natural gas purchased. While natural gas pipeline distribution leakage is technically outside of the City's jurisdictional boundaries, the leakage is directly impacted by natural gas consumption in the community. As leakage is directly connected to the community's natural gas consumption, it is best practice to include leakage as an emissions sector and it is, therefore, included in the City's 2021 Community GHG Inventory. Methane leaks from end-use discussed previously occur at the point of use in the City and, therefore, occur within the City's jurisdictional boundaries. Though a recommended source of emissions, the Community Protocol does not provide a specific calculation methodology for determining GHG emissions from natural gas leakage. Therefore, emissions from natural gas leaks were calculated using Equation 3.4 which, aligns with energy calculation principles set forth by the Community Protocol and the guidance provided under Community Protocol Section BE.5 Upstream Emissions from Energy Use. Table 9 shows the parameters and data sources associated with Equation 3.4 which were used to quantify GHG emissions from natural gas distribution and end-use leakage.

EQUATION 3.4

NATURAL GAS LEAKAGE SECTOR EMISSIONS

$$CO_{2e_{leak,i}} = Fuel_{NG,i} \times EF_{NG\ leak} \times (L_{enduse} + L_{dist}) \quad 3.4$$

Table 9 Emissions Parameters and Data Sources – Community Natural Gas Leaks

Definition	Parameter	Value	Unit	Data Source
Annual GHG emissions from natural gas distribution leakage per building type	$CO_{2e_{leak,i}}$	See Table 10	MT CO ₂ e/year	Calculated
Natural gas consumed per building type	$Fuel_{NG,i}$	See Table 10	therms/year	SCG Natural Gas Report ¹
Emission factor for natural gas leakage	$EF_{NG\ leak}$	0.053067	MT CO ₂ e/therm	Calculated ²
Percent natural gas lost during distribution	L_{dist}	2.3%	Percent	Alvarez, Ramón et al. (2018) ³
Percent natural gas lost during consumer end-use	L_{enduse}	0.5%	Percent	Environmental Defense Fund ⁴
Building type (i.e., residential or nonresidential)	i	Residential Nonresidential ⁵	Categorical	N/A

Notes: MT CO₂e = Metric tons of carbon dioxide equivalent; therms = thermal unit; N/A = Not Applicable

1. Southern California Gas (SoCalGas) Natural Gas Report provided by the City via email.

2. Emission factor is calculated using the following equation:

$$2.85 \frac{\text{cubic meters}}{\text{therm}} * 95\% \text{ methane content} * 0.7 \frac{\text{kg}}{\text{cubic meter}} * 28 \frac{\text{CO}_2\text{e}}{\text{CH}_4} * 0.001 \frac{\text{MT}}{\text{kg}}$$

3. Alvarez, Ramón et al. (2018). Assessment of methane emissions from the U.S. oil and gas supply chain. Science. 361. Accessed at: <https://www.science.org/doi/abs/10.1126/science.aar7204>

4. Environmental Defense Fund USER GUIDE FOR NATURAL GAS LEAKAGE RATE MODELING TOOL. Accessed at: <https://www.edf.org/sites/default/files/US-Natural-Gas-Leakage-Model-User-Guide.pdf>

5. Nonresidential includes natural gas use from commercial sources and excludes energy consumption from industrial and sources.

The total natural gas use and resulting leakage activity data, emissions factors, and GHG emissions per building type is summarized in Table 10.

Table 10 Community Natural Gas Methane Leaks GHG Emissions Calculations

Natural Gas Sector	Provided Activity Data [therms]	Leakage Source	Methane Leakage [therms]	Emissions Factor [MT CO ₂ e/therm]	GHG Emissions [MT CO ₂ e]
Residential	1,870,469	Distribution	43,021	0.053067	2,779
		End-use	9,352	0.053067	
Nonresidential	1,249,133	Distribution	28,730	0.053067	1,856
		End-use	6,246	0.053067	

Notes: MT CO₂e = Metric tons of carbon dioxide equivalent

3.2.2 Transportation

Transportation: On-road

On-road vehicles in the community produce GHG emissions from the mobile combustion of fossil fuels (i.e., internal combustion engines) and up-stream from the production of electricity (i.e., to power electric vehicles). GHG emissions from the on-road transportation sector were calculated in accordance with Community Protocol TR.1.A and TR.2. B. The methodology leverages on-road transportation data from CARB's 2021 Emission FACTor (EMFAC2021) model.⁹ EMFAC2021 provides data on the county-wide level and does not differentiate data according to cities. This assessment used emissions factors for on-road vehicles per vehicle class from EMFAC2021.

The Community Protocol recommends the use of regional travel demand models to differentiate passenger, commercial, and bus vehicle miles travelled activity data attributed to the community. This assessment utilizes data provided by Iteris, Inc.¹⁰ The study provided by Iteris is based on data pulled from the Southern California Association of Governments (SCAG) Regional Transportation Model,¹¹ an origin-destination model which generates attributable daily average vehicle miles travelled (VMT) for participating counties and cities in Southern California. The model provides VMT data from trips occurring within City limits (internal-internal), traversing City limits (internal-external), and trips which are entirely outside City limits (external-external). Daily VMT provided by Iteris accounted for 100 percent of internal-internal trips and 50 percent of internal-external and external-internal trips and was annualized¹² to determine 2021 VMT activity data for the City. Equation 3.5 and Table 11 define the equations, parameters, and data sources used to convert resulting VMT activity data to GHG emissions from on-road transportation fuel combustion.

EQUATION 3.5

TR.1.A & TR.2.B ON-ROAD TRANSPORTATION COMBUSTION EMISSIONS

$$CO_2e_{onroad,i} = \left(T_i + \frac{1}{2}T_{O,i} + \frac{1}{2}T_{D,i} \right) \times EF_{auto,i} \quad 3.5$$

⁹ California Air and Resources Board. 2023. Emission FACTor (EMFAC2021 v1.0.1) Model. Available at: <https://arb.ca.gov/emfac/emissions-inventory/5e0cb7d6006cc10661f4b3ffb9c120a486d46ea6>

¹⁰ <https://www.iteris.com/>

¹¹ <https://scag.ca.gov/activity-based-model>

¹² Daily VMT is scaled based on a 347 days per year conversion as specified by iteris and the SCAG Regional Transportation Model. The conversion factor accounts for difference between weekend vs weekday transportation activities.

Table 11 Emissions Parameters and Data Sources – Community On-road Transportation

Definition	Parameter	Value	Unit	Data Source
Total annual community on-road GHG emissions per vehicle class	$CO_{2e_{onroad,i}}$	See Table 14	MT CO ₂ e/year	Calculated
VMT occurring within jurisdictional boundaries per vehicle class	T_i	See Table 14	miles	SCAG Regional Transportation Model (Iteris) ¹
VMT originating within and terminating outside of jurisdictional boundaries per vehicle class	$T_{O,i}$	See Table 14	miles	SCAG Regional Transportation Model (Iteris)
VMT originating outside of and terminating within jurisdictional boundaries per vehicle class	$T_{D,i}$	See Table 14	miles	SCAG Regional Transportation Model (Iteris)
Emissions factor for on-road vehicles per vehicle class	$EF_{auto,i}$	See Table 14	MT CO ₂ e/mile	EMFAC2021 v1.0.1 ²
Vehicle class	i	Passenger Commercial Bus	Categorical	N/A

Notes: MT CO₂e = Metric tons of carbon dioxide equivalent; VMT = vehicle miles travelled; NA = Not Applicable

1. Southern California Association of Governments (SCAG) Regional Transportation Model activity data provided by Iteris, Inc. via email on June 26, 2023. Further information regarding the regional transportation model is available at: <https://scag.ca.gov/activity-based-model>

2. California Air Resources Board (CARB). 2023. Emission Factor (EMFAC2021 v1.0.1) Model. Available at: <https://arb.ca.gov/emfac/emissions-inventory/5e0cb7d6006cc10661f4b3ffb9c120a486d46ea6>

In addition to mobile combustion emissions accounted under Community Protocol Equations TR.1.A and TR.2.B, GHG emissions from electric vehicles were included in the City's 2021 Community GHG Inventory for more accurate accounting of on-road transportation trends. This was achieved through modifying Equation 3.5 to account for EV modeshare estimates based on total VMT. EMFAC2021 emissions factors attribute GHG emissions to be zero for EV activity, therefore application of the emission factor to total VMT data do not result in double counting of emissions associated with EVs. The equation, parameters, and data sources used to estimate GHG emissions attributable to on-road EV activity is provided in Equation 3.6 and Table 12 below.

EQUATION 3.6

ON-ROAD TRANSPORTATION ELECTRIC VEHICLE EMISSIONS

$$CO_{2e_{onroad,EV,i}} = \left(T_i + \frac{1}{2}T_{O,i} + \frac{1}{2}T_{D,i} \right) \times EV_{share,i} \times EPM_i \times EF_{elec,j} \quad 3.6$$

City of San Fernando
City of San Fernando CARP

Table 12 Emissions Parameters and Data Sources – Community On-road Transportation EV

Definition	Parameter	Value	Unit	Data Source
Total annual community on-road EV GHG emissions per vehicle class	$CO_{2e}Onroad, EV, i$	See Table 14	MT CO ₂ e/year	Calculated
VMT occurring within jurisdictional boundaries per vehicle class	T_i	See Table 13	miles	SCAG Regional Transportation Model (Iteris) ¹
VMT originating within and terminating outside of jurisdictional boundaries per vehicle class	$T_{O,i}$	See Table 13	miles	SCAG Regional Transportation Model (Iteris)
Vehicle miles travelled originating outside of and terminating within jurisdictional boundaries per vehicle class	$T_{D,i}$	See Table 13	miles	SCAG Regional Transportation Model (Iteris)
Percent share of VMT attributable to EVs	$EV_{share,i}$	See Table 13	%	EMFAC2021 v1.0.1 ²
Average rate of electricity consumption per EV-mile per vehicle class	EPM_i	See Table 13	kWh/mile	EMFAC2021 v1.0.1
Weighted average electricity emissions factor per building type	$EF_{elec,j}$	See Table 13	MT CO ₂ e/kWh	SCE 2021 Power Content Label ³
Vehicle class	i	Passenger Commercial Bus	Categorical	N/A
Building type	j	Residential Nonresidential	Categorical	N/A

Notes: MT CO₂e = Metric tons of carbon dioxide equivalent; EV = electric vehicles; VMT = vehicle miles travelled; kWh = kilowatt hour; N/A = Not Applicable

1. SCAG Regional Transportation Model activity data provided by Iteris, Inc. via email on June 26, 2023. Further information regarding the regional transportation model is available at: <https://scag.ca.gov/activity-based-model>

2. California Air Resources Board (CARB). 2023. Emission FACTor (EMFAC2021 v1.0.1) Model. Available at: <https://arb.ca.gov/emfac/emissions-inventory/5e0cb7d6006cc10661f4b3ffb9c120a486d46ea6>

3. California Energy Commission. 2023. 2021 Power Content Label submitted by Southern California Edison. Available at: <https://www.energy.ca.gov/filebrowser/download/4676>

Table 13 shows the VMT activity data for community vehicles per vehicle class as well as the EV share of VMT and EVMT used to determine EV activity data expressed as electricity consumption.

Table 13 Community On-road EV Activity Data Calculations

Vehicle Class	VMT Activity Data [miles]	EV Share [%]	EVMT [miles]	EPM [kWh/mile]	EV Activity Data [kWh]
Passenger	156,825,956	2.54%	3,983,379	0.36	1,446,819
Commercial	10,326,720	0.00%	0	0	0
Bus	262,208	0.51%	1,337	2.11	2,825

Notes: VMT = vehicle miles travelled; EV = electric vehicle; EPM = electricity per mile; EVMT = electric vehicle miles traveled; kWh = kilowatt hour

The activity data, emissions factors, and resulting GHG emissions from on-road transportation quantified in accordance with Equation 3.5 and Equation 3.6 are summarized in Table 14 below.

Table 14 Community On-road Transportation GHG Emissions Calculations

Sector	Activity Data ¹		Emission Factor		GHG Emissions [MT CO ₂ e]
Passenger VMT	156,825,956	VMT	0.000354	MT CO ₂ e/mile	55,516
Commercial VMT	10,326,720	VMT	0.001198	MT CO ₂ e/mile	12,371
Bus VMT	262,208	VMT	0.002123	MT CO ₂ e/mile	557
Passenger EVMT ¹	1,446,819	kWh	0.000263	MT CO ₂ e/mile	381
Commercial EVMT ²	0	kWh	0.000263	MT CO ₂ e/mile	0
Bus EVMT ²	2,825	kWh	0.000263	MT CO ₂ e/mile	1
Total					68,826

Notes: VMT = vehicle miles traveled; EVMT = electric vehicle miles traveled; kWh = kilowatt hour; MT CO₂e = Metric tons of carbon dioxide equivalent

1. EV activity data does not include kWh associated with T&D losses as these emissions are considered negligible and are included under energy sector emissions.

2. Emissions factor for on-road passenger EV electricity use is weighted according to the portion of electricity supplied per provider in the residential electricity sector (see Table 4)

3. Emissions factor for on-road commercial and bus EV electricity use is weighted according to the portion of electricity supplied per provider in the residential electricity sector (see Table 4)

Transportation: Off-road

Off-road equipment and vehicles in the community generate GHG emissions from the mobile combustion of fossil fuels. Off-road fuel usage results from equipment operation for sectors such as agricultural, construction, lawn and garden, and recreational equipment. Community Protocol Equation TR.8 was used to quantify GHG emissions from off-road equipment fuel consumption and is shown under Equation 3.7 below. Table 15 lists the parameters, values, and data sources used to quantify emissions in according with the Community Protocol.

EQUATION 3.7

TR.8 OFF-ROAD EQUIPMENT SECTOR EMISSIONS

$$CO_{2e\text{offroad},j} = EF_j \times \sum_i Fuel_{\text{offroad},i,j} \times AF_i \quad 3.7$$

City of San Fernando
City of San Fernando CARP

Table 15 Emissions Parameters and Data Sources – Community Off-Road Equipment

Definition	Parameter	Value	Unit	Data Source
Annual GHG emissions from offroad equipment	$CO_{2e\text{offroad},j}$	See Table 17	MT CO ₂ e/year	Calculated
Annual fuel consumption in the County per sector per fuel type	$Fuel_{\text{offroad},i,j}$	See Table 17	Gallons/year	OFFROAD2021 ¹
Fuel attribution factor per equipment type	AF_i	See Table 16	Percent	SCAG Growth Forecast ²
Emission factor per fuel type	EF_j	See Table 17	MT CO ₂ e/gallon	EPA Emission Factors Hub ³
Equipment Type	i	See Table 16	Categorical	OFFROAD2021
Fuel type	j	Gasoline Diesel Natural Gas	Categorical	OFFROAD2021

Notes: MT CO₂e = Metric tons of carbon dioxide equivalent

1. California Air Resource Board (CARB). 2023. Mobile Source Emissions Inventory Off-road (OFFROAD2021 v1.0.3). Available at: <https://arb.ca.gov/emfac/emissions-inventory/5e0cb7d6006cc10661f4b3ffb9c120a486d46ea6>

2. Southern California Association of Governments (SCAG). 2023. 2016-2040 RTP/SCS Final Growth Forecast by Jurisdiction. Available at: https://scag.ca.gov/sites/main/files/file-attachments/2016_2040rtpscs_finalgrowthforecastbyjurisdiction.pdf?1605576071

3. Environmental Protection Agency (EPA). 2022. GHG Emission Factors Hub. Available at: <https://www.epa.gov/climateleadership/ghg-emission-factors-hub>

Locally applicable activity data in alignment with ICLEI protocol standards reports off-road equipment fuel consumption on a county-wide basis. Attribution factors per equipment type used to allocate City off-road fuel usage were determined based on demographic data and land use data relating to population size, number of jobs, and agricultural acreage, where applicable. The demographic attribution metrics and percent attribution used for each off-road equipment type is shown in Table 16.

Table 16 Community Off-road Equipment Sector Attributions

Equipment Type	Attribution Metric	Attribution	Data Source
Agricultural	Excluded – Other ¹	0.00%	N/A
Airport Ground Support	Excluded – Not Under Jurisdictional Control	0.00%	N/A
Cargo Handling Equipment	Excluded – Not Under Jurisdictional Control	0.00%	N/A
Commercial Harbor Craft	Excluded – Not Under Jurisdictional Control	0.00%	N/A
Construction and Mining	Employment	0.25%	SCAG Growth Forecast ²
Industrial	Employment	0.25%	SCAG Growth Forecast
Lawn and Garden	Population	0.24%	SCAG Growth Forecast
Light Commercial	Employment	0.25%	SCAG Growth Forecast
Locomotive	Excluded – Not Under Jurisdictional Control	0.00%	N/A
Ocean Going Vessel	Excluded – Not Under Jurisdictional Control	0.00%	N/A
Oil Drilling	Excluded – Not Under Jurisdictional Control	0.00%	N/A

Equipment Type	Attribution Metric	Attribution	Data Source
Outboard Marine Tanks	Excluded – Not Under Jurisdictional Control	0.00%	N/A
Pleasure Craft	Population	0.24%	SCAG Growth Forecast
Portable Equipment	Employment	0.25%	SCAG Growth Forecast
Transport Refrigeration Unit	Employment	0.25%	SCAG Growth Forecast
Recreational	Population	0.24%	SCAG Growth Forecast
Military Tactical Support	Excluded – Not Under Jurisdictional Control	0.00%	N/A
Forestry	Excluded – Other ³	0.00%	N/A

Notes: N/A = Not Applicable

1. Agricultural off-road equipment was excluded to remain consistent with the scope of the City's 2021 Community Inventory which excludes agricultural electricity and natural gas sector GHG emissions due to aggregation rules.

2. Southern California Association of Governments. 2023. 2016-2040 RTP/SCS Final Growth Forecast by Jurisdiction. Available at: https://scag.ca.gov/sites/main/files/file-attachments/2016_2040rtpscs_finalgrowthforecastbyjurisdiction.pdf?1605576071

3. Though forestry occurs within the County of Los Angeles, there appears to be minimal opportunity for forestry within the City's boundaries. Therefore, it is assumed that offroad fuel consumption for forestry activities is negligible and thereby excluded.

The allocated and aggregated activity data by fuel type, emission factors, and emissions results for the inventory's off-road equipment sector are provided in Table 17.

Table 17 Community Off-road GHG Emissions Calculations

Fuel Type	Activity Data (gallons)	Emission Factor (MT CO ₂ e/gallon) ¹	GHG Emissions (MT CO ₂ e)
Diesel	208,532	0.008542	1,781
Gasoline	224,366	0.009186	2,061
Natural Gas	135,042	0.005863	792
Total			4,634

Notes: MT CO₂e = Metric tons of carbon dioxide equivalent; Values may not add due to rounding

1. Emission factors per fuel type represent a weighted average based on the emissions factor and fuel consumption per offroad equipment type as determined according to EPA's Emissions Factor Hub available at: <https://www.epa.gov/climateleadership/ghg-emission-factors-hub>

3.2.3 Solid Waste

GHG emissions associated with the waste sector result from the decomposition of waste at a landfill as well as landfill operation processes. City solid waste is collected by Republic Services and transported to the Antelope Valley Public Landfill, Azusa Land Reclamation Company Landfill, Chiquita Canyon Sanitary Landfill, El Sobrante Landfill, Frank R Bowerman Sanitary Landfill, Olinda Alpha Landfill, Simi Valley Landfill and Recycling Center, and/or the Sunshine Canyon City/County Landfill¹³. GHG emissions from waste decomposition were calculated using Community Protocol Method SW.4. Equation 3.8 and Table 18 provide the calculation method, associated parameters, and data sources used to quantify GHG emissions in accordance with Community Protocol SW.4.

¹³ CalRecycle. 2023. Jurisdiction Disposal and Alternative Daily Cover Tons by Facility. Accessed at <https://www2.calrecycle.ca.gov/LGCentral/DisposalReporting/Destination/DisposalByFacility>

EQUATION 3.8

SW.4.1 SOLID WASTE FUGITIVE EMISSIONS

$$CO_2e_{Waste,fugitive} = GWP_{CH_4} \times (1 - CE) \times (1 - OX) \times M \times \sum_i P_i \times EF_i \quad 3.8$$

Table 18 Emissions Parameters and Data Sources – Community Solid Waste

Definition	Parameter	Value	Unit	Data Source
Annual community generated waste GHG emissions	$CO_2e_{Waste,fugitive}$	See Table 19	MT CO ₂ e/year	Calculated
Methane global warming potential	GWP_{CH_4}	28	N/A	IPCC Fifth Assessment Report ¹
Default LFG collection efficiency	CE	0.75	Fraction	ICLEI Community Protocol
Oxidation rate	OX	0.10	Fraction	ICLEI Community Protocol
Total mass of waste entering landfill	M	22,127	Wet short tons	City of San Fernando ²
Proportion of total waste material per material type	P_i	1	Fraction	ICLEI Community Protocol
Emission factor per material type ³	EF_i	0.52	MT CO ₂ /short ton material	US EPA Emission Factors for Greenhouse Gas Inventories I
Material type	i	Multiple	Categorical	N/A

Notes: MT CO₂e = Metric tons of carbon dioxide equivalent; N/A = Not Applicable

1. Intergovernmental Panel on Climate Change (IPCC). 2014. AR5 Synthesis Report: Climate Change 2014. Available at: <https://www.ipcc.ch/report/ar5/syr/>

2. Tons of waste activity data provided by the City of San Fernando via email.

Although the landfill is not located within the City boundaries, landfill process emissions are attributable to the City and were quantified according to Equation SW.5 of the Community Protocol. Equation 3.9 and Table 19 provide the calculation method, associated parameters, and data sources used to quantify GHG emissions from landfill operations.

EQUATION 3.9

SW.5 SOLID WASTE PROCESS EMISSIONS

$$CO_2e_{Waste,process} = M \times EF_p \quad 3.10$$

Table 19 Emissions Parameters and Data Sources – Community Solid Waste

Definition	Parameter	Value	Unit	Data Source
Annual landfill process GHG emissions	$CO_2e_{Waste,process}$	243	MT CO ₂ e/year	Calculated
Total mass of solid waste that enters the landfill in the inventory year	M	22,127	Wet short tons/year	City of San Fernando ¹
Emissions factor for landfill process emissions	EF_p	0.011	MT CO ₂ e/wet short ton	ICLEI Community Protocol

Notes: MT CO₂e = Metric tons of carbon dioxide equivalent

1. Tons of waste activity data provided by the City of San Fernando via email

The total GHG emissions from solid waste sources are summarized in Table 20.

Table 20 Community Solid Waste Tonnage Allocation

Emissions Source	GHG Emissions [MT CO ₂ e/year]
Landfill Fugitive Emissions	11,506
Landfill Process Emissions ¹	243
Total	11,749
Notes: MT CO ₂ e = Metric tons of carbon dioxide equivalent	

3.2.4 Water

Water consumption generates GHG emissions from the electricity used to deliver water to the community, as well as the energy used to treat and convey the water prior to delivery. In San Fernando, 100 percent of the City's source water is local groundwater pumped by the City and sourced from groundwater wells located along the Sylmar Groundwater Basin. The City only uses the Metropolitan Water District of Southern California's connections for emergency use. Emissions from electricity used for City-supplied water are anticipated to be accounted for under the municipal electricity sector and are, therefore, excluded from the community inventory to avoid double counting. However, GHG emissions associated with City water production are quantified and presented below for information purposes. Table 21 shows the parameters and data sources associated with Equation 3.11 which were used to quantify GHG emissions from local water sources.

EQUATION 3.11

WW.14 WATER SECTOR EMISSIONS

$$CO_{2e_{Water,i}} = Vol_i \times \sum_j EI_{i,j} \times EF_{elec,i,j} \quad 3.11$$

Table 21 Emissions Parameters and Data Sources – Community Water

Definition	Parameter	Value	Unit	Data Source
Annual GHG emissions from water consumption per water district	$CO_{2e_{Water,i}}$	See Table 22	MT CO ₂ e/year	Calculated
Volume of water supplied to the community per water district	Vol_i	See Error! Reference source not found.	AF	2021 Water Production Report ¹
Energy intensity of water distribution per water district	$EI_{i,j}$	See Table 22	kWh/AF	City of San Fernando 2020 UWMP ²
Electricity emissions factor per water process stage per source type	$EF_{elec,i,j}$	See Table 22	MT CO ₂ e/kWh	1. SCE 2021 Power Content Label ³ 2. EPA eGRID ⁴
Water district	i	See Table 22 Error! Reference source not found.	Categorical	N/A

City of San Fernando
City of San Fernando CARP

Definition	Parameter	Value	Unit	Data Source
Water process stage	<i>j</i>	Extraction Conveyance Treatment Distribution	Categorical	N/A

Notes: MT CO₂e = Metric tons of carbon dioxide equivalent; AF = acre-feet; kWh = kilowatt hour; UWMP = Urban Water Management Plan; N/A = Not Applicable

1. Acre-feet of water production provided by the City of San Fernando via email.

2. City of San Fernando. 2020. Urban Water Management Plan. Available at: https://ci.san-fernando.ca.us/wp-content/uploads/2021/06/San-Fernando_2020-UWMP_Public-Draft_2021-06-02.pdf

3. California Energy Commission. 2023. 2021 Power Content Label submitted by Southern California Edison. Available at: <https://www.energy.ca.gov/filebrowser/download/4676>

4. Environmental Protection Agency (EPA). 2023. eGRID Data Explorer 2021 Western Energy Grid. Available at: <https://www.epa.gov/egrid/data-explorer>

Error! Reference source not found. shows the total water supplied to the City, the energy intensity, emissions factor, and total emissions.

Table 22 Community Water Activity Data, Energy Intensity, Emission Factor, and Emissions Per Water Provider

Water District	Activity Data [AF]	Energy Intensity (kWh/AF)	Emissions Factor [MT CO ₂ e/kWh]	Emission [MT CO ₂ e/year]
Local Water Supply				
City of San Fernando ¹	2,763.61	2,421.2 ¹	0.000263 ²	1,760 ³

Notes: kWh = kilowatt hour; AF = acre-feet

1. Energy Intensity information for the City of San Fernando was sourced from the City's 2020 Urban Water Management Plan available at: https://ci.san-fernando.ca.us/wp-content/uploads/2021/06/San-Fernando_2020-UWMP_Public-Draft_2021-06-02.pdf

2. Emissions factors are sourced from the City's electricity provider (SCE) power label information available at: <https://www.energy.ca.gov/filebrowser/download/4676>

3. To limit double counting, emissions are not included in the 2021 Community inventory.

3.2.5 Wastewater

Management of wastewater produces emissions through every stage of the process from collection to final use or discharge. The City's wastewater is treated by the Sanitation Districts of Los Angeles County (LACSD) and is not processed or disposed of within the City's boundaries. The City's wastewater is sent to Hyperion Water Reclamation Plant (Hyperion WRP). LACSD estimates approximately 69 gallons per person per day of wastewater is generated within LACSD's service area.

Hyperion WRP utilizes a primary and secondary treatment process using digester tanks to treat wastewater for reclamation purposes or discharge to the Santa Monica Bay. Currently, Hyperion WRP processes an average of 260 million gallons (MG) per day with approximately 220 MG being discharged into the sea.¹⁴

GHG emissions from Hyperion WRP operations are a result of stationary combustion, process emissions, effluent discharge into the Pacific Ocean, and electricity use. Community protocol

¹⁴ City of Los Angeles Sanitation. 2023. Hyperion Reclamation Plant. Available at: https://www.lacitysan.org/san/faces/home/portal/s-lsh-wwd/s-lsh-wwd-cw/s-lsh-wwd-cw-p/s-lsh-wwd-cw-p-hwrp?_adf.ctrl-state=t7b1utnjj_752&_afLoop=1285933100222320#!

methods used to quantify GHG emissions from stationary combustion, process emissions, effluent discharge, and electricity use rely on population served by the wastewater facility as activity data.

The set of methods used to quantify stationary combustion emissions is outlined in Equation 3.12 and Table 23 as well as Equation 3.13 and Table 24 below.

EQUATION 3.12

WW.1. (ALT) WASTEWATER DIGESTER GAS STATIONARY COMBUSTION EMISSIONS (CH₄)

$$CO_2e_{WW,Stat,CH_4,i} = (P_i \times \text{Digester Gas} \times f_{CH_4} \times BTU_{CH_4} \times 10^{-6} \times EF_{CH_4} \times 365.25 \times 10^{-3}) \times GWP_{CH_4} \quad 3.12$$

Table 23 Emissions Parameters and Data Sources – Community Wastewater WW.1. (alt)

Definition	Parameter	Value	Unit	Data Source
Total annual GHG emitted by devices designed to combust digester gas	$CO_2e_{WW,Stat,CH_4}$	See Table 28	MT CO ₂ e/year	Calculated
Population served ¹	P_i	36,640	People	SCAG Growth Forecast ²
Rate of digester gas volume production	<i>Digester Gas</i>	1.00	std ft ³ /person/day	ICLEI Community Protocol
Fraction of methane in digester gas	f_{CH_4}	0.65	Fraction	ICLEI Community Protocol
Default higher heating value of methane	BTU_{CH_4}	1,028	BTU/ft ³	ICLEI Community Protocol
Conversion factor	10^{-6}	0.000001	mmBTU/BTU	EPA Emission Factors Hub
Methane emissions factor	EF_{CH_4}	0.0032	kg CH ₄ /mmBTU	ICLEI Community Protocol
Conversion factor	365.25	365.25	Days/year	ICLEI Community Protocol
Conversion factor	10^{-3}	0.001	MT/kg	EPA Emission Factors Hub
Global warming potential of methane	GWP_{CH_4}	25	N/A	IPCC Fifth Assessment Report
WRP	i	Hyperion WRP	Categorical	N/A

Notes: MT CO₂e = Metric tons of carbon dioxide equivalent; std ft³ = standard cubic feet; BTU = British thermal unit; mmBTU = one million British thermal units; kg = kilograms N/A = Not Applicable

1. Population serviced (or service population) is the sum of population and employment.

2. Southern California Association of Governments. 2023. 2016-2040 RTP/SCS Final Growth Forecast by Jurisdiction. Available at: https://scag.ca.gov/sites/main/files/file-attachments/2016_2040rtpscs_finalgrowthforecastbyjurisdiction.pdf?1605576071

EQUATION 3.13

WW.2. (ALT) WASTEWATER DIGESTER GAS STATIONARY COMBUSTION EMISSIONS (N₂O)

$$CO_2e_{WW,Stat,N_2O,i} = (P_i \times \text{Digester Gas} \times f_{CH_4} \times BTU_{CH_4} \times 10^{-6} \times EF_{N_2O} \times 365.25 \times 10^{-3}) \times GWP_{N_2O} \quad 3.13$$

City of San Fernando
City of San Fernando CARP

Table 24 Emissions Parameters and Data Sources – Community Wastewater WW.2. (alt)

Definition	Parameter	Value	Unit	Data Source
Total annual GHG emitted by devices designed to combust digester gas	$CO_2e_{WW,Stat,N2O}$	See Table 28	MT CO ₂ e/year	Calculated
Population served ¹	P_i	36,640	People	SCAG Growth Forecast ²
Rate of digester gas volume production	<i>Digester Gas</i>	1.00	std ft ³ /person/day	ICLEI Community Protocol
Fraction of methane in digester gas	f_{CH_4}	0.65	Fraction	ICLEI Community Protocol
Default higher heating value of methane	BTU_{CH_4}	1,028	BTU/ft ³	ICLEI Community Protocol
Conversion factor	10^{-6}	0.000001	mmBTU/BTU	EPA Emission Factors Hub
Nitrous Oxide emissions factor	EF_{N2O}	0.0006	kg N ₂ O/mmBTU	ICLEI Community Protocol
Conversion factor	365.25	365.25	Days/year	ICLEI Community Protocol
Conversion factor	10^{-3}	0.001	MT/kg	EPA Emission Factors Hub
Global warming potential of nitrous oxide	GWP_{N2O}	265		IPCC Fifth Assessment Report
WRP	i	Hyperion WRP	Categorical	N/A

Notes: MT CO₂e = Metric tons of carbon dioxide equivalent; std ft³ = standard cubic feet; BTU = British thermal unit; mmBTU = one million British thermal units; kg = kilograms N/A = Not Applicable

1. Population serviced (or service population) is the sum of population and employment

2. Southern California Association of Governments. 2023. 2016-2040 RTP/SCS Final Growth Forecast by Jurisdiction. Available at: https://scag.ca.gov/sites/main/files/file-attachments/2016_2040rtpscs_finalgrowthforecastbyjurisdiction.pdf?1605576071

Equation 3.14 shows the calculation method use to quantify process emissions without nitrification/denitrification in accordance with Community Protocol WW.8. Table 25 show the parameter definitions, default factors, and data sources used.

EQUATION 3.14**WW.8 CENTRALIZED WWTP W/O NITRIFICATION/DENITRIFICATION**

$$CO_2e_{WW,w/o\ nit/denit,i} = P_i \times F_{ind-com} \times EF_{w/o\ nit/denit} \times 10^{-6} \times GWP_{N2O} \quad 3.14$$

Table 25 Emissions Parameters and Data Sources – Community Wastewater WW.8

Definition	Parameter	Value	Unit	Data Source
Total annual GHG emitted by WWTP processes	$CO_2e_{WW,w/o\ nit/denit,i}$	See Table 28	MT CO ₂ e/year	Calculated
Population served ¹	P_i	36,640	People	SCAG Growth Forecast ²
Factor for insignificant industrial or commercial discharge	$F_{ind-com}$	1.00	N/A	ICLEI Community Protocol
Emissions factor for a WWTP without	$EF_{w/o\ nit/denit}$	3.20	g N ₂ O/person/year	ICLEI Community Protocol

Definition	Parameter	Value	Unit	Data Source
nitrification or denitrification				
Conversion factor	10^{-6}	0.000001	MMBtu/BTU	EPA Emission Factors Hub
Global warming potential of nitrous oxide	GWP_{N2O}	265	N/A	IPCC Fifth Assessment Report
WRP	i	Hyperion WRP	Categorical	N/A

Notes: MT CO₂e = Metric tons of carbon dioxide equivalent; std ft³ = standard cubic feet; BTU = British thermal unit; MMBtu = one million British thermal units; kg = kilograms N/A = Not Applicable

1. Population serviced (or service population) is the sum of population and employment

2. Southern California Association of Governments. 2023. 2016-2040 RTP/SCS Final Growth Forecast by Jurisdiction. Available at: https://scag.ca.gov/sites/main/files/file-attachments/2016_2040rtpscs_finalgrowthforecastbyjurisdiction.pdf?1605576071

Community Protocol Equation WW.12.(alt) was used to quantify GHG emissions associated with treated wastewater effluent discharge into natural water bodies. Equation 3.15 shows the calculation method use to quantify process emissions without nitrification/denitrification in accordance with the Community Protocol, while Table 26 shows the parameter definitions, default factors, and data sources used.

EQUATION 3.15

WW.12. (ALT) NITROUS OXIDE EMISSIONS FROM EFFLUENT DISCHARGE

$$\begin{aligned}
 CO_{2eWW,effluent,i} &= P_i \times F_{ind-com} \\
 &\times (Total\ N\ Load - N\ Uptake_i \times BOD_5\ load) \times EF_{effluent,i} \\
 &\times \frac{44}{28} \times (1 - F_{plant,i}) \times 365.25 \times 10^{-3} \times GWP_{N2O}
 \end{aligned}
 \tag{3.15}$$

City of San Fernando
City of San Fernando CARP

Table 26 Emissions Parameters and Data Sources – Community Wastewater WW.12. (alt)

Definition	Parameter	Value	Unit	Data Source
Total annual GHG emitted by WWTP processes	$CO_2e_{WW,w/o\ nit/denit,i}$	See Table 28	MT CO ₂ e/year	Calculated
Population served ¹	P_i	36,640	People	1. SCAG Growth Forecast ²
Factor for industrial or commercial discharge	$F_{ind-com}$	1.00	N/A	ICLEI Community Protocol
Average total nitrogen per day	$Total\ N\ Load$	0.026	kg N/person/day	ICLEI Community Protocol
Nitrogen uptake for cell growth per system type (aerobic vs anaerobic)	$N\ Uptake_i$	0.005	kg N/kg BOD ₅	ICLEI Community Protocol
Rate of BOD ₅ produced	$BOD5\ load$	0.09	kg BOD ₅ /person/day	ICLEI Community Protocol
Emissions factor of discharge to water body type (ocean)	$EF_{effluent,i}$	0.003	kg N ₂ O-N/kg sewage-N discharged	ICLEI Community Protocol
Molecular weight ratio of N ₂ O to N ₂	$\frac{44}{28}$	1.57	Fraction	ICLEI Community Protocol
Fraction of nitrogen removed from the WWTP per system type (w/ or w/o nit/denit)	$F_{plant,i}$	0.00	Fraction	ICLEI Community Protocol
Conversion factor	365.25	365.25	Days/year	ICLEI Community Protocol
Conversion factor	10^{-3}	0.001	MT/kg	EPA Emission Factors Hub
Global warming potential of nitrous oxide	GWP_{N2O}	265	N/A	IPCC Fifth Assessment Report
WRP	i	Hyperion WRP	Categorical	N/A

Notes: MT CO₂e = Metric tons of carbon dioxide equivalent; std ft³ = standard cubic feet; kg = kilograms; BOD₅ = five-day biochemical oxygen demand; N/A = Not Applicable

1. Population serviced (or service population) is the sum of population and employment

2. Southern California Association of Governments. 2023. 2016-2040 RTP/SCS Final Growth Forecast by Jurisdiction. Available at: https://scag.ca.gov/sites/main/files/file-attachments/2016_2040rtpscs_finalgrowthforecastbyjurisdiction.pdf?1605576071

Electricity use is required for the collection and treatment of wastewater. Electricity use from City wastewater treatment at Hyperion WRP were quantified in alignment with Community Protocol Equation WW.15. Equation 3.16 and Table 27 outline the method, parameters, and data sources used to determine GHG emissions attributable to San Fernando's fair share of electricity use at the wastewater facility.

EQUATION 3.16**WW.15 ENERGY-RELATED EMISSIONS ASSOCIATED WITH WASTEWATER COLLECTION AND TREATMENT**

$$CO_2e_{WWelec,i} = Elec_{WW,i} \times Per_{vol} \times EF_{elec,i} \quad 3.16$$

Table 27 Emissions Parameters and Data Sources – Community Wastewater WW.15

Definition	Parameter	Value	Unit	Data Source
Total annual GHG emitted by WWTP electricity use	$CO_2e_{WWelec,i}$	See Table 28	MT CO ₂ e/year	Calculated
Energy intensity per WWTP and wastewater management stage	$EI_{WW,i,j}$	2,080	kWh/MG	ICLEI Community Protocol
Volume of community wastewater production	Vol_i	711.54	MG	2021 San Fernando Wastewater Production Total.
Electricity emission factor per WWTP	$EF_{elec,i}$	0.000242	MT CO ₂ e/kWh	EPA eGRID ¹
Wastewater treatment plant or (WWTP)	i	Hyperion WRP	Categorical	N/AXXX

Notes: MT CO₂e = Metric tons of carbon dioxide equivalent; MG = million gallons; AF = acre-feet; kWh = kilowatt hour; N/A = Not Applicable

1. Environmental Protection Agency (EPA). 2023. eGRID Data Explorer 2021 Western Energy Grid. Available at: <https://www.epa.gov/egrid/data-explorer>

Table 28 summarizes the City's wastewater sector activity data, emissions factors, and GHG emissions per WRP.

Table 28 Community Wastewater GHG Emissions Calculations

Emissions Source	Protocol Equation	Activity Data		Emissions Factor ¹		GHG Emissions [MT CO ₂ e/year]
Hyperion WRP						
Stationary Combustion	WW.1. (alt) WW.2. (alt)	36,649	people	0.0000626	MT CO ₂ e/person	2.29
Process N ₂ O	WW.8	36,649	people	0.0008480	MT CO ₂ e/person	31.07
Effluent Discharge	WW.12. (alt)	36,649	people	0.0097066	MT CO ₂ e/person	355.65
Electricity Use	WW.15	1,480,005	kWh	0.0002421	MT CO ₂ e/kWh	358.28
Electricity Use T&D	WW.15	65,120	kWh	0.0002421	MT CO ₂ e/kWh	15.76
Total						763.06

Notes: MT CO₂e = Metric tons of carbon dioxide equivalent; kWh = kilowatt hour

3.3 2021 Community GHG Emissions Inventory Results

The inventory provides the City with current GHG emissions estimates that follow the Community Protocol and current best practices for GHG accounting. The results of the GHG inventory are summarized in Figure 1 and shown in detail in Table 29. San Fernando's total community GHG emissions in 2021 is 138,990 MT CO₂e. On-road transportation (50 percent) and building energy (38 percent) accounted for the first and second largest amount of GHG emissions in San Fernando in 2021. Solid waste accounts for 8 percent of total emissions while off-road equipment and wastewater account for 3 percent and 0.5 percent, respectively.

City of San Fernando
City of San Fernando CARP

Figure 1 Community Inventory GHG Emissions by Sector

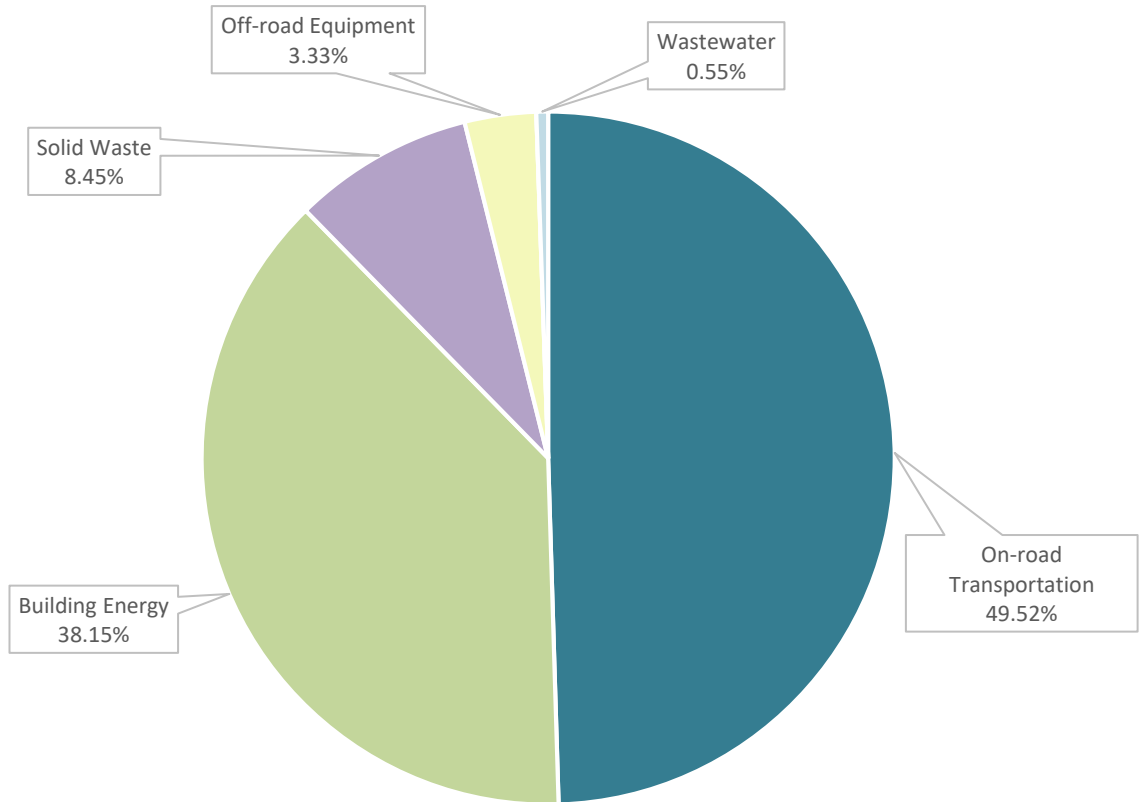


Table 29 Community GHG Emissions Inventory

GHG Emissions Sector	GHG Emissions Subsector	Activity Data		Emission Factor		GHG Emissions (MT CO ₂ e)
Energy	Residential Electricity	37,300,732	kWh	0.000263	MT CO ₂ e/kWh	9,813
	Residential Electricity T&D	1,704,892	kWh	0.000263	MT CO ₂ e/kWh	449
	Nonresidential Electricity	78,767,388	kWh	0.000263	MT CO ₂ e/kWh	20,722
	Nonresidential Electricity T&D	3,465,889	kWh	0.000263	MT CO ₂ e/kWh	912
	Residential Natural Gas	1,861,117	therms	0.005311	MT CO ₂ e/therm	9,885
	Residential Natural Gas Leaks	52,373	therms	0.053067	MT CO ₂ e/therm	2,779
	Nonresidential Natural Gas	1,242,887	therms	0.005311	MT CO ₂ e/therm	6,601
	Nonresidential Natural Gas Leaks	34,976	therms	0.053067	MT CO ₂ e/therm	1,856
Transportation	Passenger VMT	156,825,956	VMT	0.000354	MT CO ₂ e/mile	55,516
	Commercial VMT	10,326,720	VMT	0.001198	MT CO ₂ e /mile	12,371
	Bus VMT	262,208	VMT	0.002123	MT CO ₂ e /mile	557
	Passenger EVMT	1,446,819	kWh	0.000263	MT CO ₂ e /kWh	381
	Commercial EVMT	0	kWh	0.000263	MT CO ₂ e /kWh	0
	Bus EVMT	2,825	kWh	0.000263	MT CO ₂ e /kWh	1
	Off Road-Diesel	208,532	Gallons	0.008542	MT CO ₂ e /Gallon	1,781
	Off Road-Gasoline	224,366	Gallons	0.009186	MT CO ₂ e /Gallon	2,061
	Off Road-Natural Gas	135,042	Gallons	0.005863	MT CO ₂ e /Gallon	792
Solid Waste	Landfill Methane	22,127	tons	0.52	MT CO ₂ e /ton	11,506
	Process Emissions	22,127	tons	0.011000	MT CO ₂ e /ton	243
Water	Local	-	kWh	-	MT CO ₂ e /kWh	-
	Imported	-	kWh	-	MT CO ₂ e /kWh	-
Wastewater	Stationary Combustion	36,640	persons	0.000063	MT CO ₂ e /person	2
	Process N ₂ O Emissions	36,640	persons	0.000848	MT CO ₂ e /person	31
	Effluent Discharge Fugitive N ₂ O	36,640	persons	0.009707	MT CO ₂ e /person	356
	Electricity Use	1,480,005	kWh	0.000242	MT CO ₂ e /kWh	358
	Electricity Use T&D	65,120	kWh	0.000242	MT CO ₂ e /kWh	156
Total						138,990

Notes: VMT = vehicle miles traveled; EVMT = electric vehicle miles traveled; kWh = kilowatt hour; MT CO₂e = Metric tons of carbon dioxide equivalent; gal = gallons

4 GHG Emissions Inventory – Municipal

4.1 Methodology

The City's municipal GHG inventory (2021 Municipal Inventory) was completed using the Local Government Operations Protocol (LGOP)¹⁵ developed by ICLEI, CARB, California Climate Action Registry, and The Climate Registry (TCR). The LGOP methodology includes the calculation of GHG emissions which can be attributed directly to the City's operations in the given inventory year. The Municipal Inventory allows the City to track its GHG emissions resulting from the municipally owned facilities, vehicles, and equipment over which it can exert control with GHG reduction policies and ultimately lead by example.

The results of GHG emission calculations are presented by emissions scope, relating to the degree of control the City has over emissions sources, and the specific sources that the emissions are associated with. Emissions sources are categorized as direct (i.e., Scope 1) or indirect (i.e., Scope 2 or Scope 3), in accordance with the World Resources Institute and the World Business Council for Sustainable Development's Greenhouse Gas Protocol Corporate Standard, which are summarized below:

- **Scope 1:** Direct GHG emissions from sources within a local government's operations that it owns and/or controls. This includes stationary combustion to produce electricity, steam, heat, and power equipment; mobile combustion of fuels; process emissions from physical or chemical processing; fugitive emissions that result from production, processing, transmission, storage, and use of fuels; and other sources.
- **Scope 2:** Indirect GHG emissions associated with the consumption of electricity, steam, heating, or cooling that are purchased from a utility provider that also provides energy to other jurisdictions and/or is located outside City boundaries.
- **Scope 3:** All other indirect GHG emissions not covered in Scope 2, such as emissions resulting from the extraction and production of purchased materials and fuels, transport-related activities in vehicles not owned or controlled by the City (e.g., employee commuting and business travel, outsourced activities, waste disposal, etc.).

Scope

Similar to the community inventory, the GHG emissions sources and sectors for the municipal operations inventory are categorized into various sectors and subsectors to match the GHG emissions reporting of the community GHG emissions inventory, with the granularity required by the LGOP. The primary sectors of GHG emissions sources include:

- Electricity
- Natural Gas
- Transportation
- Water and Wastewater
- Solid Waste

¹⁵ ICLEI. May 2010. Local Government Operations Protocol for the quantification and reporting of greenhouse gas emissions inventories.

Further granularity can be achieved by also reporting GHG emissions sources by the following subsectors when possible:¹⁶

- Buildings and other facilities
- Streetlights and traffic signals
- Water delivery facilities
- Vehicle fleet
- Transit fleet
- Wastewater facilities
- Employee commute
- Water consumption
- Solid waste generation

The City's 2021 Municipal Inventory includes an assessment of the City's operational GHG emissions according to the above subsectors, as possible, and categorized to reflect the City's municipal Scope 1-3 emissions.¹⁷

Emissions Boundary

The 2021 Municipal Inventory includes all emissions occurring within the City's direct jurisdictional authority (i.e., sources of emissions resulting from facilities that the City owns and/or operates).

4.2 2021 Municipal GHG Emissions Inventory

4.2.1 Buildings and Other Facilities

Buildings and facilities generate Scope 1 and Scope 2 emissions that relate to the stationary combustion of natural gas (i.e., Scope 1) and the use of electricity (i.e., Scope 2) in the City's facilities.

Natural gas, which is used for heating and cooling buildings and facilities is provided to the City by SoCalGas. However, similar to the community natural gas used, not all the natural gas used is combusted. It's estimated that 2.3 percent of natural gas is leaked through the distribution pipelines,¹⁸ while about 0.5 percent of the natural gas delivered is leaked at end-uses and not combusted.¹⁹ The activity data provided by SoCalGas is adjusted to remove end-use leakage and an emission factor from the EPA Emission Factors for Greenhouse Gas Inventories report is applied to calculate GHG emissions from natural gas combustion.²⁰ Emissions from distribution and end-use

¹⁶ The LGO Protocol recommends additional subsector reporting; however, the following have been excluded due to inapplicability to the City of San Fernando's operations: port facilities, airport facilities, solid waste facilities, and employee business travel.

¹⁷ The 2021 Municipal Inventory does not include a subsector for streetlight and traffic signals as data was provided aggregated and could not be parsed out.

¹⁸ Alvarez, Ramón et al. (2018). Assessment of methane emissions from the U.S. oil and gas supply chain. Science. 361. <https://www.science.org/doi/abs/10.1126/science.aar7204>

¹⁹ Environmental Defense Fund USER GUIDE FOR NATURAL GAS LEAKAGE RATE MODELING TOOL. Available at: <https://www.edf.org/sites/default/files/US-Natural-Gas-Leakage-Model-User-Guide.pdf>

²⁰ Environmental Protection Agency (EPA). 2022. GHG Emission Factors Hub. Available at: <https://www.epa.gov/climateleadership/ghg-emission-factors-hub>

City of San Fernando
City of San Fernando CARP

methane leaks are calculated separately using the adjusted activity data and a calculated natural gas methane leak emission factor. The GHG emission calculation details associated with the buildings and other facilities sector's natural gas usage and leakage are provided in Table 30.²¹

Table 30 Municipal Buildings and Facilities Sector Natural Gas GHG Emissions Calculations

GHG Emissions Source	Activity Data [therms]	Adjusted Activity Data [therms]	Emissions Factor [MT CO ₂ e/therm]	Emissions [MT CO ₂ e]	Scope
Natural Gas Consumption	3,272	3,256	0.005311	17	Scope 1
Natural Gas Methane Leaks ¹		92	0.053067	5	Scope 1
Total				22	Scope 1

Notes: MT CO₂e = Metric tons of carbon dioxide equivalent

1. Emission factor is calculated using the following equation:

$$2.85 \frac{\text{cubic meters}}{\text{therm}} * 95\% \text{ methane content} * 0.7 \frac{\text{kg}}{\text{cubic meter}} * 28 \frac{\text{CO}_2\text{e}}{\text{CH}_4} * 0.001 \frac{\text{MT}}{\text{kg}}$$

Electricity associated with streetlights, traffic signals, water delivery, irrigation, wastewater infrastructure, vehicle fleet EV charging, and powering buildings and facilities is provided to the City by SCE and is considered Scope 2 emissions. Electricity activity data provided by the City was applied to SCE's 2021 power label emissions factor as reported to the CEC to quantify GHG emissions.²² Additionally, T&D electricity losses are included in the City's 2021 Municipal Inventory to align with sector inclusions of the City's 2021 GHG Community Inventory. The GHG emission calculation details associated with the City's municipal electricity usage are provided in Table 31.

Table 31 Municipal Electricity GHG Emission Calculations

GHG Emissions Source	Utility Provider	Activity Data [kWh]	Emissions Factor [MT CO ₂ e/kWh]	Emissions [MT CO ₂ e]	Scope
Electricity Consumption	SCE	2,172,389	0.000263	572	Scope 2
Electricity Consumption T&D ¹	SCE	95,585	0.000263	25	Scope 2
Total				572	Scope 2

Notes: kWh = kilowatt hour; MT CO₂e = Metric tons of carbon dioxide equivalent

1. Electricity consumption T&D includes the T&D associated with electric vehicle charging at City buildings and facilities.

4.2.2 Water Delivery Facilities

City produced water is considered a Scope 2 emissions source as the facility and distribution infrastructure are owned and operated by the City. The City's electricity consumption utility data report provided aggregated activity data which is assumed to include municipal building water

²¹ In general, equations used in the municipal emissions inventory are the same as the community inventory and are therefore not included the following municipal inventory sections Please refer to the community emissions inventory sections above for the specific relevant equations.

²² California Energy Commission (CEC). 2023. 2021 Power Content Label submitted by Southern California Edison. Available at: <https://www.energy.ca.gov/filebrowser/download/4676>

consumption. Emissions associated with water delivery are assumed to be accounted for in the municipal electricity sector.

The GHG emission calculations details are provided in Table 32.

Table 32 Municipal Water Activity Data

Water Districts	Activity Data [AF]
Local Water Supply	
City of San Fernando	312.55
Notes: AF = acre-feet	

The energy intensities and emissions factors per provider are summarized in Table 33.

Table 33 Municipal Water Energy Intensity, Emissions Factor, and Total Emissions Per Water Provider

Water District	Energy Intensity (kWh/AF)	Emissions Factor [MT CO ₂ e/kWh]	Emissions [MT CO ₂ e/year]
Local Water Supply			
City of San Fernando ¹	2,421.2 ¹	0.000263 ²	199 ³

Notes: kWh = kilowatt hour; AF = acre-feet

1. Energy Intensity information for the City of San Fernando was sourced from the City's 2020 Urban Water Management Plan available at: https://ci.san-fernando.ca.us/wp-content/uploads/2021/06/San-Fernando_2020-UWMP_Public-Draft_2021-06-02.pdf

2. Emissions factors are sourced from the City's electricity provider (SCE) power label information available at: <https://www.energy.ca.gov/filebrowser/download/4676>

3. To limit double counting, emissions are not included in the 2021 Municipal Inventory.

4.2.3 Vehicle Fleet

Vehicle fleet emissions include Scope 1 sources that relate to the mobile combustion of fossil fuels in the City's fleet vehicles. Fleet vehicles include light and medium-duty vehicles and trucks, and off-road vehicles and equipment. The employee commute sector accounts for emissions generated by City employees' trips to and from work and is treated as separate from the use of personal vehicles for work and is discussed in the section below. The City tracks data for the vehicle fleet including diesel, gasoline, compressed natural gas (CNG), and propane fuel use which provided the activity data for this sector. Emission factors for diesel, gasoline, CNG, and propane were obtained from the EPA Emission Factors for Greenhouse Gas Inventories Report.²³ Electricity emissions associated with EV fleet vehicles are assumed to already be captured in municipal electricity usage.

The GHG emission calculation details associated with vehicle fleet sector sources are provided in Table 34.

²³ Environmental Protection Agency (EPA). 2022. GHG Emission Factors Hub. Available at: <https://www.epa.gov/climateleadership/ghg-emission-factors-hub>

City of San Fernando
City of San Fernando CARP

Table 34 Municipal Vehicle Fleet Sector GHG Emission Calculations

GHG Emission Source	Activity Data		Emissions Factor		Emissions [MT CO ₂ e]	Scope
On-road and Off-road vehicles						
Diesel	913	Gallons	0.01024	MT CO ₂ e/gal	9	Scope 1
Gasoline	31,001	Gallons	0.00881	MT CO ₂ e/gal	273	Scope 1
CNG	4,403	therms	0.00531	MT CO ₂ e/therm	23	Scope 1
Propane	15	Gallons	0.00574	MT CO ₂ e/gal	0.1	Scope 1
Total					306	Scope 1
Notes: MT CO ₂ e = Metric tons of carbon dioxide equivalent; gal = gallons; Values may not add due to rounding						

4.2.4 Transit Fleet

Transit fleet emissions include Scope 3 sources that relate to the mobile combustion of fossil fuels from Mission City Transit Dial-A-Ride vehicles and the Los Angeles County Metropolitan Transportation Authority (Metro) buses. Activity data was obtained from the City's CNG station fuel report.²⁴ The quantification process to determine activity data and emissions factors for transit vehicles follows the same procedure used for the City's vehicle fleet. The GHG emission calculation details associated with transit fleet sector sources are provided in Table 35.

Table 35 Municipal Transit Fleet Sector GHG Emission Calculations

GHG Emission Source	Activity Data		Emissions Factor		Emissions [MT CO ₂ e]	Scope
CNG	44,914	therms	0.00531	MT CO ₂ e/therm	239	Scope 3
Total					239	Scope 3

Notes: MT CO₂e = Metric tons of carbon dioxide equivalent; gal = gallons; Values may not add due to rounding

4.2.5 Solid Waste Facilities

Solid waste generated at municipal buildings and facilities produces Scope 3 GHG emissions from process emission and the decomposition of waste at a landfill. The City's solid waste is collected by Republic Services. For consistency in GHG emissions accounting, municipal solid waste GHG emissions were quantified consistent with the methodology applied to the City's 2021 Community GHG Inventory. The GHG emissions calculations for municipal solid waste are summarized in Table 36.

Table 36 Municipal Solid Waste GHG Emission Calculations

Sector	Activity Data [wet short ton]	Emission Factor [MT CO ₂ e/wet short ton]	GHG Emissions [MT CO ₂ e]	Emission Source Scope
Landfill Decomposition	784.72	0.52	2,571	Scope 3
Landfill Process	784.72	0.0110	9	Scope 3
Total			2,580	Scope 3

²⁴ Data provided by City staff for the City's CNG station includes an unknown amount of fuel usage associated with vehicles outside of the transit fleet. Therefore, emissions for this source are likely overestimated in the 2021 Municipal Inventory.

4.2.6 Wastewater Facilities

Wastewater management produces emissions through every stage of the collection and treatment process and falls under Scope 3 emissions as the City's wastewater is treated by the LACSD whose Hyperion WRP facilities exist outside of the City and are not under the City's jurisdictional control. However, the wastewater collection and conveyance infrastructure are managed by the City, therefore, Scope 2 emissions from electricity used by wastewater collection infrastructure within the City are also included. Electricity consumption activity data for wastewater collection infrastructure was reported in the City's annual electricity consumption utility data summary report. Additionally, the inventory for wastewater facilities includes T&D losses associated with the City's wastewater collection infrastructure to maintain consistency with the community inventory and the buildings and emissions sectors.

Except for electricity use, activity data for emissions associated with wastewater treatment at Hyperion WRP are based on the number of full-time City employees as provided by the City. Activity data for wastewater treatment electricity use was determined using the same methodology applied in based on the number of City employees. Default emission factors applicable to the Hyperion WRP were applied to the activity data consistent with methods used in the City's 2021 Community GHG Inventory.²⁵ The total GHG emissions generated by the City produced wastewater treatment can be found in Table 37.

Table 37 Municipal Wastewater GHG Emissions

GHG Emission Source	Activity Data		Emissions Factor ¹		Emissions [MT CO ₂ e]	Scope
Wastewater Treatment						
Stationary Combustion	91	employees	0.0000626	MT CO ₂ e/employee	0.01	Scope 3
Effluent Discharge Fugitive N2O	91	employees	0.0008480	MT CO ₂ e/employee	0.08	Scope 3
Process N2O Emissions	91	employees	0.0097066	MT CO ₂ e/employee	0.88	Scope 3
Electricity Use	3,676	kWh	0.0002421	MT CO ₂ e/kWh	0.89	Scope 3
Electricity Use T&D	162	kWh	0.0002421	MT CO ₂ e/kWh	0.04	Scope 3
Total					1.90	Scope 3
Notes: MT CO ₂ e = Metric tons of carbon dioxide equivalent; kg = kilogram; kWh = kilowatt hour; Values may not add due to rounding						

4.2.7 Employee Commute

Emissions from employee commute include Scope 3 GHG emissions sources from the mobile combustion of fossil fuels generated by the City's employee vehicles due to employees commuting to and from work.²⁶ The annual commute miles travelled per year were estimated based on full-time employee data provided by the City, the average commute miles per one way trip as reported

²⁵ See Community Protocol wastewater sector methods (Section **Error! Reference source not found.**) for all default inputs including emissions factors used to calculate wastewater emissions.

²⁶ GHG emissions associated with business travel was excluded from the 2021 Municipal Inventory as it is currently unavailable. LGOP states that business travel emissions may be excluded based on the City's discretion.

City of San Fernando
City of San Fernando CARP

by a study published by SCAG,²⁷ and a 246 workday per year conversion factor²⁸. The passenger vehicle emissions factor provided by EMFAC2021²⁹ was applied to activity data to determine GHG emissions from employee commute. The GHG emissions associated with the employee commute sector are provided in Table 38.

Table 38 Municipal Employee Commute GHG Emissions

GHG Emission Source	City Employees	Avg One-way Distance [mi/trip]	Workdays per Year	Activity Data [VMT]	Emissions Factor [MT CO ₂ e/mi]	Emissions [MT CO ₂ e]	Emission Source Scope
Employee Commute	91 ¹	9.10	246.00	407,425.20	0.00035	144	Scope 3

Notes: MT CO₂e = Metric tons of carbon dioxide equivalent; mi = miles; Values may not add due to rounding

1. City employees total was averaged (and rounded up) based on the number employees from January, June, and December 2021, as provided by City staff via email.

4.3 2021 Municipal GHG Emissions Inventory Results

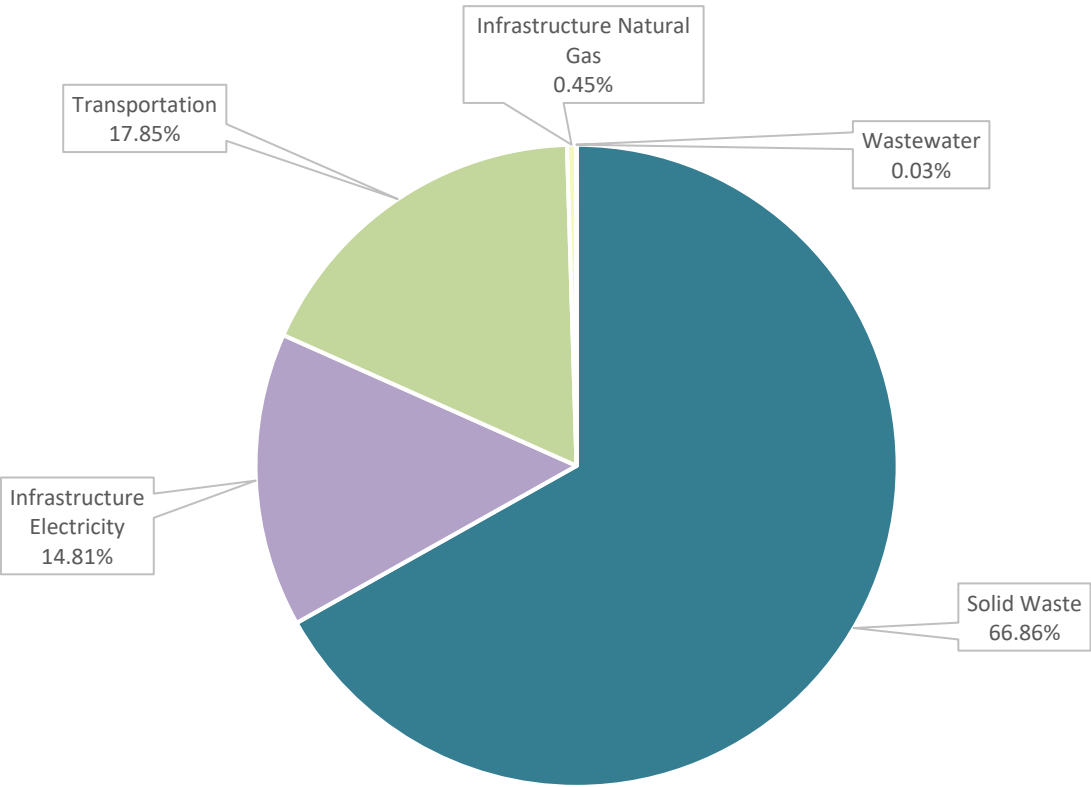
The inventory provides the City with current GHG emissions estimates that follow the Local Government Operations Protocol and current best practices for GHG accounting. The results of the 2021 Municipal Inventory are shown in detail in Table 39. San Fernando's total municipal GHG emissions in 2021 is 3,888 MT CO₂e. Solid waste (67 percent) and transportation (18 percent) accounted for the first and second largest amount of municipal GHG emissions in San Fernando in 2021. Infrastructure electricity accounts for 15 percent of total emissions while infrastructure natural gas and wastewater account for 0.5 percent and 0.03 percent, respectively.

²⁷ Southern California Association of Governments. 2021. Spatiotemporal Analysis of Jobs-Housing Fit in Southern California (ID: P21-20281). Available at: https://scag.ca.gov/sites/main/files/file-attachments/ej_jhfit_scag_2021trb.pdf?1612993870

²⁸ The number of workdays per year is estimated based on a 5-day work week for 52 weeks per year. Assuming a two-week vacation, this equates to 246 days per year.

²⁹ California Air and Resources Board. 2023. Emission FACTor (EMFAC2021 v1.0.1) Model. Available at: <https://arb.ca.gov/emfac/emissions-inventory/5e0cb7d6006cc10661f4b3ffb9c120a486d46ea6>

Figure 2 Municipal Inventory GHG Emissions by Sector



City of San Fernando
City of San Fernando CARP

Table 39 Municipal GHG Emissions Inventory

GHG Emissions Sector	GHG Emissions Subsector	Activity Data		Emission Factor		GHG Emissions (MT CO ₂ e)
Buildings and Other Facilities	Municipal Electricity	2,172,389	kWh	0.000263	MT CO ₂ e/kWh	572
	Municipal Electricity T&D	95,585	kWh	0.000263	MT CO ₂ e/kWh	25
	Municipal Natural Gas	3,256	therms	0.00531	MT CO ₂ e/therm	17
	Municipal Natural Gas Leaks	92	therms	0.0530	MT CO ₂ e/therm	5
Water	Local	-	kWh	-	MT CO ₂ e /kWh	-
Vehicle Fleet	Vehicle Fleet - Diesel	913	Gallons	0.010243	MT CO ₂ e /Gallon	9
	Vehicle Fleet - Gasoline	31,001	Gallons	0.008812	MT CO ₂ e /Gallon	273
	Vehicle Fleet - CNG	4,403	therms	0.005311	MT CO ₂ e /therm	23
	Vehicle Fleet - Propane	15	Gallons	0.005741	MT CO ₂ e /Gallon	0.1
Transit Fleet	Transit Fleet - CNG	44,914	therms	0.005311	MT CO ₂ e /therm	239
Solid Waste	Landfill Methane	785	tons	0.520000	MT CO ₂ e /ton	2,571
	Process Emissions	785	tons	0.011000	MT CO ₂ e /ton	9
Wastewater	Stationary Combustion	91	persons	0.000063	MT CO ₂ e /person	0.01
	Process N ₂ O Emissions	91	persons	0.000848	MT CO ₂ e /person	0.08
	Effluent Discharge Fugitive N ₂ O	91	persons	0.009707	MT CO ₂ e /person	0.88
	Electricity Use	3,676	kWh	0.000242	MT CO ₂ e /kWh	0.89
	Electricity Use T&D	162	kWh	0.000242	MT CO ₂ e /kWh	0.04
Employee Commute	Municipal Employee Commute	407,425	VMT	0.000354	MT CO ₂ e/mile	144
Total						3,888

Notes: VMT = vehicle miles traveled; kWh = kilowatt hour; MT CO₂e = Metric tons of carbon dioxide equivalent; gal = gallons



City of San Fernando

Climate Change Vulnerability Assessment

January 2024

Prepared by
Rincon Consultants, Inc.

rincon

Table of Contents

[illegible]

This page intentionally left blank.

1 Introduction

1.1 Land Acknowledgement

The City of San Fernando acknowledges that it is located on the ethnohistoric territory of the ancestral land of the Tongva people and the present community of Fernandeño Tataviam Band of Mission Indians (FTBMI). This land was and continues to be of great importance to the FTBMI and other tribal members. As members of the San Fernando community, it is vitally important that we not only recognize the history of the land on which we live, work, and learn, but also, we recognize that the FTBMI people are alive and flourishing members of the San Fernando and broader Los Angeles metropolitan area communities today.

1.2 Purpose

Climate change is a global phenomenon that can impact local health, the stability of natural resources, the integrity of parks, the resilience of infrastructure, and the effectiveness of emergency response. The intricate web of interconnected impacts underscores the imperative for comprehensive and adaptive strategies to mitigate and adapt to the multifaceted challenges posed by this overarching environmental shift. This report evaluates how climate change may impact vulnerable community members; natural and recreational resources; buildings and facilities; and services and infrastructure in San Fernando. The guiding methodology used in this assessment is based on the California Adaptation Planning Guide, which is discussed in the *Vulnerability Assessment Methodology* section.

Understanding the City's vulnerabilities to climate change provides a foundation for developing climate adaptation measures and actions for the City's Climate Action and Resilience Plan (CARP). The CARP will also include measures and actions that will help to reduce greenhouse gas (GHG) emissions. The difference between climate mitigation and adaptation measures and actions are illustrated in Figure 1.

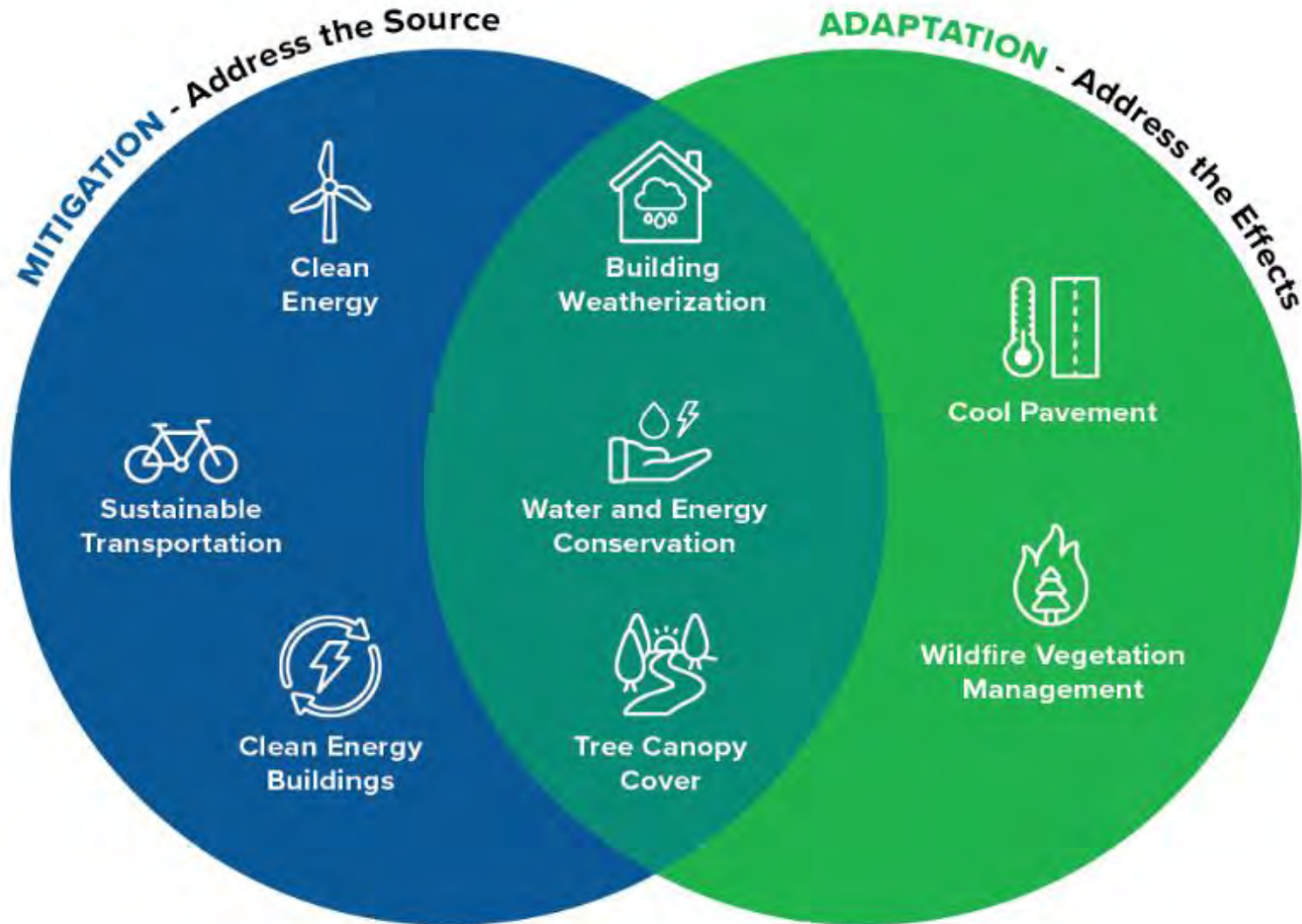
Causes of Climate Change

Climate change is caused by the addition of excess greenhouse gases (GHGs) to the atmosphere, which traps heat near the earth's surface raising global average temperatures in what is referred to as the greenhouse effect. This increase in average temperatures across the globe affects sea level rise, precipitation patterns, the severity of wildfires, the prevalence of extreme heat events, water supply, and ocean temperatures and chemistry (NASA 2022). According to the Intergovernmental Panel on Climate Change (IPCC), GHGs are now higher than they have been in the past 400,000 years, raising carbon dioxide levels from 280 parts per million to 410 parts per million in the last 150 years (IPCC 2021). The dramatic increase in GHGs is attributed to human activities beginning with the industrial revolution in the 1800s, which represented a shift from an agrarian and handicraft-based economy to one dominated by industry and machine manufacturing (NASA 2022).

1.3 San Fernando Snapshot

San Fernando is located in northeast Los Angeles County, about 20 miles northeast of downtown Los Angeles. The City is surrounded on all sides by the City of Los Angeles, including the Los Angeles neighborhoods of Pacoima, Sylmar, Lake Vire Terrace, and Missions Hills. The City has a population of 23,946 residents and spans 2.37 square miles. Interstate 5 (I-5) borders the City on the west, Interstate 210 (I-210) borders the City on the east, and California State Route 118 (CA 118) borders the City to the south.

Figure 1 Climate Change Mitigation and Adaptation



1.4 Glossary

Several words and phrases are used throughout this assessment to illustrate climate vulnerabilities within San Fernando.

- **Adaptation.** The process of adjustment to actual or expected climate and its effects, either to minimize harm or exploit beneficial opportunities. In natural systems, human intervention may facilitate adjustment to expected climate (IPCC 2012).
- **Adaptive Capacity.** The City of San Fernando's ability to cope with and adjust to the impacts of climate change (Cal OES 2020).
- **Asset.** Refers to a resource, structure, facility, or service that is relied on by a community.
- **Cascading Impact.** Climate hazard caused impacts that compromise infrastructure or disrupt critical services (e.g., power supply or water conveyance) broadening the scope of impact past a singular subject to reliant subsystems and populations (Collins et al. 2019).
- **Climate Hazard.** A dangerous or potentially dangerous condition created by the effects of the local climate (Cal OES 2020). Climate hazards of concern for San Fernando are extreme heat and warm nights, drought, stormwater flooding, and poor air quality.
- **Climate Indicator.** A measure of a particular aspect of the Earth's climate that can be tracked over time to show trends and changes. Climate indicators relevant to the City of San Fernando and discussed in this report are temperature and precipitation.
- **Compounding Risk.** When two or more extreme events or average events occur simultaneously and increase the scope of impact or severity of the event; an additional risk brought about by increased frequency of events from climate change (Seneviratne et al. 2012).
- **Impact.** Effects on natural and human systems including those on lives, livelihoods, health, ecosystems, economies, societies, cultures, services, and infrastructure due to the interaction of climate hazards and the vulnerabilities of the system or asset effected (IPCC 2012).
- **Mitigation.** An act or sustained action(s) to reduce, eliminate, or avoid negative impacts or effects (Cal OES 2020).
- **Resilience.** The capacity of an entity (an individual, a community, an organization, or a natural system) to prepare for disruptions, to recover from shocks and stresses, and to adapt and grow from a disruptive experience (Cal OES 2020).
- **Sensitivities.** The degree to which a species, natural system, community, asset, or other associated system would be affected by changing climate conditions (Cal OES 2020).
- **Vulnerable Populations.** Certain populations experience increased exposure, risk, or vulnerability to climate change impacts and often have less capacity and fewer resources to cope with, adapt to, or recover from climate impacts (Cal OES 2020). Assessing and mitigating impacts to these populations is prioritized given the increased risks and sensitivities.
- **Vulnerability.** The propensity or predisposition to be adversely affected (IPCC 2012).

1.5 Engagement

Incorporating input from experts in the field and interested parties into the development of this Climate Change Vulnerability Assessment provides critical context for how recent climate-driven events in San Fernando have impacted critical infrastructure, services, and community members. It also serves to identify existing government-run programs within the City and remaining gaps that can be filled through strategies included in the CARP.

A survey was developed and distributed to City departments, community-based organizations, utilities, and local agencies in October 2023. The survey elicited critical information on the scale of impacts, vulnerabilities, and existing adaptive capacity of the City. This information is incorporated throughout the Vulnerability Analysis section. The following entities were contacted to provide input on the survey:

- San Fernando Building and Safety Division
- San Fernando Water Division
- Southern California Edison
- Southern California Gas Company
- San Fernando Economic Development Team
- San Fernando Planning Division
- San Fernando Recreation and Community Services
- San Fernando Policy Department
- San Fernando Public Works Department
- City of Los Angeles Fire Department
- Mission City Transit
- LA County Metropolitan Transportation Authority
- San Fernando Valley Rescue Missions

- Los Angeles Homeless Services Authority (LAHSA)
- Pacoima Beautiful
- West Coast Arborists
- Tree People
- Downtown San Fernando Mall Association Group
- Fernandeno Tataviam Band of Mission Indians
- San Fernando Housing Element Tech Advisory
- San Fernando City Chamber of Commerce
- San Fernando Community Health Center
- Neighborhood Legal Services Los Angeles
- North Valley Caring Services

Future engagement efforts will further inform climate adaptation policies and programs in the City's CARP and will continue to provide ongoing guidance on strategies that address key community needs.

1.6 Vulnerability Assessment Methodology

California Adaptation Planning Guide Phases

The following section details state guidance, methods, and sources used in the preparation of this report.

The San Fernando Climate Change Vulnerability Assessment follows the vulnerability assessment process recommended by the California Governor's Office of Emergency Services (Cal OES), as documented in the 2020 California Adaptation Planning Guide (Cal APG). The adaptation planning process outlined by the Cal APG consists of four phases, summarized in detail below and illustrated in Figure 1.

1. Phase 1 consists of scoping a project to define, explore, and initiate the planning process, which the City completed as part of the CARP initiation.
2. Phase 2 consists of the vulnerability assessment process which encompasses this report and is outlined in more detail in Figure 3.
3. Phase 3 consists of developing adaptation strategies to address climate vulnerabilities which will be completed as part of the CARP.
4. Phase 4 consists of the implementation, monitoring, evaluation, and adjustment of the adaptation strategies which will be an effort implemented by the City after the CARP is adopted.

Figure 2 California Adaptation Planning Guide Phases

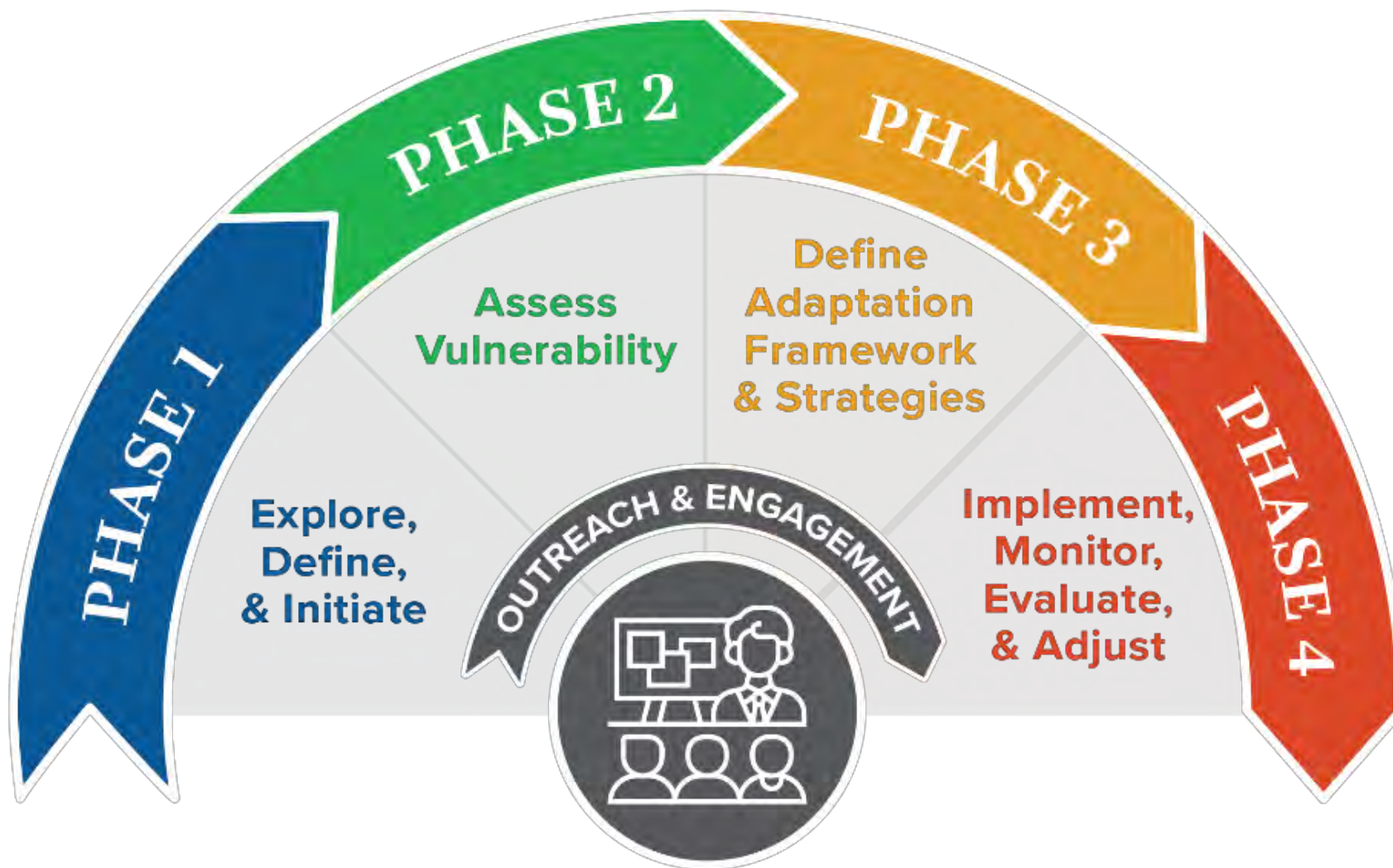
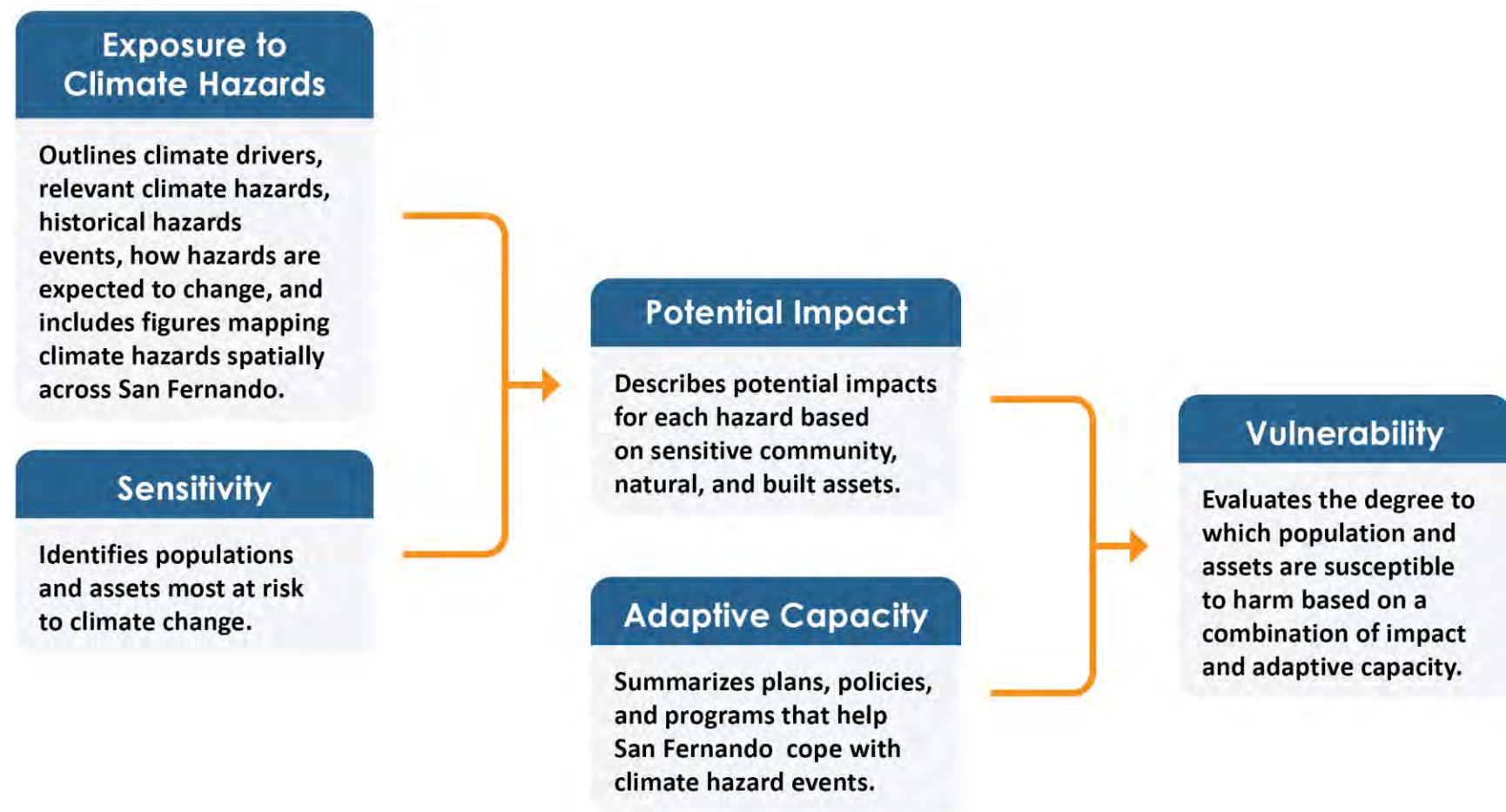


Figure 3 Vulnerability Assessment Flow Diagram



Vulnerability Scoring Methodology

Vulnerability scoring is a valuable step in the climate vulnerability assessment process because it identifies which assets and populations face the greatest threat from climate hazards. This can aid in the prioritization of adaptation actions. The vulnerability score is a combination of the impact and adaptive capacity scores. The impact and adaptive capacity scores are developed using a

qualitative methodology outlined in the Cal APG, as shown in Table 1. Impact and adaptive capacity scores are assigned for each climate hazard for all assets and sensitive populations. The vulnerability score is prepared by combining the two scores as demonstrated in Table 2. The range of potential impacts spans 1 through 5 with 4-5 representing the highest levels of potential impact.

Table 1 Impact and Adaptive Capacity Scoring Rubric

Score	Impact	Adaptive Capacity
Low	Impact is unlikely based on projected exposure; would result in minor consequences to public health, safety, and/or other metrics of concern.	The population or asset lacks capacity to manage changes; major changes would be required.
Medium	Impact is somewhat likely based on projected exposure; would result in some consequences to public health, safety, and/or other metrics of concern.	The population or asset has some capacity to manage climate impact; some changes would be required.
High	Impact is highly likely based on projected exposure; consequences to public health, safety, and/or other metrics of concern.	The population or asset has high capacity to manage climate impact; minimal to no changes are required.

Source: Cal OES 2020

Table 2 Vulnerability Score Matrix

Potential Impacts	Adaptive Capacity			
		High	Medium	Low
	High	3	4	5
	Medium	2	3	4
	Low	1	2	3

Source: Cal OES 2020

City of San Fernando
Climate Change Vulnerability Assessment

Social Vulnerability Methodology

The presence of vulnerable populations in the City of San Fernando were identified based on the U.S. Census 2022 American Community Survey (ACS) data and the Public Health Alliance of Southern California, Healthy Places Index (HPI). This report is consistent with the Southern California Association of Governments (SCAG) Southern California (SoCal) APG and Cal APG methodologies for identifying, grouping, and analyzing vulnerable populations.

The SoCal APG identifies the following populations as generally experiencing higher risk for climate impacts in a given community (SCAG 2020):

- Low income
- Experiencing homelessness
- Incarcerated
- Unemployed or underemployed
- Seniors and young children
- Military veterans
- Non-white communities
- Renters
- Students
- Visitors and seasonal residents
- Outdoor workers
- Single female heads of households
- Undocumented immigrants
- Non-English speakers
- Tribal and indigenous communities
- Individuals with impaired health/disabilities
- Isolated individuals (e.g., no car or transit access)
- Individuals with educational attainment less than 4 years of college
- Individuals who live in areas of high violent crime

San Fernando's vulnerable populations are described in the Vulnerability Analysis section later in this report.

Key Data Sources

The following data sources and tools, many of which are recommended within the Cal APG and SoCal APG, were used in preparation of this report.

- **U.S. Census, 2022 American Community Survey (ACS)** presents demographic data by census tract and was used in the social vulnerability analysis. U.S. Census data was used to identify the percentage of the San Fernando population that corresponds to each vulnerable group.
- **The California Healthy Places Index (HPI)** is an online mapping tool that reports on community conditions that are known to predict health outcomes and life expectancy. The tool was prepared by the Public Health Alliance of Southern California, a collaborative of local health departments in Southern California. HPI displays 25 community characteristics at various legislative boundaries, including census tracts and city and county boundaries. The community characteristics relate to the following identified Policy Action Areas: economic, education, housing, health care access, neighborhood, clean environment, transportation, and social factors. HPI applies a relative percentile score across all census tracts in California using statistical modeling techniques based on the relationship of the Policy Action Areas to life expectancy at birth. Low percentile scores reflect unhealthy conditions. HPI was used to identify vulnerable populations as described above. HPI is useful in providing both big picture and localized insights into community health. The tool was supplemented with additional information from alternative data sources as noted, for indicators that are not included in HPI.
- **Cal-Adapt** is an online tool that presents historic and modeled projections based on 10 different global climate models. The tool was developed and is maintained by the University of

California, Berkeley with oversight from the California Energy Commission (CEC). This tool is used to present projection data related to minimum and maximum temperature, precipitation, extreme heat, warm nights, and drought. This tool uses data from California's Fourth Climate Change Assessment and is expected to be updated soon with data from the Fifth Climate Assessment as it becomes available.

- **California's Fourth Climate Change Assessment** was developed by the CEC and other State of California coordinating agencies to present up-to-date climate science, projections, and potential impacts associated with climate change. The CEC and coordinating agencies developed nine reports to provide regional-scale climate information to support local planning and action. The Los Angeles Region Summary Report (2018) presents an overview of climate science, regional projections, specific strategies to adapt to climate impacts, and key research gaps needed to spur additional progress on safeguarding the Los Angeles Region from climate change. The Los Angeles Region Summary Report was used to understand regional changes that may affect San Fernando both directly and indirectly.
- **California Heat Assessment Tool (CHAT)** is an online mapping tool funded by the California Natural Resources Agency as part of California's Fourth Climate Change Assessment to help state and local public health officials understand how heat vulnerability will change with increasing temperatures due to climate change. CHAT uses historical and projected daily maximum and minimum temperature, humidity, and emergency room visit data along with population and environmental characteristics to assign census tracts with heat vulnerability scores and to project the frequency and length of Heat Health Events over the course of the century for two climate scenarios (RCP 8.5 and RCP 4.5). A Heat Health Event

(HHE) is any heat event that generates public health impacts, regardless of the absolute temperature.

- **Tree Equity Score** is a mapping tool created by the non-profit organization, American Forests, using tree canopy data from Earth Define. Trees provide numerous environmental and health benefits, including improved air quality, shade, and ambient cooling. Trees are often distributed unequally throughout the neighborhoods in cities. Tree Equity Score is intended to help identify census tracts that could benefit from additional tree planting the most and to estimate the benefits of tree planting to make the case for allocating the resources needed to do so. Tree Equity Scores are based on how much tree canopy and surface temperature align with income, employment, race, age, and health factors. Scores are meant to indicate whether there are enough trees in specific neighborhoods or municipalities for everyone to experience the health, economic, and climate benefits that trees provide.
- **Los Angeles County Climate Change Vulnerability Assessment** is a comprehensive assessment of the social and physical vulnerabilities facing Los Angeles County as a result of climate change. The assessment defines high climate vulnerability as a combination of increased exposure to climate hazards; high susceptibility to negative impacts of exposure; and low adaptive capacity, or ability to manage and recover from exposure. The assessment includes a Climate Hazard Assessment which evaluates potential changes in the frequency and severity of specific climate hazards (extreme heat, wildfire, extreme precipitation and inland flooding, coastal flooding, and drought) resulting from climate change in the coming decades. It also includes a Social Vulnerability Assessment which looks at the level of risk across communities and populations and identifies groups and places that are highly vulnerable to climate hazards. The third major section is the Physical Vulnerability Assessment

City of San Fernando
Climate Change Vulnerability Assessment

which examines how physical infrastructure and facilities across the County face risk of damage from climate hazards and outlines how damage to highly vulnerable facilities could affect people and society. Finally, the Cascading Impacts Assessment explains how infrastructural systems rely on one another and how harm to one type of infrastructure can affect other facilities, related services, and the people who rely on those services.

- **City of San Fernando Multi-Hazard Mitigation Plan** contains a series of proposed action items that, when implemented, can help reduce the risk from hazards through education and outreach programs, the development of partnerships, and the implementation of preventative activities (e.g., land use programs) that restrict and control development in areas subject to damage from natural hazards. The Plan includes earthquake, flood, windstorm, and epidemic/pandemic/vector-borne diseases mitigation action items.

Data Limitations

The limitations of this report and analysis stem from gaps in data availability and completeness of data methods. Census data can miss portions of the population (e.g., individuals experiencing homelessness, undocumented immigrants) and general demographic information may not fully identify the full extent of populations at increased risk from climate change impacts. Extrapolating air quality hazard exposure data in the context of climate change is difficult because it is at a regional scale and regional GHG impacts have not traditionally been measured or monitored in the same way that local air quality has been.

Therefore, the estimates of exposure to these hazards are likely to be underestimated.

The data presented in **Cal-Adapt** tools are projections, or estimates, of future climate. The limitation in these projections is that the long-term behavior of the atmosphere is expressed in averages – for example, average annual temperature, average monthly rainfall, or average water equivalent of mountain snowpack at a given time of year. The averages discussed often downplay the extremes by which daily weather events occur and when presented as an average, only show moderate changes within the climate. What is often lost in averages is that the frequency of extremes, like atmospheric rivers¹, may increase while low-moderate intensity weather events decrease through the end of the century. In instances of modeled precipitation projections, it maintains an average similar to historic levels which does not account for anticipated fluctuations in extremes (CEC 2023).

¹ Atmospheric rivers are relatively long, narrow regions in the atmosphere –like rivers in the sky – that transport most of the water vapor outside of the tropics (NOAA. 2023 What are atmospheric rivers? <https://www.noaa.gov/stories/what-are-atmospheric-rivers>)

2 Exposure to Climate Hazards

. Projected changes to the climate are dependent on location. The Cal-Adapt tool provides climate data from global scale models that have been localized (downscaled) to large 3.7 mile by 3.7-mile grids (CEC 2021). Note that this grid size fully encompasses the City of San Fernando. The data in Cal-Adapt specific to San Fernando is combined with information from the California Fourth Climate Change Assessment Los Angeles regional report and the Los Angeles County Climate Change Vulnerability Assessment to describe projected future changes for specific types of hazards. Projections throughout this section are presented consistent with the Governor's Office of Planning and Research (OPR) using Representative Concentration Pathway (RCP) 8.5 as a conservative approach to assessing and adapting to climate change (CEC 2021). RCP 8.5 is a high greenhouse gas emissions scenario in which global emissions continue to rise through the end of the 21st century.

Additionally, projections are forecasted to mid-century (2035-2064) and end-of-century (2070-2099) as 30-year averages and are compared to a modeled historical baseline (1961-1990) (CEC 2021).

This section presents information on temperature and precipitation, which are characterized as climate indicators. The Hazards section provides information on projected changes to extreme heat, drought, stormwater flooding, and air quality resulting from changes to the climate indicators.

2.1 Climate Indicators

The climate indicators most relevant to San Fernando are temperature and precipitation. The following section summarizes

projected changes to these climate indicators. All projections are pulled from the Cal-Adapt Local Climate Change Snapshot tool (CEC 2021, CEC 2018).

Temperature

Observations over the past century indicate that temperature has increased across the Southern California region. Based on historical temperature records (1896-2015) from the California South Coast NOAA Climate Division, which encompasses the Los Angeles region, significant trends were identified in annual average, maximum, and minimum temperatures.

Warming is expected to increase across the Los Angeles region in the coming decades. Under RCP 8.5, future model-average temperature values are projected to increase by 2.3 degrees Fahrenheit (°F) by the early-21st century, 4.2°F by the mid-21st century, and 5.2°F by the late-21st century compared to the modeled historical annual average maximum temperature of 72.5°F. Furthermore, the intensity and frequency of extreme heat days are also projected to increase over the Los Angeles region. Under RCP 8.5, the average hottest day of the year is expected to increase by 4-7°F.

Average maximum and minimum temperatures are expected to increase in the City. Compared to the 1961-1990 baseline, average maximum temperatures in San Fernando are expected to rise between 5.3°F (RCP 4.5) and 8.7°F (RCP 8.5) by the end of the century. Average minimum temperatures in San Fernando are expected to rise similarly, between 4.8°F (RCP 4.5) and 8.2°F (RCP 8.5) by the end of the century. Temperature increases affect

City of San Fernando
Climate Change Vulnerability Assessment

various climate related hazards including extreme heat and warm nights, drought, and air quality, further described in the Hazards section.

Precipitation

Precipitation over the Los Angeles region is highly variable from year to year. Typically, about five storms each year generate approximately 50 percent of total precipitation. Model projections are inconsistent, but in general, small changes are expected relative to the region's historic variability in average annual precipitation. However, dry and wet extremes are both expected to increase in the future thus increasing the potential for higher variability in precipitation. By the late-21st century, the wettest day of the year is expected to increase across most of the Los Angeles region, with some locations experiencing 25-30 percent increases under RCP 8.5.

In San Fernando, the modeled historical (1961-1990) annual precipitation is a 30-year average of approximately 17.2 inches. Mid-century projections predict annual precipitation to decrease about 0.6 inches (both RCP4.5 and RCP8.5). By the end of the century, annual precipitation is expected to decrease between 0.3 (RCP4.5) to 0.6 inches (RCP8.5) below the current 30-year average of 17.2 inches. While average annual precipitation is not expected to change significantly, precipitation will likely fall in more intense storms within a shorter wet season. For much of the state, research suggests that wet years will become wetter and dry years will become drier and will extend for longer stretches of time, increasing the risk of extended drought. Notably, Hurricane Hilary, a category four storm, swept across southern California and the Los Angeles region in August 2023. Downtown Los Angeles recorded its wettest single summer day on record (2.48 inches).

2.2 Hazards

This section outlines projected changes for the following climate hazards:



Extreme Heat



Drought



Stormwater Flooding



Air Quality

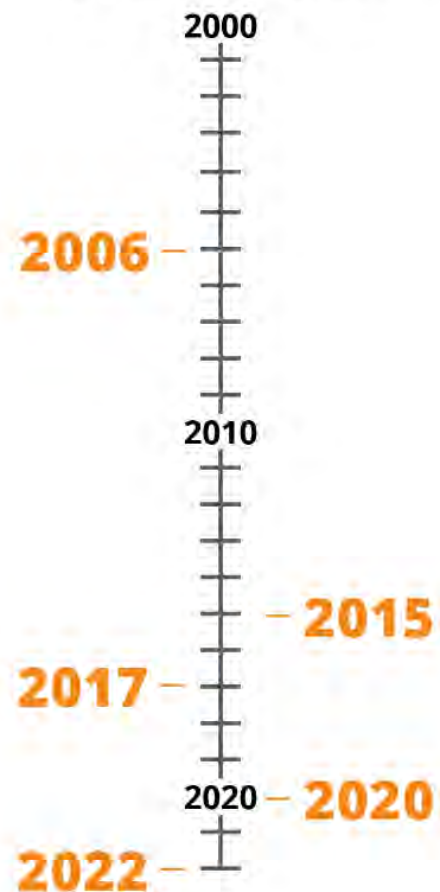


EXTREME HEAT

Past

Extreme heat events across the state have presented historic challenges for all communities, including San Fernando, which has experienced five extreme heat events over the past two decades.

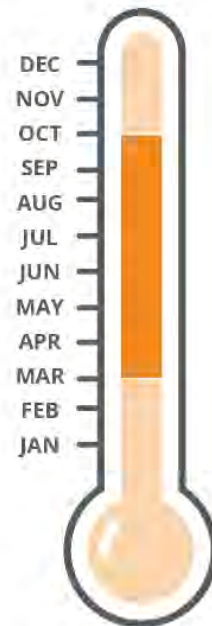
Extreme Heat Events



Present

Extreme heat events are presently defined as days in which the temperature exceeds the 98th percentile (101.7°F). Current extreme heat days occur between the months of April to October, while the 30-year baseline average is 4 days annually.

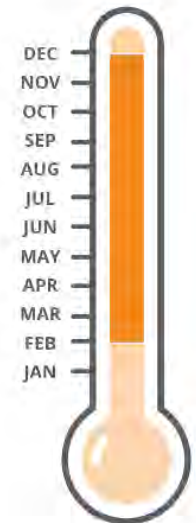
Extreme Heat Months (Baseline Years)



Future

Extreme heat is expected to affect all of San Fernando, with greatest impacts to vulnerable population groups. Days over 101.7°F are projected to increase by 36 days by the end of the century and occur during a wider range of months from February to December. The largest increases in the Los Angeles region for extreme heat events are projected for the San Fernando Valley.

Extreme Heat Months (End-century Years)



Projected Annual Average of Extreme Heat Days



Urban Heat Island

Urban Heat Island (UHI) is a term that refers to developed areas that are hotter than the surrounding landscape primarily due to the presence of building materials and surfaces that absorb and re-radiate heat (like roofs and pavements), as well as a lack of vegetation, particularly trees. The UHI effect causes people in cities to have higher heat exposure than residents in less densely developed areas. Within urban landscapes, neighborhoods with more impermeable and dark colored surfaces, and fewer trees, parks, and water features, have greater heat exposure and heat related risk than urban communities with more green space and reflective surfaces. These differences in development patterns typically correspond with income and demographic disparities across the urban environment. Low-income communities and many communities of color across Los Angeles County are the most impacted by the urban heat island effect (LA CDPH 2021). UHI will likely compound the impacts and risks of extreme heat days and higher average temperatures resulting from climate change. In some locations, the effect could be twice as strong as the impact of global warming (Huang et al. 2019).

Tree Equity Score

The number and distribution of trees in cities in the United States, often reflects differences in race and income across city landscapes. While the amount of paved and impermeable surfaces and lack of water features and green spaces can increase the impact of temperature increases from climate change, adding more green spaces and especially trees, can have the opposite effect. Trees provide several critical services to cities and residents including shade, improved air quality, increased rain interception and reduced stormwater runoff, and in great enough numbers, trees can

cool ambient temperatures and reduce the impact of climate change and extreme heat on public health.

Treeequityscore.org analyzes a range of neighborhood characteristics including the existing tree canopy, population density, income, employment, surface temperature, racial demographics, age distributions, and health metrics to create a single tree equity score between 0 and 100. A score of 100 would indicate that a neighborhood has achieved tree equity.

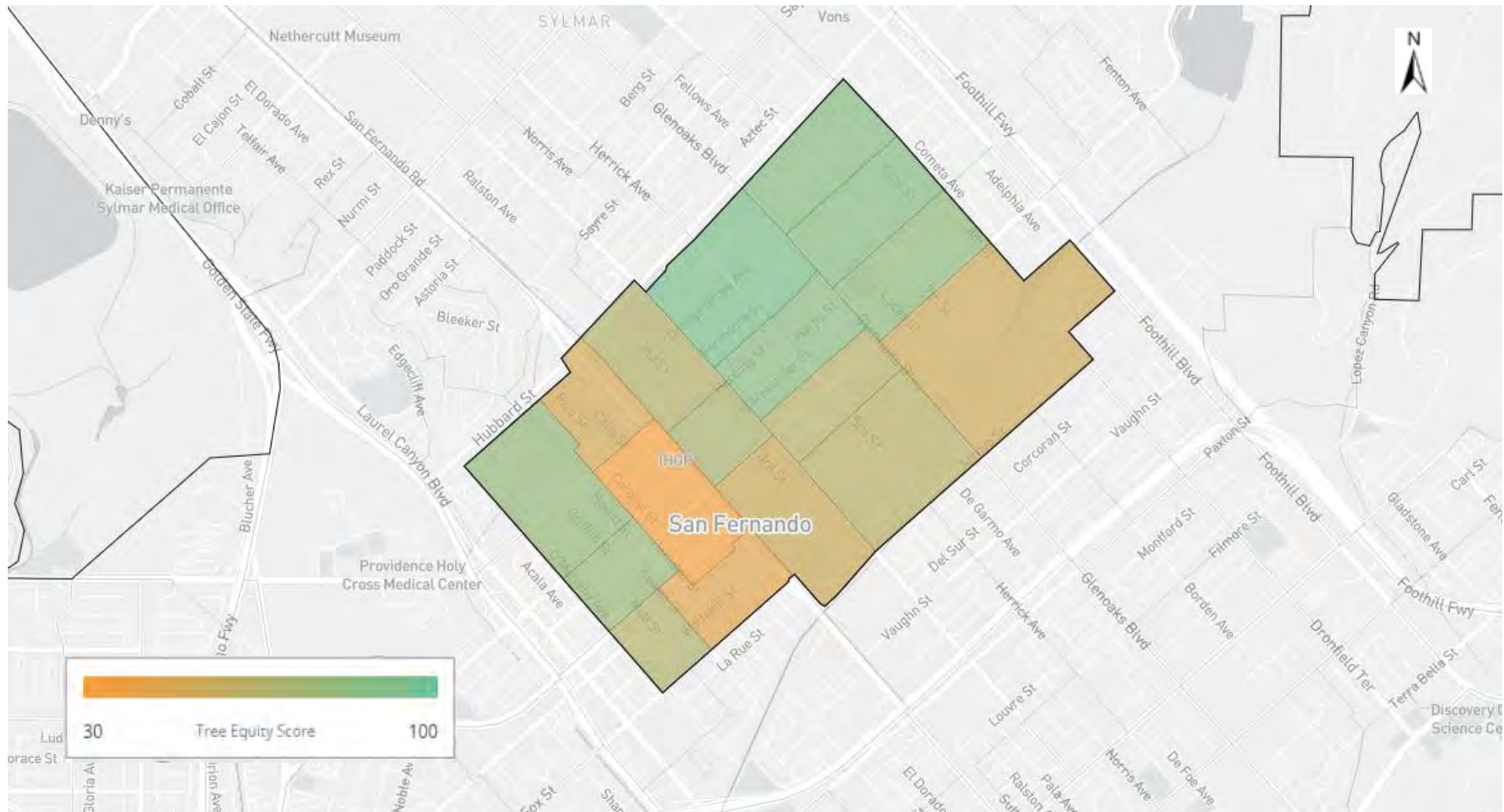
Of the 17 census block groups included in the Tree Equity Score Municipality Report for San Fernando, 10 have a tree equity score below 75. It is estimated that 8,973 trees would need to be planted to get all census blocks to a tree equity score of at least 75. This would increase the total tree canopy of San Fernando by 8.1 percent and result in numerous other annual benefits including those listed below. The estimated annual service benefits from increasing San Fernando's Tree Canopy by 4.6 percent (adding 6,818 trees) include:

- Carbon Sequestered: 176.6 Metric tons
- Runoff Avoided: 6,919 m³
- Ozone Reduced: 4.7 tons
- Particulate Matter Reduced (PM₁₀ and PM_{2.5}): 1.3 tons
- Other pollutants reduced: 1.1 tons

The spatial distribution of Tree Equity by census block groups in San Fernando can be found in Figure 4 (American Forests 2023)

The City is undertaking an effort to increase tree planting through the implementation of the 2023 Urban Forest Management Plan (UFMWP). The City and its partners are pursuing funding to implement projects and strategies outlined in the UFMWP.

Figure 4 Municipality Tree Equity Score Map for San Fernando



Source: Tree Equity Score Municipality Report for San Fernando

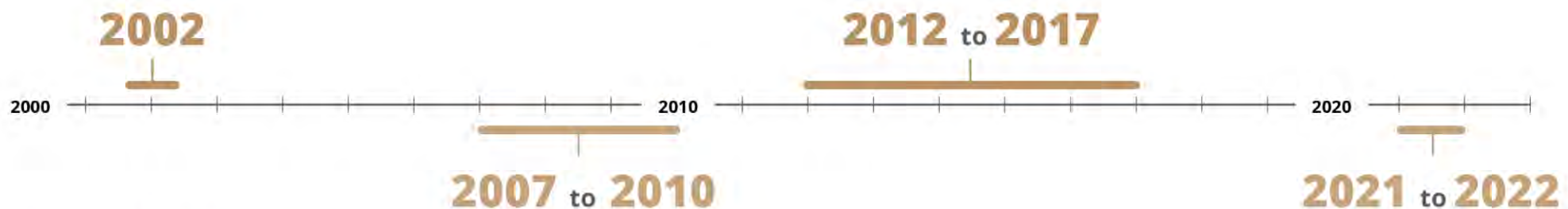


DROUGHT

Past

Over the past two decades, the City of San Fernando has experienced more frequent and longer continuous droughts.

Extreme Drought Events



Present and Future

The City of San Fernando is expected to experience increased drought conditions through the end of the century. There is increased likelihood that low precipitation years will coincide with above-average temperature years. The average annual maximum length of dry spell is projected to increase by 19 days by the end of the century.

Projected Annual Average Dry Spell Duration



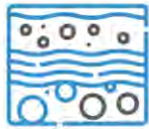


STORMWATER FLOODING

Past

Historically, major flood events in the City of San Fernando are associated with atmospheric rivers. There have been several extreme precipitation events in City of San Fernando with the most severe flood occurring in 1934.

Contributors to Flooding Include:



Local
Geomorphology



Built
Environment



Geography

Present

Current exposure to 100-year and 500-year flood events is low for the City of San Fernando. A significant risk of flooding within the City is associated with failure of the Lopez Dam leading to inundation of the northeast corner of the City in the commercial and industrial strip adjacent to the Pacoima Wash.

City of San Fernando Currently Experiences 3 Atmospheric Rivers per Year

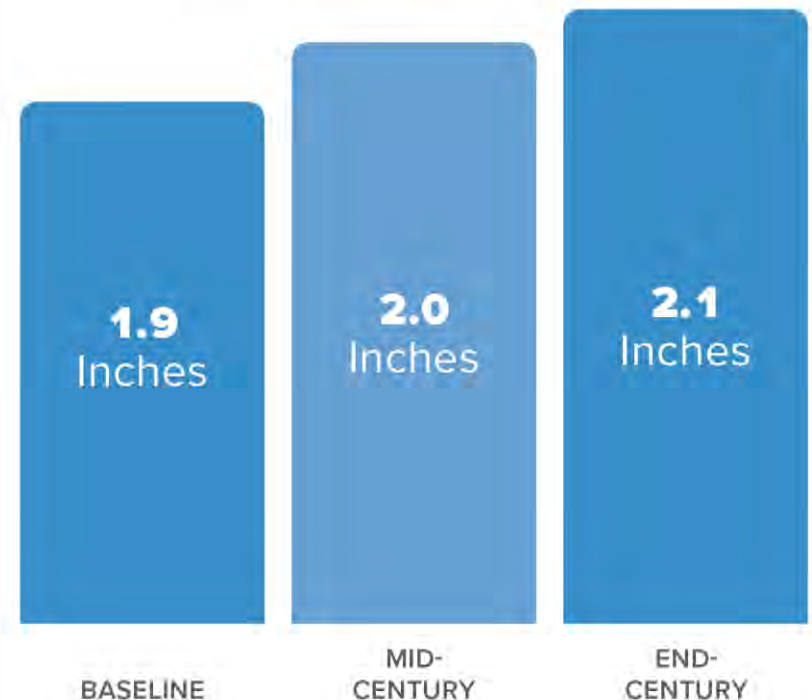


Future

Stormwater systems are designed for a certain rain event based on historical averages. With climate change, the stormwater system could be more frequently overwhelmed when events occur that exceed the storm year design.

The frequency of atmospheric river events may increase in the future with some locations in City of San Fernando and the Los Angeles region experiencing 25-30 percent increases in the wettest annual day.

Maximum One Day Precipitation



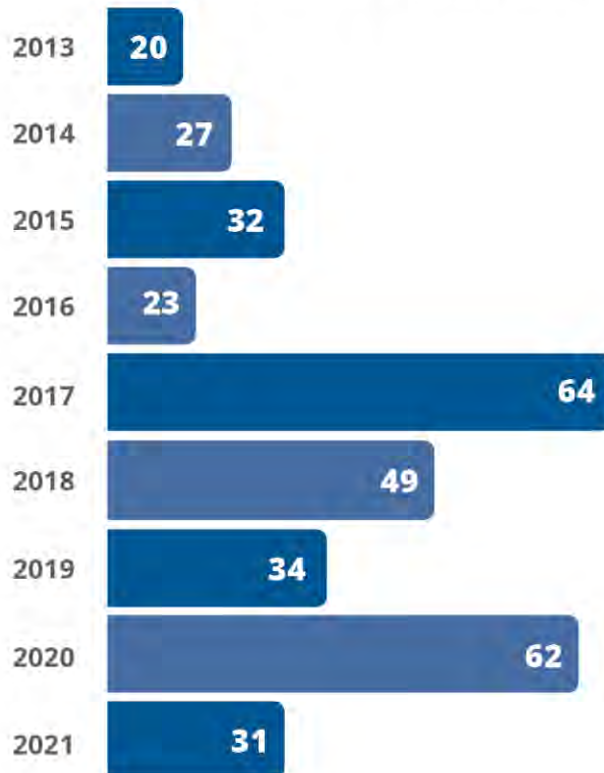


POOR AIR QUALITY

Past

Historic poor air quality events coincide with regional wildfire events, periods of time without wind, extreme heat events, and extended droughts. Data over the last decade indicates an increase in days where ozone levels are above the national standard of 0.070 parts per million (ppm) within the region.

Days Above Standard Ozone Levels



Present

Poor air quality exposure in the City of San Fernando is a common occurrence. San Fernando experiences more poor air quality days compared to other areas across the state and even the region. Common types of air quality issues for City of San Fernando include smog and seasonal wildfire smoke.

Types of Air Quality Hazards



Dust



Smog



Fewer Natural Filtrations

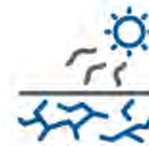


Wildfire Smoke

Future

Climate change may lead to a decline in air quality regionally, as well as throughout the City of San Fernando. Air quality is expected to worsen in and the Los Angeles region due to extended droughts, more frequent wildfires, increased ambient temperatures, and sporadic natural filtrations of wind.

Hazards Affecting Air Quality



Drought



Wildfire



Temperature

3 Vulnerable Populations, Assets, and Services at Risk

Populations and community assets are affected by climate change depending on their sensitivity to climate hazards. This section identifies vulnerable populations and assets within San Fernando. Section 4 describes potential impacts from the climate hazards of concern on vulnerable populations. Assets are grouped in the following manner:



Vulnerable Populations



Natural and Recreational Resources



Buildings and Facilities



Infrastructure and Critical Services

3.1 Vulnerable Populations



While all people in a community will experience climate change, some may be more affected than others. For example, older adults and young children are at higher risk for experiencing a heat related illness during an extreme heat event. Several factors influence sensitivity to climate hazards including an individual's health, age, and ability, experience of structural inequality, inequities in access to health care, economic opportunity, education and other resources, and inequities found in basic needs and exposure to environmental stressors (Cal OES

2020). These higher-risk populations should be prioritized when considering climate impacts, adopting climate resilience policies, and planning adaptation projects.

In addition to facing greater exposure to and risk from climate change impacts, vulnerable populations often have fewer resources to adapt and recover. Returning to the example of extreme heat, the health risks of extreme heat events are often compounded due to the enhanced formation of air pollutants at ground level when temperatures are higher, in addition to the health risks from the high temperatures. Community members experiencing houselessness have greater exposure to both higher temperatures and reduced air quality and are less likely to have the resources to adapt through access to air conditioning, air filtration, and medical attention should health issues occur. The urban heat island effect amplifies increased nighttime temperatures, which limits the ability of people to cool down and recover before the heat of the next day, thereby adding to the risk of illness and fatalities, especially for populations without access to air conditioning and those living in overcrowded housing.

These kinds of intersections between population characteristics and climate hazard exposure are important for understanding where there is increased risk from climate change in the community. Understanding where climate vulnerability is greater can help to prioritize adaptive capacity building and resilience planning efforts.

Following guidance from the SoCal APG, populations that will likely experience disproportionate impacts from climate change were identified for San Fernando in Table 3. The 26 population data indicators are organized into four separate groups for the purposes

City of San Fernando
Climate Change Vulnerability Assessment

of this assessment. Grouping populations allows the City to understand what systems and structures contribute to increased vulnerability to climate change hazards. Through identification of factors that contribute to population vulnerability, adaptation solutions can be developed that specifically address those contributing factors. Population groupings are as follows:

1. Individuals with High Outdoor Exposure
2. Under-resourced Individuals
3. Individuals Facing Societal Barriers
4. Individuals with Chronic Health Conditions or Health-Related Sensitivities

Table 3 Vulnerable Populations in San Fernando

Population Type	Population Description	City Percentage of Total Population/Household Type
Individuals with High Outdoor Exposure		
Outdoor Workers	Individuals who are employed, 16 and older, and work outdoors	13.7%
People experiencing houselessness ¹	Individuals who currently lack fixed, regular, and adequate housing	0.1%
Visitors ²	Individuals who are not residents and are visiting the study area for a limited time	Not Available
Individuals Facing Societal Barriers		
Black, Indigenous, and People of Color (BIPOC)	Individuals who do not identify as white	95.8%
Native Americans	Individuals who identify as American Native and Alaskan Native	1.3%
Limited or non-English speakers	Households with individuals who are limited or non-English-speaking	28.1%
Immigrants	Individuals residing in the United States with legal documentation	37.6%
People who are undocumented ³	Individuals residing in the United States without legal documentation	Not Available
Individuals with Chronic Health Conditions or Health Related Sensitivities		
Older Adults	Individuals 65 years or older	11.8%
Young children	Individuals 5 years and younger	5.7%
People who are differently abled	Individuals with access and functional needs (physical and mental)	12.2%
Individuals with asthma	Individuals diagnosed with asthma	8.48%
Individuals with coronary heart disease	Individuals diagnosed with coronary heart disease	4.8%
Military Veterans	Individuals who have served but are not currently serving in the US Armed Forces	2.2%
Under-Resourced Individuals		
People experiencing poverty	Household incomes less than 80% the State median household income	39.1%
Unemployed individuals	Percentage of population aged 18-64 who are unemployed	3.5%
Individuals with no health insurance	Individuals aged 18 to 64 years old currently uninsured	10.6%
Households without a computer	Households without access to a computer	11.4%
Households without broadband internet	Households without access to broadband internet	16%
Renters	Housing units that are renter occupied	40.2%

City of San Fernando
Climate Change Vulnerability Assessment

Population Type	Population Description	City Percentage of Total Population/Household Type
Individuals without vehicle access	Individuals without access to a vehicle	5.9%
Single female heads of household with kids	Households with kids supported by a single female	2.6%
Individuals with education attainment less than 4 years of high school	Percentage of people over age 18 without a high school education or higher	36.2%
People in overcrowded households	Household with more than one person per room	14.9%
Households experiencing housing burden	Household with housing costs exceeding 30 percent of household income	70.9%
Residents without air conditioning	Households without air conditioning	Not Available

¹ People experiencing houselessness percentage is calculated using data from the City of San Fernando Homelessness Action Plan (2022).

² Data for visitors was not available at the Census tract or City level for San Fernando.

³ Data for people who are undocumented was not available at the Census tract or City level for San Fernando.

Source: The percentages used in this table were acquired from the U.S. Census, 2022 ACS and Healthy Places Index.



3.2 Natural and Recreational Resources

Natural and recreational resources within San Fernando as detailed in the Draft Urban Forest Management Plan, Urban Water Management Plan, and Park & Recreation Master Plan, include groundwater resources, mini parks (Cesar E. Chavez Memorial Park, Kalisher Park, and Layne Park), a neighborhood park (Rudy Ortega Sr. Park), community parks (Las Palmas Park, Pioneer Park, and Recreation Park), natural areas (Pacoima Wash Natural Park), City bikeways, and street trees making up the urban forest. These various resources provide sources of community resilience and recreation to the City. The City currently provides 0.75 acres of parkland space for every 1,000 residents, which is significantly less than the statewide standard of five acres per 1,000 residents. These resources are spread throughout the City and face various levels of exposure to climate hazards.



3.3 Buildings and Facilities

Climate change is expected to amplify extreme weather and climate hazards in San Fernando. A jurisdiction's vulnerability increases when buildings and facilities are not designed, operated, and/or maintained to function effectively under extreme weather conditions or can be damaged by extreme weather conditions. Due to the roles they play in supporting general community functioning and hazard response, the following buildings and facilities would be particularly important to assess for climate change impacts: municipal buildings, educational facilities, hospitals, residential and commercial development, roadways and transportation facilities, active transportation routes, fire stations, and police stations. Some key buildings and facilities in San Fernando include:

- City Hall
- LA County Fire Department Fire Station #74
- San Fernando Police Department
- Educational Facilities
- Hospitals and Medical Centers
- Community Centers/Resources
- Transit Stops

3.4 Infrastructure and Critical Services



Within San Fernando, there is a variety of infrastructure and critical services that are vulnerable to climate change. Assets within this category include water services, wastewater, storm drainage and flood protection, solid and hazardous waste and recycling, fire services, emergency services, medical services, utilities and major utility corridors, public transportation, roadways, and active transportation routes. This asset group is sensitive to climate change as the impacts of hazards can affect the ability to provide services and resources; and the infrastructure in place may not be adequately prepared to sustain increasing and compounding hazards. The following public services may be sensitive to the impacts of climate change.

- The City provides all San Fernando residents with potable water sourced from local groundwater wells.
- Critical Water Infrastructure includes:
 - Wells
 - Treatment Facilities
 - Pump Stations
 - Distribution Pipeline

City of San Fernando
Climate Change Vulnerability Assessment

- The San Fernando Public Works Department maintains the City's sewer system.
- The City's wastewater is conveyed to the Hyperion Water Reclamation Plant. The wastewater plant is maintained and operated by the Los Angeles County Sanitation District.
- Stormwater drains in San Fernando are owned and maintained by the Los Angeles County Flood Control District. There are storm drains along the major arterials in the City.
- Southern California Gas Company provides natural gas services to the City.
- Southern California Edison Company provides electricity services to the City.
- The San Fernando Police Department provides police services to the City.
- San Fernando contracts with the Los Angeles County Fire Department for fire services.
- Waste collection is provided by Republic Services.
- San Fernando receives transit services from Mission City Transit Dial-A-Ride vehicles and the Los Angeles County Metropolitan Transportation Authority (Metro) buses.

4 Adaptive Capacity

Adaptive capacity is the ability to adjust to the consequences of climate change. This section summarizes the ways in which the City currently manages the negative impacts of climate change. Types of adaptive capacity include adjustments in behavior, resources, and technologies. The City of San Fernando has actively taken steps to increase the City's adaptive capacity. Existing policies, plans, programs, and institutions that increase the City's resilience to climate change impacts are organized by climate hazard and listed in Table 4.

Table 4 Program, Plans, and Policies to Manage Impacts of Climate Hazards

Existing and Planned Programs, Plans, and Policies	Objectives	Climate Hazard Mitigated
City of San Fernando General Plan	San Fernando's General Plan is a blueprint for meeting the communities long-term vision for the future. The General Plan includes several elements (or sections) including the Safety Element which addresses natural and manufactured hazards that may result in personal injury, loss of life, property damage, or environmental damage. Climate hazards addressed include stormwater flooding, extreme heat, drought, wildfire, and air quality. The Safety Element also includes a description of community vulnerabilities relative to climate hazards of concern.	Extreme Heat, Stormwater Flooding, Air Quality
City of San Fernando Multi-Hazard Mitigation Plan	<p>The Plan assesses hazards within the City and identifies mitigation strategies that reduce or eliminate long-term risks to people and property from those hazards. Climate hazards planned for include drought, flood, severe weather (e.g., extreme heat), and wildfire. The Plan included vulnerability analysis and adaptive capacity considerations for sensitive populations including those that are low-income, immigrants, non-English speaking, racially and ethnically diverse, young, old, or those that have access and functional needs.</p> <p>The Plan contains a series of proposed actions that align with the General Plan, Capital Improvement Plans, and City Building & Safety Codes. Some of these proposed action items include enhancing debris management and building safety measures for stormwater flooding. The plan also mentions the improvement of City water systems, enhancing utility and communications systems for emergency services, and conducting outreach to educate the community about natural hazards.</p>	Extreme Heat, Stormwater Flooding, Drought, Air Quality
Alert San Fernando	San Fernando's Alert Center provides residents who subscribe with text and voice message alerts for emergency updates.	Extreme Heat, Stormwater Flooding, Air Quality

City of San Fernando
Climate Change Vulnerability Assessment

Existing and Planned Programs, Plans, and Policies	Objectives	Climate Hazard Mitigated
Southern California Edison (SCE) Medical Baseline Program	SCE provides assistance to individuals with medical needs for electricity to develop emergency back-up contingency plans in the event of a power outage.	Extreme Heat, Stormwater Flooding
SCE Critical Care Backup Battery Program	SCE offers customers enrolled in the Medical Baseline Program a free portable backup battery to power a medical device in the event of a power outage as well as a solar panel kit, at no cost.	Extreme Heat, Stormwater Flooding
SCE Automated System	SCE regularly communicates with customers in the County during power outages and notifies customers when power will be restored. SCE provides customer service contact numbers for non-English speakers.	Extreme Heat, Stormwater Flooding
SCE Climate Change Vulnerability Assessment (CAVA)	SCE's Climate Adaptation Vulnerability Assessment provides a comprehensive assessment of its infrastructure operations and services and potential impacts in the face of forecasted climate change hazards over time. The Assessment describes SCE's climate adaptation strategies for addressing this risk and keeping communities, including those in San Fernando, safe.	Extreme Heat, Stormwater Flooding
San Fernando Safe and Active Streets Implementation Plan	The Safe and Active Streets Implementation Plan identifies priority projects to make streets in San Fernando safer and more inviting to active transportation options. The Plan outlines existing conditions in the City, community concerns and priorities, and potential projects and strategies. Notably, the Plan includes recommendations from residents to continue planting shade trees to mitigate extreme heat conditions.	Extreme Heat, Stormwater Flooding, Poor Air Quality
City of San Fernando Cooling Centers	San Fernando hosts cooling centers for community members to seek shelter during extreme heat events. Specific locations for cooling centers change year to year but have previously been hosted at Recreation Park and Las Palmas Park in San Fernando.	Extreme Heat
Los Angeles Fire Department Community Emergency Response Team (CERT)	The CERT program is offered by the Los Angeles Fire Department to residents of San Fernando and other Los Angeles area communities to engage in community emergency response and preparedness trainings. Members of the CERT learn about making a disaster plan and important life-safety support techniques.	Stormwater Flooding
City of San Fernando Urban Water Management Plan	The Plan evaluates efficient water uses, reclamation, and conservation activities and analyzes the City's water system, water demands, and projects for future water supply capacity. The Plan details water supply sources, historical, and projected water use, and potential future water supplies during normal, single-dry, and multiple-dry years. The Plan describes climate change impacts on water supplies, specifically relating to groundwater levels and snowmelt. Proposed demand management strategies center around metering, water conservation-related public education and outreach programs, asset management, and wholesale supplier assistance programs	Drought

Existing and Planned Programs, Plans, and Policies	Objectives	Climate Hazard Mitigated
City of San Fernando Draft Urban Forest Management Plan	The Draft Urban Forest Management Plan was developed to maintain and expand San Fernando's urban forest. The plan outlines the key benefits of an urban forest, mental health, outdoor activities, stormwater management, shading and cooling, climate resilience, social cohesion, privacy and noise reduction, food forest, and biodiversity. It reflects community perspectives through the results of a survey that was conducted at workshops. The Plan includes targets and strategies to enhance and grow the urban forest in the City.	Stormwater Flooding, Extreme Heat, Drought, Air Quality

5 Vulnerability Analysis

The following section outlines the impacts each climate hazard has on community assets and services discussed in the preceding section titled Vulnerable Populations, Assets, and Services at Risk. Existing plans, policies, and programs contribute to the adaptive capacity of each community asset and service in San Fernando. An impact score and an adaptive capacity score is identified for each asset by climate hazard, along with an overall vulnerability score consistent with the scoring methodology described in Vulnerability Assessment Methodology.

Vulnerable population groups with the highest risk for impacts are identified in the impact graphics below. However, all the vulnerable populations present in San Fernando face exposure to climate hazards and are susceptible to significant impacts.



EXTREME HEAT & AIR QUALITY IMPACTS

SAN FERNANDO ENVIRONMENTAL CHARACTERISTICS THAT INCREASE VULNERABILITY



SUBSTANDARD AND
OVERCROWDED HOUSING AND
HOUSING ECONOMIC BURDEN



CLOSE PROXIMITY
TO FREEWAYS



LOW TREE
CANOPY SCORE



HIGH OZONE AND
DIESEL PARTICULATE
MATTER BURDEN



LOW PARKLAND
PER RESIDENT
RATIO

VULNERABLE

POPULATIONS



96% Black, Indigenous,
People of Color (BIPOC)

9% Individuals with Asthma

6% Young Children

12% Older Adults

12% People Who Are Differently Abled

14% Outdoor Workers

NATURAL AND RECREATION RESOURCES



STREET TREES AND URBAN CANOPY
NEIGHBORHOOD AND COMMUNITY PARKS
RECREATIONAL CENTERS

CRITICAL FACILITIES, BUILDINGS, SERVICES, AND INFRASTRUCTURE



MEDICAL
FACILITIES



COMMUNITY
CENTERS



EMERGENCY SERVICES,
INCLUDING POLICE
& FIRE STATIONS



UTILITY
INFRASTRUCTURE

POTENTIAL IMPACTS



MORTALITY



HEAT
EXHAUSTION



HEAT
STROKE



DEHYDRATION



VEGETATIVE AND
WILDLIFE STRESS
AND MORTALITY



REDUCED CARBON
STORAGE



INCREASED
WATER NEEDS
AND COSTS



CRACKED
STRUCTURES AND
PAVEMENT



ENERGY
DEMAND STRAIN



BLACKOUTS OR
BROWNOUTS



CARDIOVASCULAR
STRESS



RESPIRATORY
ISSUES



EXACERBATIONS
OF CHRONIC
CONDITIONS



MENTAL
HEALTH
IMPACTS



DISRUPTED
REPRODUCTIVE
CYCLES



REDUCED OUTDOOR
RECREATION
OPPORTUNITIES



NEGATIVE PERFORMANCE
AND LIFESPAN OF
MECHANICAL EQUIPMENT



STRAINED
EMERGENCY
SERVICES



DROUGHT IMPACTS

SAN FERNANDO ENVIRONMENTAL CHARACTERISTICS THAT INCREASE VULNERABILITY



SUBSTANDARD AND
OVERCROWDED HOUSING AND
HOUSING ECONOMIC BURDEN



CLOSE PROXIMITY
TO FREEWAYS



HIGH OZONE AND
DIESEL PARTICULATE
MATTER BURDEN



POTABLE WATER IS
SOURCED 100% FROM
GROUNDWATER

VULNERABLE



- 96% Black, Indigenous, People of Color (BIPOC)
- 12% People Who Are Differently Abled
- 12% Older Adults
- 6% Young Children
- 0.1% People experiencing houseless-
- 9% People experiencing asthma
- 39% People experiencing poverty
- 15% People in overcrowded housing

NATURAL AND RECREATION RESOURCES



STREET TREES AND URBAN CANOPY
NEIGHBORHOOD AND COMMUNITY PARKS
RECREATIONAL CENTERS

CRITICAL FACILITIES, BUILDINGS, SERVICES, AND INFRASTRUCTURE



MEDICAL
FACILITIES



FIREFIGHTING
RESOURCES



EMERGENCY SERVICES



WATER SERVICE
INFRASTRUCTURE

POTENTIAL IMPACTS



WATER UTILITY
RATE BURDEN



VECTOR BORNE DISEASE
(E.G., WEST NILE VIRUS)
FROM STAGNANT WATER



DEHYDRATION
AND MORTALITY



VEGETATIVE AND
WILDLIFE STRESS
AND MORTALITY



REDUCED CARBON
STORAGE



INCREASED WATER
NEEDS AND COSTS



SOIL CRACKING
AND SUBSIDENCE
LEADING TO



WATER
SHORTAGES



INCREASED
DUST AND AIR
PARTICULATES



MENTAL
HEALTH
CONDITIONS



DISRUPTED
REPRODUCTIVE
CYCLES



REDUCED OUTDOOR
RECREATION
OPPORTUNITIES



WATER USE
RESTRICTIONS



STRAINED
EMERGENCY
SERVICES



STORMWATER FLOODING IMPACTS

SAN FERNANDO ENVIRONMENTAL CHARACTERISTICS THAT INCREASE VULNERABILITY



SUBSTANDARD AND
OVERCROWDED HOUSING AND
HOUSING ECONOMIC BURDEN



CLOSE PROXIMITY
TO FREEWAYS



LOW TREE
CANOPY SCORE



HIGH OZONE AND
DIESEL PARTICULATE
MATTER BURDEN



LOW PARKLAND
PER RESIDENT
RATIO

VULNERABLE

POPULATIONS



96% Black, Indigenous,
People of Color (BIPOC)

14% Outdoor Workers
12% People Who Are Differently
12% Older Adults
6% Young Children
0.1% People experiencing houselessness

40% Renters

39% People experiencing poverty

15% People in overcrowded housing

NATURAL AND RECREATION RESOURCES



STREET TREES AND URBAN CANOPY

NEIGHBORHOOD AND COMMUNITY PARKS

RECREATIONAL CENTERS

CRITICAL FACILITIES, BUILDINGS, SERVICES, AND INFRASTRUCTURE



MEDICAL
FACILITIES



COMMUNITY
CENTERS



EMERGENCY SERVICES,
INCLUDING POLICE
& FIRE STATIONS



UTILITY
INFRASTRUCTURE

POTENTIAL IMPACTS



INJURIES AND
DROWNING IN
PACOIMA WASH



DAMAGED
BELONGINGS
AND HOMES



COST
BURDENS



CHALLENGES
EVACUATING



VEGETATIVE AND
WILDLIFE STRESS
AND MORTALITY



REDUCED OUTDOOR
RECREATION
OPPORTUNITIES



TRANSIT AND
ROAD CLOSURES



MOLD GROWTH
IN HOMES AND
FACILITIES



POWER
OUTAGES



INSUFFICIENT
MEDICAL
SERVICES



RESPIRATORY
ISSUES FROM
MOLD



EXACERBATIONS
OF CHRONIC
CONDITIONS



MENTAL
HEALTH
IMPACTS



INUNDATED
PARKS AND
OPEN SPACES



POLLUTED OR
CONTAMINATED
RUNOFF



DAMAGED
BUILDINGS
AND FACILITIES



CLOGGED
STORM DRAINS



STRAINED
EMERGENCY
SERVICES

5.1 Community Insight

The Climate Change Vulnerability Assessment survey, distributed to City departments, community-based organization, utilities, and local agencies, provides additional context and information to the climate impacts and vulnerabilities specific to San Fernando.

Vulnerable Populations

As noted by the San Fernando Police Department in the Climate Change Vulnerability Assessment survey, an increase in frequency and severity of extreme heat events will make it more physically demanding for police officers to perform their duties. They may face increased risk of heat stroke and other heat related illnesses.

Natural and Recreational Resources

As noted by Tree People in the survey, trees least adapted to San Fernando's present and future climate conditions are at risk to potentially prematurely dying. Climate hazards that pose particular risk to trees in San Fernando are drought and extreme heat. Also, as noted by community-based organizations in the survey, there is a lack of tree canopy to provide shading, particularly around transit stops. Additionally, respondents noted heavy wind & rain have caused fallen trees on personal property in the City.

Infrastructure and Critical Services

As noted by Southern California Edison in the survey, electrical infrastructure in San Fernando and the Los Angeles Region is at risk to climate hazards, including extreme flooding and wildfire. Existing infrastructure is not currently hardened to address future climate exposure and significant improvements and planning efforts will need to be implemented to increase resilience to minimize impacts on vulnerable populations including individuals with different abilities and older adults.

5.2 Vulnerable Populations

Vulnerable populations in San Fernando will experience significant health impacts associated with worsening air quality and longer and more severe extreme heat events due to climate change. Extended drought conditions also contribute to health impacts and has the risk of contributing to utility rate increases which could be a burden for people experiencing poverty and households experiencing housing burden. San Fernando has some plans and programs in place that protect vulnerable populations against climate hazards, including operating cooling centers and Alert San Fernando, the City's emergency notification system. Additionally, the SCE Medical Baseline Program provides support to individuals with medical needs for electricity. There are limited resources and plans directly increasing the adaptive capacity of San Fernando's vulnerable populations to air quality.

Vulnerability Score for Vulnerable Populations

Climate Hazard	Impact Score	Adaptive Capacity Score	Vulnerability Score
Extreme Heat	High	Low	5-High
Drought	Medium	Medium	3-Medium
Stormwater Flooding	Medium	Medium	3-Medium
Air Quality	High	Low	5-High

5.3 Natural & Recreational Resources

Natural and recreational resources in San Fernando will experience impacts including species mortality, loss of habitat, and reduced opportunity for outdoor recreation due to more extreme and frequent climate hazard events. San Fernando has some plans and programs in place that protect natural and recreational resources against climate hazards. These include the Urban Water Management Plan and the Draft Urban Forest Management Plan, which seek to mitigate drought, extreme heat, and air quality impacts on natural resources in San Fernando. Specifically, the Draft Urban Forest Management Plan outlines strategies to increase the stormwater capture and climate resilience of San Fernando's urban forest to drought, and extreme heat conditions. There are limited resources and plans directly increasing the adaptive capacity of San Fernando's natural and recreational resources to stormwater flooding.

Vulnerability Score for Natural & Recreational Resources

Climate Hazard	Impact Score	Adaptive Capacity Score	Vulnerability Score
Extreme Heat	High	Medium	4-High
Drought	High	Low	5-High
Stormwater Flooding	Low	Low	2-Low
Air Quality	Medium	Low	4-High

5.4 Buildings and Facilities

Buildings and facilities in San Fernando may not function effectively and may experience physical damage under extreme weather conditions, including stormwater flooding. Extreme heat and poor air quality may impact occupants of buildings and facilities that are not adequately weatherized for increased temperatures and air particulates, however, the buildings and facilities themselves are not at risk to extreme heat. Drought may cause increased soil cracking and subsidence in areas with low groundwater tables which may damage building foundations. San Fernando has some plans and programs in place that protect buildings and facilities against climate hazards. Notably, the City's Local Hazard Mitigation Plan outlines strategies to reduce climate hazard impacts, including stormwater flooding and extreme heat, on buildings and facilities. Other than the Local Hazard Mitigation Plan, there are limited resources and plans directly increasing the weatherization of buildings and facilities in San Fernando.

Vulnerability Score for Buildings and Facilities

Climate Hazard	Impact Score	Adaptive Capacity Score	Vulnerability Score
Extreme Heat	Low	Medium	2-Low
Drought	Low	Medium	2-Low
Stormwater Flooding	Medium	Medium	3-Medium
Air Quality	Low	Medium	2-Low

5.5 Infrastructure and Critical Services

Infrastructure and critical services that support San Fernando communities may experience disruptions and damage from climate hazards. Extreme heat events may lead to impacts on electricity services as increased demand may lead to blackouts and/or power safety shutoffs. Storm drains, flood protection services, utility infrastructure, and emergency services may be impacted by extreme precipitation events. Drought conditions may strain the City's potable water services, as the local groundwater supplies the City is reliant on are particularly vulnerable. City and utility plans and programs, including the Urban Water Management Plan and SCE's Climate Adaptation Vulnerability Assessment, seek to increase the resilience of the City's water supplies and regional electricity infrastructure, respectively. There are limited resources and plans directly increasing the adaptive capacity of San Fernando's infrastructure and critical services to air quality.

Vulnerability Score for Services and Infrastructure

Climate Hazard	Impact Score	Adaptive Capacity Score	Vulnerability Score
Extreme Heat	High	Medium	4-High
Drought	High	Medium	4-High
Stormwater Flooding	Medium	Medium	3-Medium
Air Quality	Medium	Low	4-High

6 Conclusion

This report evaluates how climate change may impact community members, natural resources, critical facilities, buildings, services, and infrastructure in San Fernando. The report provides a list of vulnerable populations and community assets for which adaptation policies and programs should be developed and implemented to increase community resilience. Vulnerability scoring is based on the combination of potential impacts and adaptive capacity, as discussed in more detail in the section titled Vulnerability Assessment Methodology.

A list of asset categories with high vulnerability scores is provided on the next page.

- All vulnerable population groups present in San Fernando are at high risk from poor air quality and extreme heat impacts and at medium risk from drought and stormwater flooding impacts.
- Natural resources are at high risk from extreme heat, drought, and poor air quality impacts, and are at low risk to stormwater flooding impacts. Vulnerability for natural resources is related to damage or strain on recreational resources as well as mortality and scarcity of resources for plants and wildlife.
- Buildings and facilities are ranked as having a medium risk to stormwater flooding impacts and low risk to extreme heat, drought, and air quality impacts.
- Infrastructure and critical facilities are at high risk to extreme heat, drought, and poor air quality impacts and medium risk to stormwater flooding impacts. Infrastructure and dependent populations experience additional cascading impacts from power outages caused by downed utility lines and power safety shut offs.

City of San Fernando
Climate Change Vulnerability Assessment

Table 5 High Vulnerability Scores

Climate Hazard	Impact Score	Adaptive Capacity Score	Vulnerability Score
Vulnerable Populations			
Extreme Heat	High	Low	5-High
Air Quality	High	Low	5-High
Natural & Recreational Resources			
Extreme Heat	High	Medium	4-High
Drought	High	Low	5-High
Air Quality	Medium	Low	4-High
Infrastructure & Critical Services			
Extreme Heat	High	Medium	4-High
Drought	High	Medium	4-High
Air Quality	Medium	Low	4-High

7 References

- California Governor's Office of Emergency Services (Cal OES). 2020. *California Adaptation Planning Guide*.
<https://www.caloes.ca.gov/HazardMitigationSite/Documents/CA-Adaptation-Planning-Guide-FINAL-June-2020-Accessible.pdf>
- California Energy Commission (CEC). Cal-Adapt Local Climate Change Snapshot for San Fernando. 2023. <https://cal-adapt.org/tools/local-climate-change-snapshot/>
- California Department of Public Health (CDPH). 2014. "Average Daily Maximum Ozone Concentration."
https://www.cdph.ca.gov/Programs/OHE/CDPH%20Document%20Library/CHVIs/BRACE_Ozone_801_Narrative.pdf
- California Department of Public Health (CDPH). 2020. "Climate Change and Health Vulnerability Indicators for California."
<https://www.cdph.ca.gov/Programs/OHE/Pages/CC-Health-Vulnerability-Indicators.aspx>
- California Air Resources Board (CARB). 2022. "Overview Diesel Exhaust & Health." <https://ww2.arb.ca.gov/resources/overview-diesel-exhaust-and-health> (accessed February 2022).
- City of San Fernando. 2021. General Plan – Safety Element and Environmental Justice Element. https://ci.san-fernando.ca.us/wp-content/uploads/2021/12/Safety-ElementUpdate_December2021_DRAFTred.pdf
- City of San Fernando. 2021. Multi-Hazard Mitigation Plan. <https://ci.san-fernando.ca.us/wp-content/uploads/2021/09/San-Fernando-MHMP-8.23.2021-.pdf>
- City of San Fernando. 2023. Alert San Fernando. <https://ci.san-fernando.ca.us/alert-san-fernando/>
- City of San Fernando. 2021. Safer and Active Streets Implementation Plan. https://ci.san-fernando.ca.us/wp-content/uploads/2022/01/San-Fernando-Plan_01032021.pdf
- City of San Fernando. 2019. Visit A Cooling Center. <https://ci.san-fernando.ca.us/wp-content/uploads/2019/09/Cooling-Centers-2019.pdf>
- City of San Fernando. 2021. Urban Water Management Plan. https://ci.san-fernando.ca.us/wp-content/uploads/2021/06/San-Fernando_2020-UWMP_Public-Draft_2021-06-02.pdf
- City of San Fernando. 2023. Draft Urban Forest Management Plan.
- Cooley Heather, Eli Moore, Matthew Heberger, and Lucy Allen. 2012. "Social Vulnerability to Climate Change in California."
<https://pacinst.org/wp-content/uploads/2012/07/social-vulnerability-climate-change-ca.pdf>

City of San Fernando
Climate Change Vulnerability Assessment

Gamble & Balbuls. 2016. "The Impacts of Climate Change on Human Health in the United States."

GAO (United States Government Accountability Office). Disaster Recovery: School Districts in Socially Vulnerable Communities Faced Heightened Challenges After Recent Natural Disasters. January 2022. Accessed at: <<https://www.gao.gov/assets/gao-22-104606.pdf>>

Hall Alex, Neil Berg, and Katharine Reich. (University of California, Los Angeles). 2018. *Los Angeles Summary Report California's Fourth Climate Change Assessment*. https://www.energy.ca.gov/sites/default/files/2019-11/Reg%20Report-%20SUM-CCCA4-2018-007%20LosAngeles_ADA.pdf

Intergovernmental Panel on Climate Change (IPCC). 2012. *Managing the Risks of Extreme Events and Disasters to Advance Climate Change Adaptation*. [A special report of Working Groups I and II of the IPCC, ed. C. B.] https://www.ipcc.ch/site/assets/uploads/2018/03/SREX_FD_SPM_final-2.pdf

IPCC. *The Intergovernmental Panel on Climate Change Sixth Assessment Report*. 2021. <https://www.ipcc.ch/report/ar6/wg1/#FullReport>.

LA County Department of Public Health (LA CDPH). N.d. "Extreme heat: What DPH is Doing." <http://publichealth.lacounty.gov/eh/climatechange/ExtremeHeatDPH.htm#:~:text=The%20urban%20heat%20island%20effect,the%20urban%20heat%20island%20effect>.

Liu JC, Mickley LJ, Sulprizio MP, Dominici F, Yue X, Ebisu K, Anderson GB, Khan RFA, Bravo MA, Bell ML. 2016. "Particulate Air Pollution from Wildfires in the Western US under Climate Change." *National Library of Medicine*. doi: 10.1007/s10584-016-1762-6.

Los Angeles County. 2021. LA County Climate Vulnerability Assessment. <https://ceo.lacounty.gov/wp-content/uploads/2021/10/LA-County-Climate-Vulnerability-Assessment-1.pdf>

Los Angeles Fire Department. N.d. Community Emergency Response Team (CERT). <https://www.lafd.org/join/volunteer/cert>

Office of the State Fire Marshall (OSFM). Fire Hazard Severity Zones (FHSZ). <https://osfm.fire.ca.gov/divisions/community-wildfire-preparedness-and-mitigation/wildfire-preparedness/fire-hazard-severity-zones/>

Seneviratne, S.I., Et.al. 2012. "Changes in climate extremes and their impacts on the natural physical environment," In: *Managing the Risks of Extreme Events and Disasters to Advance Climate Change Adaptation*. Cambridge University Press, Cambridge, UK, and New York, NY, USA, pp. 109-230. https://www.ipcc.ch/site/assets/uploads/2018/03/SREX-Chap3_FINAL-1.pdf

Tree Equity Score. Tree Equity Score Municipality Report for San Fernando. <https://treeequityscore.org/reports/place/huntington-park-ca/>

x

The National Aeronautics and Space Administration (NASA). 2022. "The Effects of Climate Change." <https://climate.nasa.gov/effects/>

- Southern California Association of Governments (SCAG). 2020. Southern California Adaptation Planning Guide. https://scag.ca.gov/sites/main/files/file-attachments/socaladaptationplanningguide_oct2020_0.pdf
- Southern California Edison. N.d. Medical Baseline Allowance. <https://www.sce.com/residential/assistance/medical-baseline>
- Southern California Edison. N.d. Critical Care Backup Battery Program. <https://www.sce.com/outage-center/customer-resources-and-support/critical-care-backup-battery-program>
- Southern California Edison. 2022. Climate Adaptation Vulnerability Assessment. <https://www.sce.com/about-us/environment/climate-adaptation>
- USEPA. 2021. "Criteria Air Pollutants." <https://www.epa.gov/criteria-air-pollutants> (accessed February 2021).
- USDA Forest Service. 2002. "The Effects of Urban Trees on Air Quality." https://www.nrs.fs.fed.us/units/urban/local-resources/downloads/Tree_Air_Qual.pdf.
- USEPA. 2021. "Why Wildfire Smoke is a Health Concern." <https://www.epa.gov/wildfire-smoke-course/why-wildfire-smoke-health-concern>
- USEPA. (n.d.) "Research on Health Effect from Air Pollution." <https://www.epa.gov/air-research/research-health-effects-air-pollution#health-effects-vulnerable-pops>
- Warren, R. (2022). 2020 American Community Survey: Use with Caution, An Analysis of the Undercount in the 2020 ACS Data Used to Derive Estimates of the Undocumented Population. *Journal on Migration and Human Security*, 10(2), 134–145. <https://doi.org/10.1177/23315024221102327>

*This Page
Intentionally
Left Blank*

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Erika Ramirez, Director of Community Development

Date: February 20, 2024

Subject: Discussion and Consideration to Adopt an Interim Urgency Ordinance Including Establishments Selling Alcohol to Businesses Requiring Business Permits and Establishing Regulations for Establishments Selling Alcohol

RECOMMENDATION:

It is recommended that City Council waive full reading, in title only and adopt Interim Urgency Ordinance No. U-1723 (Attachment "A"), titled, "An Urgency Ordinance of the City Council of the City of San Fernando, California amending Chapter 22 (Businesses) of the San Fernando Municipal Code, requiring businesses selling alcohol onsite to obtain a Business Permit and adding Article X (on-site alcohol sales establishments) to establish interim regulations relating to operational requirements and incidental live entertainment in accordance with Government Code Sections 36934 and 36937."

BACKGROUND:

1. On December 4, 2017, the City Council conducted a Public Hearing and adopted Resolution No. 7826, certifying the Final Environmental Impact Report SCH No. 2015121088, pursuant to the California Environmental Quality Act, and adopting the amendments to the City's General Plan and Land Use Map related to and subject to the subsequent adoption of the proposed San Fernando Corridors Specific Plan SP-5 and related amendments to the Zoning Ordinance text and map. As part of the same public hearing of December 4, 2017, the City Council also introduced for first reading Ordinance No. 1671 approving the San Fernando Corridors Specific Plan, SP-5 and related amendments to the City's Zoning Ordinance Text and Map.
2. On December 17, 2017, the City Council adopted by title only and waived full reading of Ordinance No. 1671 "An Ordinance of City Council of the City of San Fernando, California, Approving the San Fernando Corridors Specific Plan (SP-5) and repealing in its entirety the former Corridors Specific Plan (SP-4) and amending the Zoning Ordinance Text and Zoning Map.

Discussion and Consideration to Adopt an Interim Urgency Ordinance Including Establishments Selling Alcohol to Businesses Requiring Business Permits and Establishing Regulations for Establishments Selling Alcohol

Page 2 of 4

3. On February 12, 2024, the Planning and Preservation Commission held a public discussion regarding including Establishments Selling Alcohol to businesses requiring business permits and establishing regulations for Establishments Selling Alcohol.

ANALYSIS:

The San Fernando Corridors Specific Plan (SP-5) replaced the 2005 adopted SP-4 in its entirety. SP-5 established planning principles, land use policies, development standards, and design guidelines for public improvements and private development within the specific plan area. SP-5 is intended to be a “living” document that is meant to be updated pursuant to changing circumstances.

Some of the more notable changes from the SP-4 Plan were aimed at expanding and streamlining commercial uses to promote economic development. Among those updated were changing the following two commercial uses from conditionally permitted to permitted by right.

- Bona fide eating establishments with ancillary alcoholic beverages for on-site consumption (up to Type 47 liquor license); and
- Craft brewery/distillery, tap room, tasting room, and wine bar (in the downtown district only).

These modifications in permitting requirements are geared towards attracting businesses of these types in the specific plan area, contributing to the creation of a lively entertainment area. However, the absence of established operating standards poses challenges, limiting the City’s ability to uniformly and objectively apply the municipal code to businesses sharing similar ancillary uses, such as the sale of alcohol for on-site consumption.

Furthermore, adding new uses without defining them introduces subjectivity in reviewing proposed businesses. Establishing a clear and concise Municipal Code, with associated standards, would improve the City’s efforts in attracting businesses. This approach improves transparency by informing businesses up front of requirements and standards for design and operation, and promotes streamlined application processing by eliminating the need for staff to interpret the code or make determinations based on information outside of the code. Ultimately, clear definitions and universal operating standards reduce subjectivity in the review and processing of applications.

The proposed Urgency Ordinance provides three major clarifications for establishments that sell alcohol on-site by amending *Article II. Licensing Section 22-27. Definitions* and by adding *Article X. Establishments Selling Alcohol to Chapter 22 – Business* of the San Fernando Municipal Code.

Discussion and Consideration to Adopt an Interim Urgency Ordinance Including Establishments Selling Alcohol to Businesses Requiring Business Permits and Establishing Regulations for Establishments Selling Alcohol

Page 3 of 4

1. Defines live entertainment and each type of establishment that sells on-site alcohol.
2. Standardizes the application process and operating requirements; and
3. Clarifies the difference between live entertainment as an accessory use and as an incidental use. The Zoning Code requires Live Entertainment to be approved by a Conditional Use Permit (CUP); however, certain forms of entertainment may be provided as part of the ambiance. This clarification provides specific language to ensure this distinction is codified.

The Urgency Ordinance also adds Establishments Selling Alcohol to those businesses listed in Section 22-215 that require Council's approval of a business permit prior to issuance of a business license. This allows staff to ensure the application requirements and operating standards added to the Municipal Code are met. If adopted, the Urgency Ordinance is effective immediately; however, staff is proposing that it shall sunset in 18 months to align with any proposed amendments to SP-5 or the San Fernando Municipal Code that are a result of the community discussions pertaining to land use during the Downtown Master Plan efforts.

Outreach.

The proposed amendment was agendaized as a discussion item on the agenda for the Planning and Preservation Commission meeting of February 12, 2024. The agenda was emailed to the San Fernando Mall Association, Chamber of Commerce, local commercial land lords, potential applicants and the additional constant contact distribution groups of Business Watch and Economic Development. There were no public comments received related to the discussion item.

The Planning and Preservation Commissioners expressed general support for the proposed amendment. A specific comment was received pertaining to the requirement of graffiti to be removed within 48 hours and requested that it be reconsidered as it represents a hardship to business owners. No other modifications were recommended.

Environmental Review for Urgency Ordinance.

The adoption of this Urgency Ordinance is exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15061(b)(3) (the "common sense exemption") and Section 15378 ("not a project") since it can be seen with certainty that adopting operating standards will not have a significant effect on the environment.

BUDGET IMPACT:

The proposed fee set in Section 22-215 for establishments selling alcohol is \$100 for an original application and \$10 for the renewals. This is the same fee as that of "Dancehall: café, bar, where liquor is sold". Adoption of this resolution result in an estimated \$4,100 in initial revenue and \$400 on an annual basis.

Discussion and Consideration to Adopt an Interim Urgency Ordinance Including Establishments Selling Alcohol to Businesses Requiring Business Permits and Establishing Regulations for Establishments Selling Alcohol

Page 4 of 4

CONCLUSION:

Staff recommends that the City Council waive full reading, in title only and adopt Interim Urgency Ordinance No. U-1723 (Attachment “A”), titled, “An Urgency Ordinance of the City Council of the City of San Fernando, California amending Chapter 22 (Businesses) of the San Fernando Municipal Code, requiring businesses selling alcohol onsite to obtain a Business Permit and adding Article X (on-site alcohol sales establishments) to establish interim regulations relating to operational requirements and incidental live entertainment in accordance with Government Code Sections 36934 and 36937.”

ATTACHMENTS:

- A. Proposed Interim Urgency Ordinance No. U-1723
- B. San Fernando Municipal Code Chapter 22 Businesses

URGENCY ORDINANCE NO. U-1723

AN URGENCY ORDINANCE OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING CHAPTER 22 (BUSINESSES) OF THE SAN FERNANDO MUNICIPAL CODE, REQUIRING BUSINESSES SELLING ALCOHOL ONSITE TO OBTAIN A BUSINESS PERMIT AND ADDING ARTICLE X (ON-SITE ALCOHOL SALES ESTABLISHMENTS) TO ESTABLISH INTERIM REGULATIONS RELATING TO OPERATIONAL REQUIREMENTS AND INCIDENTAL LIVE ENTERTAINMENT IN ACCORDANCE WITH GOVERNMENT CODE SECTIONS 36934 AND 36937

WHEREAS, pursuant to the City of San Fernando's ("City") police power, as granted under Article XI, Section 7 of the California Constitution, the San Fernando City Council ("City Council") has the authority to enact and enforce ordinances and regulations for public health, safety, and welfare; and

WHEREAS, Government Code sections 36934 and 33937 authorize the City Council to adopt an urgency ordinance by a four-fifths vote for the immediate preservation of the public peace, health, or safety; and

WHEREAS, on December 17, 2017, the City Council adopted San Fernando Corridors Specific Plan (SP-5) by Ordinance No. 1671. The purpose of SP-5 is to provide a framework for movement and activity in the community and transform certain corridors into attractive, livable, and economically vibrant districts; and

WHEREAS, SP-5 allows certain commercial activity to be approved ministerially without the ability to impose any operational standards or conditions. Ancillary to primary business operations, some establishments that sell alcohol for on-site consumption also provide entertainment such as live music, and/or other special events such as shows, pageants and contests. These ancillary uses increase the potential for operational impacts including, but not limited to, excessive noise, traffic and public safety; and

WHEREAS, SP-5 does not adequately regulate certain commercial uses such as live entertainment and sale of alcohol that requires a Conditional Use Permit under the City's Zoning Code, which creates confusion and ambiguity for staff and potential businesses; and

WHEREAS, the City desires to ensure that commercial activities and events throughout the City are conducted in a safe and orderly manner to benefit City residents by requiring that business establishments that engage in similar commercial activities follow uniform licensing procedures; and

WHEREAS, the City wishes to balance adherence to the intent of SP-5 to encourage investment in the City with adoption of clear policies, regulations and standards for business establishments that engage in sensitive ancillary uses and activities that have the potential to cause undesirable secondary noise and traffic impacts; and

WHEREAS, since adoption of SP-5, the City has experienced an increase in commercial activity that includes sale of alcoholic beverages for on-site consumption at restaurants, bars, and nightclubs, in combination with live entertainment and/or special events, with no corresponding requirements to mitigate noise, traffic and safety; and

WHEREAS, businesses that sell alcohol for on-site consumption in combination with entertainment generally have higher public safety needs that can drain City resources. For example, from the period of January 2021 to October 2023, the San Fernando Police Department (SFPD) received seventeen calls for service that originated from a single business establishment; and

WHEREAS, in light of concerns over unregulated uses and to provide an appropriate level of operational control over such uses, the City desires to adopt interim regulations of businesses in the City that sell alcohol for onsite consumption ancillary to their primary business operations and clarify requirements related to live entertainment and/or special events; and

WHEREAS, the regulations contemplated under this Ordinance are temporary in nature and intended to promote stability and safe and healthy operations of businesses, thereby serving the public peace, health, safety and public welfare; and

WHEREAS, these temporary regulations with afford City staff the opportunity to further study regulatory options for commercial businesses engaged in sensitive activities to minimize their potential negative adverse impact, including engaging in the process of developing a Downtown Master Plan; and

WHEREAS, on February 12, 2024, the City Planning and Preservation Commission at a duly noticed regular meeting, received public testimony and discussed and expressed support for establishing operating requirements for businesses that serve alcohol, including clarifying standards for incidental entertainment; and

WHEREAS, Government Code section 36937 authorizes the City Council to adopt an urgency ordinance for the immediate preservation of the public peace, health and safety; and

WHEREAS, the City Council finds that this matter is of City-wide importance, and adopting this Ordinance is a reasonable and necessary measure for the immediate preservation of the public peace, health and safety.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, AS FOLLOWS:**SECTION 1. Recitals.**

The above recitals are true and correct and incorporated herein by reference.

SECTION 2. Urgency Findings.

The City Council hereby finds and declares that, for the reasons set forth in the above recitals, there is a need to adopt this Ordinance establishing interim regulations requiring business establishments within the City that sell alcohol in combination with entertain and/or special events to obtain an operator license. City staff requires time to study issues surrounding regulations of sensitive uses in compliance with state and federal laws, and time to participate in the process to create a Downtown Master Plan, so that it can propose appropriate regulations ensuring that the potential negative effects on the health, safety and welfare of the residents and businesses of the City are adequately addressed. The City Council hereby adopts, by no less than a four-fifths vote, this Ordinance based upon the foregoing findings and pursuant to Government Code Section 36937.

SECTION 3. Live Entertainment Definitions. Section 22-27 (Definitions), Article II, Chapter 22 of the San Fernando Municipal Code is amended in its entirety to read as follows:

Sec. 22-27. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Circus means an exhibition or entertainment at which feats of horsemanship, acrobatic feats and trained or wild animals are exhibited or displayed in the city, to which exhibition or entertainment and admission fee is charged, and which exhibition or entertainment is conducted by a person having no regular, established place of business in the city for the exhibition thereof.

Civil Code provisions. The provisions of Civil Code §§ 13 and 1645 are adopted in the interpretation of words and phrases, unless otherwise provided.

Collection agency means and includes any person engaging, directly or indirectly and as a primary or secondary object, business or pursuit, in soliciting claims for collection or in the collection of claims owed or due or asserted to be owed or due to another. Any person, when engaged in collecting accounts for another, where the employment is for one or more persons, shall be deemed to be engaged in the collection business within the meaning of this article. Any person using a fictitious name in collecting his own accounts receivable with the intention of conveying to the debtor that a third party has been employed is engaging in the collection business as contemplated by this article and shall be subject to this article. The term "collection agency" does not include attorneys at law, individuals regularly employed on a regular wage or salary in the capacity of credit men or in another similar capacity upon the staff of employees of any one person not engaged in the business of a collection agency, banks, abstract companies

doing an escrow business, duly licensed real estate brokers or agents doing a real estate business, or a merchant-owned nonprofit credit association unless they are conducting a collection agency.

Dancehall means any place where the business of holding or conducting public dances is regularly carried on, provided that nothing in this definition shall be deemed or construed to require the holder of a license to conduct the business of a public dancehall to procure any additional license to conduct a dancing academy, if such dancing academy is conducted at the same location and under the same management as the public dancehall.

Dancing club means any club or association of persons which conducts dances other than public dances for its members or bona fide guests more often than once per month at which a fee is charged, either for admission to such dance or for dancing therein, or at which any collection or donation of money is made or received or in which the amount of dues to be paid by each member is dependent upon attendance at such dances by such member.

Employment agency, employment bureau or booking agency means the business of securing employment for any person for any fee or compensation of any kind or furnishing information regarding or leading to any employment of any kind for which any fee or compensation is received or charged.

Engaged in business means the conducting, managing or carrying on of any profession, trade, calling, occupation or commercial enterprise in the city licensed under this article as owner, officer, agent, manager, employee, servant or lessee of any of them.

Freight forwarding means the business of collecting or consolidating for shipment in carload lots or less or truckload lots or less any goods, wares or merchandise as agent or bailee for any person where a fee is charged for such service.

Gross receipts means the gross receipts of the calendar year and is defined as follows: the total amount of the sale price of all sales, the total amount charged or received for the performance of any act, service or employment of whatever nature it may be, whether such service, act or employment is done as a part of or in connection with the sale of goods, wares, merchandise or not, for which a charge is made or credit allowed, including all receipts, cash, credits and property of any kind or nature, any amount for which credit is allowed by the seller to the purchaser without any deduction therefrom on account of the cost of the property sold, the cost of materials used, the cost of labor or service costs, interest paid or payable, losses or any other expense whatsoever. However, cash discounts allowed or taken on sales shall not be included, and this article shall not be construed to impose any fee upon any business or transaction which the city is not authorized to license or to charge a fee under any law of the state or of the United States. The amount of any federal tax imposed on or with respect to retail sales, whether imposed upon the retailer or upon the consumer, and regardless of whether or not the amount of federal tax is stated to customers as a separate charge, and any state, city or city and county sales or use tax required by law to be included in or added to the purchase price and collected from the consumer or purchaser and such part of the sales price of any property previously sold and returned by the purchaser to the seller which is refunded by the seller by way of cash or credit allowances given or taken as part payment on any property so accepted for resale shall be deducted for the purpose of determining gross receipts under this article. But no

deduction shall be made of the amount of any federal manufacturers' or importers' excise tax included in the price of the property sold, even though the manufacturer or importer is also the retailer thereof and whether or not the amount of such tax is stated as a separate charge. Sales of goods, wares or merchandise by persons engaged in selling such articles shall not be considered as producing gross receipts to the extent that such sales are for convenience.

Itinerant vendor means any person who engages in a temporary business for the sale of goods, wares or merchandise and who, for such purpose, hires or occupies any building or structure or portion thereof within the city.

Live entertainment means any entertainment involving performances, or delivery of entertainment by one or more persons, including but not limited to: musical ensembles, solo performers, deejays, karaoke, comics/comedians, theatrical acts (when performed in a venue other than a theater), and dancing.

Live entertainment venue means a building, room, or hall open to the public, with or without charge, which building, room, or hall does not have permanently fixed seats so arranged that a body of spectators can have an unobstructed view of the stage or area where the entertainment is performed.

Peddler means any person, other than a bona fide salesman or solicitor for any person engaged in business and licensed under other sections of this article, who sells or offers for sale goods, wares or merchandise, either by going from place to place for the purpose of selling, offering for sale or delivering such goods or for the purpose of taking or soliciting orders for the future delivery of such goods; or by selling or offering for sale such goods from a stand, park or vehicle in any street or upon or along any sidewalk or parkway or in any doorway or entranceway of any building or upon any unenclosed lot or parcel of land.

Person means all domestic and foreign corporations, associations, syndicates, joint stock companies, partnerships of every kind, clubs, Massachusetts business or common law trusts, societies and individuals engaged in any business, as defined in this section, in the city.

Sale or sell includes and refers to the making of any transfer of title, in any manner or by any means whatsoever; to tangible personal property for a price; and to the serving, supplying or furnishing, for a price, of any tangible personal property fabricated or made at the special order of consumers who do or who do not furnish, directly or indirectly, the specifications therefor. A transaction whereby the possession of property is transferred but the seller retains the title as security for the payment of the price shall likewise be deemed a "sale." This definition shall not be deemed to exclude any transaction which is or which, in effect, results in a sale within the contemplation of law.

Sale for convenience means a sale of new goods, wares or merchandise by a person engaged in selling such articles to another person engaged in selling like or similar kinds of articles: (i) where the primary purpose of the particular transaction or sale is to accommodate the purchaser rather than to make a sale in the ordinary course of business; (ii) where, in the particular kind of business involved, a similar manner of dealing is frequent or customary in the circumstances under which the particular sale is made; and (iii) where goods, wares or merchandise of like or similar kind and of substantially equivalent value to that which was sold is received in

consideration. The following types of transactions are sales for convenience when the circumstances stated in (i), (ii) and (iii) are present:

- (1) Transactions in which the seller conveys an article which is in short supply or which, under the circumstances, cannot be obtained by the purchaser through normal sources of supply in sufficient time to permit the purchaser to furnish an equivalent article to a prospective customer.
- (2) Transactions in which, because of the seller's more convenient location relative to a designated point of delivery, the purchaser agrees to reimburse the seller for delivering goods, wares or merchandise at that point to the purchaser's customer in accordance with a contract of sale between the purchaser and his customer.
- (3) Transactions in which, as a matter of business practice, the form of a sale is arranged and entered into by the seller and the purchaser as a substitute for or the equivalent of the transportation of the article or the payment of transportation charges on the article from the point of the delivery to some other point.
- (4) Transactions different in detail from those described in subsections (1) through (3) of this definition but which the clerk has found and by rule determined to be of a kind whose primary purpose is to accommodate the purchaser rather than to make a sale in the ordinary course of business of a kind which, in the particular kind of business involved, is frequent or customary in the circumstances under which a particular sale is made and of a kind where goods, wares or merchandise of like or similar kind and of substantially equivalent value to that which was sold is received as consideration.

No sale shall be considered a sale for convenience unless it is of a kind described in subsection (1), (2), (3) or (4) of this definition.

Selling goods, wares or merchandise, unless otherwise specifically provided, in addition to any other meaning established at law, is deemed to extend to and include in its application the serving or supplying of meals for a fee or charge.

Street includes all streets, avenues, highways, alleys, courts, lanes, places, squares, curbing, sidewalks or other public ways in this city which have been or may be dedicated as such and open to public use.

SECTION 4. Businesses Requiring Permit. Section 22-215 (Fees), Article III, Chapter 22 of the San Fernando Municipal Code is amended in its entirety to read as follows:

Sec. 22-215. Fees.

- (a) *Schedule.* The city council shall not accept any application for any permit required to be obtained by this article or by any other ordinance or law or for the renewal of such permit, unless the application is accompanied by the fee prescribed in the following schedule:

Business or Activity for Which Permit is Required	Original Fee	Renewal Fee
Antique shop	\$ 50.00	\$ 10.00

Arcade	50.00	25.00
Auction (jewelry)	100.00	
Auctioneer	100.00	15.00
Auto rental	25.00	15.00
Auto reposessor:		
Owner	50.00	25.00
Employee	10.00	10.00
Auto wrecking	300.00	25.00
Bath	10.00	10.00
Bowling alley	25.00	10.00
Boxing (amateur) contest	25.00	25.00
Carnival	25.00	25.00
Closing-out sale	100.00	25.00
Dance, public (only one)	None	
Dancehall:		
Cafe, bar where liquor is sold	100.00	10.00
Public	50.00	10.00
Dancing academy	10.00	10.00
Dancing club	25.00	10.00
Escort bureau	100.00	50.00
Establishments selling alcoholic beverages for onsite consumption	100.00	10.00
Fire sale	100.00	25.00
Fireworks sale	25.00	25.00
Game, skill and chance	25.00	10.00
Handbill (as defined in section 6-31) distribution business	25.00	10.00
Junk and/or refuse collector	25.00	10.00
Junk dealer	50.00	10.00
Massage parlor	25.00	10.00
Merry-go-round	10.00	10.00
Pawnbroker	200.00	25.00
Pool room	25.00	10.00
Pool tables (two only), incidental to main business activity, per table	25.00	10.00
Private patrol	25.00	10.00
Secondhand dealer:		
Auto parts	50.00	10.00
Books	50.00	10.00
General	50.00	10.00
Jewelry	50.00	25.00

Used automobile vehicles	300.00	25.00
Shooting gallery	25.00	10.00
Show (in liquor establishment)	25.00	10.00
Skating rink	50.00	25.00
Street speaking	10.00	10.00
Swap meet operator	100.00	25.00
Tattooing and/or body piercing	50.00	25.00
Trailer camps	25.00	10.00
Applications for changing location of a business for which a permit has been granted	10.00	
Change of ownership to be applicable only when the new owner is already operating under a permit issued pursuant to this article	10.00	

- (b) *Closeout sales, fire sales.* The permit fee requirements and the submission requirements for the inventory of merchandise for closeout sales and fire sales shall be as follows:
- (1) The permit fee requirements specified for closeout sales and fire sales are not applicable to bona fide merchants licensed as such who are closing their business and selling out merchandise then on hand or who have had fires and are selling only the merchandise damaged in such fire.
 - (2) Any person, before conducting any close-out or fire sale, shall file with the police department and the city a complete inventory of merchandise on hand to be sold at any such sale and such supplementary inventories as may be required and shall comply with such other rules and regulations governing such sales as may be prescribed by resolution of the city council.
- (c) *Applicability.* This section shall not be deemed to modify the requirements of any other section of this article and any other ordinance prescribing any change of location fees, any change of ownership fees, any special fee for additional places of business operated by one permittee, or any special fee for the posting of notices or the like, nor shall the schedule of fees appearing in this section be deemed exclusive.

SECTION 5. Interim Regulations. Article X (On-Site Alcohol Sales Establishments), Chapter 22 in the San Fernando Municipal Code is hereby added to read as follows:

ARTICLE X. ESTABLISHMENTS SELLING ALCOHOLIC BEVERAGESSec. 22-600. Purpose of article.

This article shall apply to all establishments selling alcoholic beverages for onsite consumption, including bars, breweries, distilleries, tap rooms, tasting rooms, clubs, restaurants, and wine bars. The purpose of this article is to set forth rules and regulations that:

- (1) Address and mitigate potential secondary adverse impacts associated with the on-site consumption of alcoholic beverages, such as litter, loitering, graffiti, misconduct, and escalated noise levels;
- (2) Clarify standards for live entertainment activities at these business establishments; and
- (3) Encourage permitted commercial activities while protecting public health and safety and public and private property.

When there is an inconsistency between this Article and the City's Zoning Code, including the San Fernando Corridors Specific Plan (SP-5), or a conditional use permit issued for the sale of alcohol to a business that holds a valid business permit, or other regulations under the Code, the stricter of the regulations shall apply.

Sec. 22-601. Definitions

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Alcoholic Beverage means alcohol, spirits, liquor, wine, beer, and every liquid or solid containing alcohol, spirits, wine, or beer, which contains one-half of one percent or more of alcohol by volume and which is prepared for consumption either alone or when diluted, mixed, or combined with other substances, and sales of which require a State Department of Alcoholic Beverage Control (ABC) license.

Alcohol Sales Establishment means a business or operator subject to this Article that requires a license from the California Department of Alcoholic Beverage Control (ABC) for onsite consumption of alcoholic beverages.

Bar means an establishment: (A) that sells or offers for sale alcoholic beverages pursuant to a Type 48 license from the ABC; (B) that limits entry to persons of a certain age during some or all operating hours; and (C) where food service, if any, is subordinate to the sale of alcoholic beverages. This does not include a bar area that is an integrated part of a restaurant.

Brewery means a facility that produces beer, other malt beverages, or other alcoholic beverages other than spirits which require distillation.

Club means a place of entertainment open at night that may serve food and liquor, and which may provide music and space for dancing.

Distillery means a facility where alcoholic beverages are produced through the process of distillation.

Live entertainment, accessory means live entertainment activities related, and clearly subordinate to a principal use of a commercial business or establishment. Examples of accessory live entertainment include live performances, performed by one (1) or more persons, whether or not done for compensation and whether or not admission is charged, such as musical act; theatrical play or act, including stand-up comedy, magic, dance clubs, and disc jockey performances using vinyl records, compact discs, computers, or digital music players when the disc jockey is in verbal communication with the clientele of the establishment.

Live entertainment, incidental means live entertainment activities incidental to the primary use of the commercial business or establishment. Examples of incidental live entertainment include book or poetry readings; parlor games or party games; stand-up performances, such as by comedians or actors; speeches, lectures, or panels; live, unamplified background music; and live, unamplified open mic events. Incidental live entertainment may include other activities as determined by the Director to be of the same general character as those listed above, and deemed to not be objectionable or detrimental to surrounding properties and the neighborhood or have a negative impact related to traffic, noise, parking or public safety.

Premises means the actual space within a building or any area on site, either directly or indirectly supporting alcoholic beverage sales.

Restaurant or bona fide public eating place means an establishment engaged in the sale of food and beverages for consumption on or off the premises which is regularly and in a bona fide manner used and kept open for the serving of meals to guests for compensation and which has suitable kitchen facilities connected therewith, containing conveniences for cooking an assortment of foods which may be required for ordinary meals, the kitchen of which must be kept in a sanitary condition with the proper amount of refrigeration for keeping of food on the premises and must comply with all the regulations of the local department of health. Restaurants shall maintain incidental sale of alcoholic beverages only, and at least one full time cook engaged by the business enterprise to prepare meals for guests on the premises during all permitted hours of operation. "Meals" means the usual assortment of foods commonly ordered at various hours of the day; the service of such food and victuals only as sandwiches or salads shall not be deemed a compliance with this requirement. "Guests" shall mean persons who, during the hours when meals are regularly served therein, come to a bona fide public eating place for the purpose of obtaining, and actually ordering and obtaining at such time, in good faith, a meal therein.

Tap Room means a use associated with, or on the same premises as, a brewery, at which guests may consume and purchase, for on or off premise consumption, the manufacturer's products and other nonalcoholic beverages or food. Food service is not required.

Tasting Room means a use associated with, or on the same premises as, a winery or distillery, at which guests may consume and purchase, for on or off premise consumption, the manufacturer's products and other nonalcoholic beverages or food. Food service is not required.

Wine Bar means a bar that specializes in serving wine rather than beer or liquor.

Sec. 22-602. Application procedure.

- (a) An alcohol sales establishment that is an applicant for a business permit required under Article III shall be required to submit to the Planning Division the following:
- (1) A floor plan shall be reviewed and approved to identify the areas in which all on-site sale and consumption of alcoholic beverages shall occur. This shall be limited to the confines of the building and approved outdoor patio or dining area.
 - (4) A plan to encourage use of ride share programs, designated drivers, and other methods to discourage intoxicated driving shall be established, and documentation of such a program shall be provided.
 - (5) A security plan shall be submitted for review and approval prior to the opening of the business.
 - a. Security personnel shall be required by the City for establishments with occupancy load of over 100 people.
 - b. The doors to the establishment shall remain closed except upon entering and exiting the business.
 - c. The security plan shall include a video surveillance system and exterior lighting plan, satisfactory to the Community Development Director or designee, shall be submitted and approved prior to issuing a Certificate of Occupancy. The video surveillance system shall be installed to assist with monitoring of both the interior and exterior the property. A Digital Video Recorder (DVR) or similar video recording device, capable of exporting images in TIFF, BMP, or JPG format shall be used. Recording shall be retained for no less than 30 days. Exterior lighting shall clearly illuminate the common areas surrounding the building including, but not limited to, the entrance and exit doors and the business address.

Sec. 22-603. Operational requirements.

- (a) Prior to the service of alcohol within the premises, the operator shall obtain a valid license from the ABC and provide a copy of the license to the Planning Division and obtain a valid business permit issued by the City.
- (b) The City reserves the right to request of the ABC additional conditions, such as restriction of the type of alcohol sold, or other conditions that the City may deem necessary in order to reduce potential impacts.
- (c) Should the ABC issue a license suspension or citation, the operator shall provide a copy of said suspension or citation to the Planning Division.
- (d) The operator shall comply with all applicable noise regulations.
- (e) The operator shall be responsible for requiring that there be no loitering on the site, on the public right-of-way and or/ in front of adjacent properties at any time and that all customers shall leave the site no later than 30 minutes after closing, after which, only employees shall be allowed on the premises.

- (f) Litter and trash receptacles shall be located at convenient locations, both inside and outside establishment, and trash and debris shall be removed on a daily basis.
- (g) The property shall be maintained in a clean and neat manner at all times and shall comply with property maintenance standards as set forth in the Code.
- (h) Exterior public telephones shall not be located on the premises.
- (i) Reasonable efforts shall be made to remove graffiti within 48 hours of its application.
- (j) No person shall appear in a state of nudity in any alcohol sales establishment subject to this Article X.
 - (1) For the purposes of this section, "nudity" means the showing of the human male or female genitals, pubic area, or buttocks with less than a fully opaque covering, or the showing of the female breast with less than a fully opaque covering of any part of the nipple or below the nipple.
- (k) Bona fide eating establishments (restaurants) shall only sell alcoholic beverages during hours that meals are being served and gross receipts from alcohol sales shall not exceed fifty percent (50%) of the total revenue of the business.
- (l) Special events are permitted with the approval of a Special Event Permit in compliance with City regulations.
- (m) No establishment may sell alcoholic beverages for on-premises or off-premises consumption without a Conditional Use Permit for alcoholic beverages approved for such establishment, unless otherwise exempted under the Code.
- (o) Tasting rooms for breweries, wine blending facilities, wineries, or distilleries shall be allowed to be open to the public from 11:00 A.M. to 12:00 A.M. daily.
- (p) Bars and bona fide eating establishments (restaurants) are prohibited from selling any spirits for consumption off of the premises. The consumption of spirits shall be limited to the restaurant or drinking area as defined per applicable license from the ABC. However, beer and wine may be purchased for off-site consumption, provided that the beer and wine may not be consumed within any public common area near the premises, within any public right-of-way, or outside of any nearby property.

Sec. 22-604. Live entertainment.

- (a) Live entertainment accessory to an alcohol sales establishment is permitted subject to a conditional use permit and shall be approved separately in accordance with Division 4 of the Code.
- (b) Live entertainment as an accessory use for purposes of this Section shall not include:
 - (1) Any adult businesses and related uses governed by Division 2, Article VI, Chapter 106 of the Code;
 - (2) The playing of recorded music over speakers without a disc jockey;
 - (4) Indoor live entertainment as an incidental use, as defined in subsection (c).

(c) *Indoor live entertainment as an incidental use.* The following live entertainment is deemed incidental to an alcohol sales establishment is permitted indoors without requiring an additional permit, and when conducted in compliance with the standards identified in subsection (d):

- (1) *Book or poetry readings;*
- (2) *Parlor games or party games;*
- (3) *Stand-up performances, such as by comedians or actors;*
- (4) *Speeches, lectures, or panels;*
- (5) *Live, unamplified background music;*
- (6) *Live, unamplified open mic events; and*
- (6) *Other uses as determined by the Director to be of the same general character as those listed above, and not objectionable or detrimental to surrounding properties and the neighborhood.*

(d) *Indoor, incidental live entertainment activities may be conducted provided they comply with the following operational standards:*

- (1) *Location.* The incidental activity shall occur only within the building of the business, alongside the regular business activity without replacing it at any time.
- (2) *Frequency.* The incidental activity shall occur no more than once weekly, unless the Community Development Director determines that the use will not have adverse negative impacts on surrounding residential or commercial uses related to traffic, noise, parking or public safety.
- (3) *Outside Promoters.* The incidental activity shall be part of the primary business use and shall not be sponsored by an outside promoter; however, an activity may benefit a non-profit organization directly engaged in civic or charitable efforts.
- (4) *Admission Charges.* There shall be no admission charges to enter the business or any other cover charges based on the incidental activity.
- (5) *Noise Impacts.* All activities shall comply with Chapter 34, Article II.
- (6) *Traffic and Parking.* The incidental activity shall not warrant the need for additional off-street parking on a regular basis.
- (7) *Adverse Impacts on Adjacent Areas.* The incidental activity shall not cause adverse negative impacts on neighboring residential or commercial property owners or tenants related to traffic, noise, parking or public safety.

SECTION 6 Study. Staff is directed to study and analyze issues related to business establishments within the City offering alcoholic beverages for on-site consumption and entertainment activities, including but not limited to, evaluating state and federal law concerning implementing regulations, the potential impacts of such activities on public peace, health and

safety of the community, the desirability of such activities in various zones, and the extent of regulatory controls, if any, to impose on such activities to counter adverse secondary effects.

SECTION 7. CEQA Finding. The City Council finds that adoption of this Ordinance is not subject to the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3 Section 15060(c)(2) because the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment; and Section 15060(c)(3) because the activity is not a project as defined in section 15378.

SECTION 8. Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

SECTION 9. Effective Date Ordinance. This Ordinance shall become effective immediately upon its adoption by a four-fifths vote of the City Council. This Ordinance shall expire, and its standards and requirements shall automatically terminate two (2) years after the date of adoption, unless the City Council takes further action.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of San Fernando at a regular meeting on this 20th day of February 2024.

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

ATTEST:

Julia Fritz, City Clerk

APPROVED AS TO FORM:

Richard Padilla, Assistant City Attorney

CERTIFICATION

I, Julia Fritz, City Clerk of the City of San Fernando, do hereby certify that the foregoing Urgency Ordinance No. U-1723 was adopted at a regular meeting of the City Council held on the 20th day of February, 2024, and by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this _____ day of February, 2024.

Julia Fritz, City Clerk

SAN FERNANDO- CODE
Chapter 22 BUSINESSES

Chapter 22 BUSINESSES¹

ARTICLE II. LICENSING²

DIVISION 1. GENERALLY

Sec. 22-26. Purpose of article.

- (a) This article is enacted solely to raise revenue for municipal purposes and is not intended for regulation.
- (b) Any person required to pay a license fee for transacting and carrying on any business under this article shall be relieved from payment of any license fee for the privilege of doing such business which has been required under any other sections of this Code or city ordinance, but shall remain subject to the regulatory provisions of such other sections of this Code or the ordinance. This section shall not apply to inspection fees.

(Code 1957, § 12.1)

Sec. 22-27. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Circus means an exhibition or entertainment at which feats of horsemanship, acrobatic feats and trained or wild animals are exhibited or displayed in the city, to which exhibition or entertainment and admission fee is charged, and which exhibition or entertainment is conducted by a person having no regular, established place of business in the city for the exhibition thereof.

Civil Code provisions. The provisions of Civil Code §§ 13 and 1645 are adopted in the interpretation of words and phrases, unless otherwise provided.

Collection agency means and includes any person engaging, directly or indirectly and as a primary or secondary object, business or pursuit, in soliciting claims for collection or in the collection of claims owed or due or asserted to be owed or due to another. Any person, when engaged in collecting accounts for another, where the employment is for one or more persons, shall be deemed to be engaged in the collection business within the

¹Cross reference(s)—Advertising, ch. 6; amusements and entertainments, ch. 10; emergency services, ch. 30; peddlers and solicitors, ch. 58; parking and business improvement areas, § 62-61 et seq.; secondhand goods, ch. 66; taxation, ch. 82; telecommunications, ch. 86; utilities, ch. 94; vehicles for hire, ch. 102; C-1 limited commercial zone, § 106-486 et seq.; C-2 commercial zone, § 106-516 et seq.; SC service commercial zone, § 106-546 et seq.; M-1 limited industrial zone, § 106-581 et seq.; M-2 light industrial zone, § 106-611 et seq.; adult businesses, § 106-1021 et seq.; home occupations, § 106-1241 et seq.

²State law reference(s)—Authority of city to license for revenue and regulation purposes, Government Code § 37101; authority of city to license in the exercise of police power and for purposes of regulation, Business and Professions Code § 16000.

meaning of this article. Any person using a fictitious name in collecting his own accounts receivable with the intention of conveying to the debtor that a third party has been employed is engaging in the collection business as contemplated by this article and shall be subject to this article. The term "collection agency" does not include attorneys at law, individuals regularly employed on a regular wage or salary in the capacity of credit men or in another similar capacity upon the staff of employees of any one person not engaged in the business of a collection agency, banks, abstract companies doing an escrow business, duly licensed real estate brokers or agents doing a real estate business, or a merchant-owned nonprofit credit association unless they are conducting a collection agency.

Dancehall means any place where the business of holding or conducting public dances is regularly carried on, provided that nothing in this definition shall be deemed or construed to require the holder of a license to conduct the business of a public dancehall to procure any additional license to conduct a dancing academy, if such dancing academy is conducted at the same location and under the same management as the public dancehall.

Dancing club means any club or association of persons which conducts dances other than public dances for its members or bona fide guests more often than once per month at which a fee is charged, either for admission to such dance or for dancing therein, or at which any collection or donation of money is made or received or in which the amount of dues to be paid by each member is dependent upon attendance at such dances by such member.

Employment agency, employment bureau or booking agency means the business of securing employment for any person for any fee or compensation of any kind or furnishing information regarding or leading to any employment of any kind for which any fee or compensation is received or charged.

Engaged in business means the conducting, managing or carrying on of any profession, trade, calling, occupation or commercial enterprise in the city licensed under this article as owner, officer, agent, manager, employee, servant or lessee of any of them.

Freight forwarding means the business of collecting or consolidating for shipment in carload lots or less or truckload lots or less any goods, wares or merchandise as agent or bailee for any person where a fee is charged for such service.

Gross receipts means the gross receipts of the calendar year and is defined as follows: the total amount of the sale price of all sales, the total amount charged or received for the performance of any act, service or employment of whatever nature it may be, whether such service, act or employment is done as a part of or in connection with the sale of goods, wares, merchandise or not, for which a charge is made or credit allowed, including all receipts, cash, credits and property of any kind or nature, any amount for which credit is allowed by the seller to the purchaser without any deduction therefrom on account of the cost of the property sold, the cost of materials used, the cost of labor or service costs, interest paid or payable, losses or any other expense whatsoever. However, cash discounts allowed or taken on sales shall not be included, and this article shall not be construed to impose any fee upon any business or transaction which the city is not authorized to license or to charge a fee under any law of the state or of the United States. The amount of any federal tax imposed on or with respect to retail sales, whether imposed upon the retailer or upon the consumer, and regardless of whether or not the amount of federal tax is stated to customers as a separate charge, and any state, city or city and county sales or use tax required by law to be included in or added to the purchase price and collected from the consumer or purchaser and such part of the sales price of any property previously sold and returned by the purchaser to the seller which is refunded by the seller by way of cash or credit allowances given or taken as part payment on any property so accepted for resale shall be deducted for the purpose of determining gross receipts under this article. But no deduction shall be made of the amount of any federal manufacturers' or importers' excise tax included in the price of the property sold, even though the manufacturer or importer is also the retailer thereof and whether or not the amount of such tax is stated as a separate charge. Sales of goods, wares or merchandise by persons engaged in selling such articles shall not be considered as producing gross receipts to the extent that such sales are for convenience.

Itinerant vendor means any person who engages in a temporary business for the sale of goods, wares or merchandise and who, for such purpose, hires or occupies any building or structure or portion thereof within the city.

Live entertainment means any entertainment involving performances, or delivery of entertainment by one or more persons, including but not limited to: musical ensembles, solo performers, deejays, karaoke, comics/comedians, theatrical acts (when performed in a venue other than a theater), and dancing.

Live entertainment venue means a building, room, or hall open to the public, with or without charge, which building, room, or hall does not have permanently fixed seats so arranged that a body of spectators can have an unobstructed view of the stage or area where the entertainment is performed.

Peddler means any person, other than a bona fide salesman or solicitor for any person engaged in business and licensed under other sections of this article, who sells or offers for sale goods, wares or merchandise, either by going from place to place for the purpose of selling, offering for sale or delivering such goods or for the purpose of taking or soliciting orders for the future delivery of such goods; or by selling or offering for sale such goods from a stand, park or vehicle in any street or upon or along any sidewalk or parkway or in any doorway or entranceway of any building or upon any unenclosed lot or parcel of land.

Person means all domestic and foreign corporations, associations, syndicates, joint stock companies, partnerships of every kind, clubs, Massachusetts business or common law trusts, societies and individuals engaged in any business, as defined in this section, in the city.

Sale or sell includes and refers to the making of any transfer of title, in any manner or by any means whatsoever; to tangible personal property for a price; and to the serving, supplying or furnishing, for a price, of any tangible personal property fabricated or made at the special order of consumers who do or who do not furnish, directly or indirectly, the specifications therefor. A transaction whereby the possession of property is transferred but the seller retains the title as security for the payment of the price shall likewise be deemed a "sale." This definition shall not be deemed to exclude any transaction which is or which, in effect, results in a sale within the contemplation of law.

Sale for convenience means a sale of new goods, wares or merchandise by a person engaged in selling such articles to another person engaged in selling like or similar kinds of articles: (i) where the primary purpose of the particular transaction or sale is to accommodate the purchaser rather than to make a sale in the ordinary course of business; (ii) where, in the particular kind of business involved, a similar manner of dealing is frequent or customary in the circumstances under which the particular sale is made; and (iii) where goods, wares or merchandise of like or similar kind and of substantially equivalent value to that which was sold is received in consideration. The following types of transactions are sales for convenience when the circumstances stated in (i), (ii) and (iii) are present:

- (1) Transactions in which the seller conveys an article which is in short supply or which, under the circumstances, cannot be obtained by the purchaser through normal sources of supply in sufficient time to permit the purchaser to furnish an equivalent article to a prospective customer.
- (2) Transactions in which, because of the seller's more convenient location relative to a designated point of delivery, the purchaser agrees to reimburse the seller for delivering goods, wares or merchandise at that point to the purchaser's customer in accordance with a contract of sale between the purchaser and his customer.
- (3) Transactions in which, as a matter of business practice, the form of a sale is arranged and entered into by the seller and the purchaser as a substitute for or the equivalent of the transportation of the article or the payment of transportation charges on the article from the point of the delivery to some other point.
- (4) Transactions different in detail from those described in subsections (1) through (3) of this definition but which the clerk has found and by rule determined to be of a kind whose primary purpose is to accommodate the purchaser rather than to make a sale in the ordinary course of business of a kind

which, in the particular kind of business involved, is frequent or customary in the circumstances under which a particular sale is made and of a kind where goods, wares or merchandise of like or similar kind and of substantially equivalent value to that which was sold is received as consideration.

No sale shall be considered a sale for convenience unless it is of a kind described in subsection (1), (2), (3) or (4) of this definition.

Selling goods, wares or merchandise, unless otherwise specifically provided, in addition to any other meaning established at law, is deemed to extend to and include in its application the serving or supplying of meals for a fee or charge.

Street includes all streets, avenues, highways, alleys, courts, lanes, places, squares, curbing, sidewalks or other public ways in this city which have been or may be dedicated as such and open to public use.

(Code 1957, § 12.2)

Cross reference(s)—Definitions generally, § 1-2.

Sec. 22-28. License fee imposed; license required.

There are imposed upon the businesses, trades, professions, callings and occupations specified in this article license fees in the amounts prescribed, and it shall be unlawful for any person to transact and carry on any business, trade, profession, calling or occupation in the city without first having procured a license from the city to do so or without complying with any and all applicable sections of this article.

(Code 1957, § 12.3)

Sec. 22-29. Separate license for each establishment.

- (a) Separate licenses must be obtained for each branch establishment or location of the business engaged in, and each license shall authorize the licensee to engage only in the business licensed thereby at the location or in the manner designated in such license. However, warehouses and distributing plants used in connection with and incidental to a business licensed under this article shall not be deemed to be separate places of business or branch establishments.
- (b) Whenever any person is engaged in two or more wholesale or retail businesses at the same location licensed under section 22-159 of this article, such person shall not be required to obtain separate licenses for each of such businesses, but shall be issued a joint license, and the sum of the gross receipts of all of such businesses so conducted shall be used as the basis for computing the amount of license fee to be paid for the conduct of all such businesses so affected.

(Code 1957, § 12.4)

Sec. 22-30. Permit as prerequisite to issuance.

No license, other than a renewal license, shall be issued under this article when the provisions of this Code or other city ordinance require a permit to be obtained or to be applied for as a prerequisite to entering into or performing any such business, profession, trade, occupation or act until such permit is first so applied for or obtained, as the case may be. Any license issued in violation of this section shall be void.

(Code 1957, § 12.5)

Sec. 22-31. Affidavit required when fee based on weight of vehicle.

Where any license fee prescribed by this article is based upon the unladen weight of any vehicle, an affidavit certifying to the make, type and unladen weight of such vehicle must be filed with the city clerk.

(Code 1957, § 12.6)

Sec. 22-32. Statement required of certain applicants.

- (a) When the license fee required by this article is based upon the amount of gross receipts or is graduated according to some other sliding scale, the applicant must file with the city clerk a written statement, made by the applicant or someone authorized to make the statement and having knowledge of the facts stated therein, showing whichever of the following is applicable to the particular business:
- (1) The gross receipts of the business during the preceding calendar year;
 - (2) The gross production cost during the preceding calendar year;
 - (3) The average number of persons employed or vehicles used during the preceding calendar year;
 - (4) The amount of admission fees or other charges collected;
 - (5) The square-foot area used;
 - (6) The seating capacity of the place of business;
 - (7) The number of barrels of oil pumped or produced during the period on which the license is based;
 - (8) The number of tables, machines or other articles of equipment used; or
 - (9) Such factor other than of size, quantity or volume as the particular license fee may be based upon.

Such written statement shall be made upon forms furnished by the city clerk and shall include a certificate in substance as follows:

"I declare, under penalty of making a false certificate, that this return is made by me, that I am authorized to make such return, and that to the best of my knowledge and belief it is a true, correct and complete return made in good faith for the year stated, pursuant to the provisions of article II of chapter 22 of the Code of the City of San Fernando."

- (b) Where the quarterly or yearly license fee to be paid under any section of this article is based upon the gross quarterly or annual receipts of business transacted or the gross quarterly or annual commissions or fees received or collected, only one such statement need be filed during any calendar year, which statement shall be filed at the time the first license is procured, and the fee to be paid shall be determined by and based upon the statement filed at the time the first license is procured.
- (c) The written statement required in subsection (a) of this section shall be filed at the time the license is applied for, and the city clerk may withhold the issuance of any license until the required statement is furnished.

(Code 1957, § 12.7)

Sec. 22-33. Conclusiveness of statement; audit.

No statement filed under section 22-32 shall be conclusive as to the matters set forth therein, nor shall the filing of the statement preclude the city from collecting, by appropriate action, such sum as is actually due and

payable under this article. The statement and each of the several items therein contained shall be subject to audit and verification by the city clerk or by his deputies.

(Code 1957, § 12.8)

Sec. 22-34. Failure to file statement.

If any person fails to file any statement required by section 22-32 of this division within the time prescribed or if, after demand therefor made by the city clerk, any person fails to file a corrected statement, the city clerk may determine the amount of license fee due from such person from such information as he may be able to obtain and, if necessary, may estimate the fee required to be paid upon the basis of external indices, such as stock on hand, capital invested, dividends paid, sales or other taxes paid, number of people employed, or by considering other facts. If such a determination is made, the city clerk shall give notice of the amount so assessed by serving the notice personally or by depositing the notice in the United States Post Office in the city, postage prepaid, addressed to the person so assessed at his last known address. Such person may, within ten days after the mailing or serving of such notice, make application in writing to the city clerk for a hearing on the amount of the fee. If such application is not so made within the time prescribed, the assessment shall become final. If such an application is filed, the city clerk must cause the matter to be set for hearing within 15 days before a board consisting of the city treasurer, the city clerk and the city attorney or the duly appointed deputy of each. Such board shall consider all evidence produced and shall make written findings thereon, a copy of such findings to be served upon the applicant, in the manner prescribed in this section for the service of the notice of assessment. Such findings shall become final at the expiration of five days from the date of service, within which time exceptions may be filed by the applicant. If filed, the board so appointed shall consider the exceptions and make such modification as may be deemed necessary, and thereupon the final assessment shall be made.

(Code 1957, § 12.9)

Sec. 22-35. Extension of time to file statement.

The city clerk shall have, in addition to all other powers conferred upon him, for good cause shown, the power to extend the time for filing any statement required by section 22-32 of this division for a period of not to exceed 30 days before the statement becomes delinquent, when requested to do so in writing by the person concerned. In such case the city clerk is authorized to waive any penalty that would have otherwise accrued.

(Code 1957, § 12.10)

Sec. 22-36. False statement, certificate or return.

Any person making or filing a false statement, certificate or return under this article, knowing the statement, certificate or return to be false, shall be guilty of a misdemeanor.

(Code 1957, § 12.11)

Sec. 22-37. Preparation and issuance of licenses.

All licenses required under this article shall be prepared and issued by the city clerk upon the payment of the sum required to be paid by this article.

(Code 1957, § 12.12)

Sec. 22-38. Contents of licenses.

(a) Each license issued under this article shall state upon the face thereof the following:

- (1) The person to whom the license is issued.
- (2) The kind of business licensed.
- (3) The amount paid therefor.
- (4) The location of such business.
- (5) The date of expiration of such license.

(b) Each license shall state upon the back thereof the following:

This license constitutes a receipt for the payment of a license fee imposed by the provisions of article II of chapter 22 of the Code of the City of San Fernando and shall have no other legal effect. Said receipt does not authorize the licensee, or any agent or employee thereof to conduct the business or occupation, or to perform any act specified on the reverse side hereof, or to conduct or perform any other business, occupation or act in the City of San Fernando without strictly complying with all the provisions of the ordinances of said city, including but not limited to those requiring a permit from any board, commission, department or officer of the city. THIS RECEIPT DOES NOT CONSTITUTE A PERMIT.

Any receipt issued upon the payment by check of any license fee shall be void unless the amount due is actually received by the city.

(Code 1957, § 12.13)

Sec. 22-39. Issuance of license to debtor licensees.

No license for any ensuing, current or unexpired license period shall knowingly be issued to any person who, at the time of making application for any license, is indebted to the city for any unpaid license fee required to be paid under this article, provided that the city clerk or his duly authorized deputy may enter into an agreement with any person indebted to the city for nonpayment of license fees for any past license period, agreeing with such person that such person may pay delinquent license fees for any past license period in equal installments extending over a period of not to exceed one year. In such agreement, such debtor shall acknowledge his debt to the city and agree, if default is made in the payment of any installment agreed to be paid thereunder, that the whole amount agreed to be paid shall become immediately due and payable and that, if suit is brought to enforce the collection of the amount agreed to be paid under such agreement, the debtor will pay all costs of the suit incurred by the city. If such agreement is executed, licenses for any current or ensuing license period may be issued to any such person upon such person paying the fee prescribed for the current or ensuing license period, together with penalties, if any.

(Code 1957, § 12.14)

Sec. 22-40. Determination of license fee.

- (a) When the amount of the license fee required by this article is based upon gross receipts, such fee shall be ascertained by and computed upon the gross receipts of the preceding calendar year.
- (b) When such fee is based upon the number of barrels of oil pumped or produced, such fee shall be ascertained by and computed upon the number of barrels of oil pumped or produced during the next preceding license period.

- (c) In all other cases such fee shall be ascertained by a strict construction of the sections of this article applicable to the particular business.

(Code 1957, § 12.15)

Sec. 22-41. Due date of fees.

License fees required under this article shall be due and payable at the following times:

- (1) Annual licenses on January 1 of each year.
- (2) Semiannual licenses on January 1 and July 1 of each year.
- (3) Quarterly licenses on January 1, April 1, July 1 and October 1 of each year.
- (4) Monthly licenses on the first day of each and every month.
- (5) Daily licenses in advance on each day.

(Code 1957, § 12.16)

Sec. 22-42. Payment of license fee in advance in lawful money.

All license fees required by this article shall be paid in advance to the city clerk in lawful money of the United States.

(Code 1957, § 12.17)

Sec. 22-43. Amount of license fee for newly established businesses.

The first license fee for any newly established business shall be ascertained and paid in the following manner:

- (1) Except when the license required is for the whole or any fractional part of any license period or the fee is based upon gross receipts, gross production costs, gross costs of work done, or a number of barrels of oil pumped or produced, any applicant for a license for a proposed new business shall, at the time of obtaining the first license, pay the minimum fee required.
- (2) In the cases expressly mentioned in subsection (1) of this section, the first license for newly established businesses shall be ascertained and paid in the following manner: The applicant shall at the time of making application pay the minimum amount required to be paid, the amount not to be prorated, and, at the expiration of the license period and before obtaining a license for any subsequent license period, such person shall file a written statement in the form of and setting forth the particulars required by the statement referred to in section 22-32 of this division and shall pay at such time such additional sums as may be found to be due based on the gross receipts, gross production costs, gross cost of work done, or oil produced or pumped during the license period then expiring. The license fees for the license period subsequent to the first license period shall be ascertained and paid in the manner prescribed in this article.

(Code 1957, § 12.18)

Sec. 22-44. Acceptance of fee different from that due.

No person charged with the enforcement of this article shall knowingly accept or receive any sum in payment of any fee due under any section of this article which is less than or greater than the amount actually required to be paid under this article. However, if a discrepancy exists between the amount of the fee paid and the amount of the fee due under this article resulting in an underpayment or overpayment of the fee in an amount of \$1.00 or less, the city clerk may accept and record such underpayment or overpayment without other notification to the payor.

(Code 1957, § 12.19)

Sec. 22-45. Deficiency determination of fee; notice.

- (a) If the city clerk is not satisfied with any statement or return of the license fee or the amount of the fee made under this article, he may compute and determine the amount to be paid upon the basis of the facts contained in the statement or return or upon the basis of any information in his possession or that may come into his possession. One or more deficiency determinations may be made of the amount of the fee due for a period. When a business is discontinued, a determination may be made at any time within three years thereafter as to any liability arising out of such business, whether or not the determination is issued prior to a date the fee would otherwise be due.
- (b) Notice shall be given in writing, either by personal service or by deposit of such writing in the United States mail, with postage prepaid, addressed to the person at the address of the location of the business appearing on the face of the license issued to him or to such other address as he shall register with the city clerk for the purpose of receiving notices provided under this article.

(Code 1957, § 12.20)

Sec. 22-46. Delinquent fees.

Unless otherwise specifically provided for in other sections of this article, all license fees required to be paid by this article shall be deemed delinquent if not paid on, before or within the following prescribed time:

- (1) *Annual licenses*: On or before the close of business on the last day of the month following the month in which the fee became due.
- (2) *Semiannual licenses*: On or before the last day of the month following the month in which the fee became due in each semiannual period.
- (3) *Quarterly licenses*: On or before the close of business on the last day of the month in which the fee became due.
- (4) *Monthly licenses*: On or before the close of business on the last day of the month in which the fee became due.
- (5) *Daily licenses*: On or before the close of business of each day for which the fee is due.
- (6) Fees arising when a business has been discontinued, dissolved or otherwise terminated: Within 45 days of the date of the termination of the business.
- (7) *Deficiency determinations*: Within 30 days of the date of notification.

(Code 1957, § 12.21)

Sec. 22-47. Penalty for failure to pay fee generally.

Any person who fails to pay any fee required to be paid by this article, excepting deficiency determinations made by the city clerk under section 22-45 of this division, within the time required, shall pay a penalty of ten percent of the amount of the fee in addition to the amount of the fee.

(Code 1957, § 12.22)

Sec. 22-48. Penalty for continued delinquencies.

Any person who fails to pay any delinquent license fee, excepting deficiency determinations made by the city clerk under section 22-45 of this division, on or before the last day of the fourth month following the date on which the fee first became delinquent shall pay a second penalty of ten percent of the amount of the fee in addition to the amount of the fee and the ten-percent penalty imposed by section 22-47. Additional penalties at a rate of ten percent per month will be imposed thereafter until such time as payment has been received. Penalties shall not exceed the amount of the original fee imposed.

(Code 1957, § 12.23; Ord. No. 1574, § 2, 8-21-2006)

Sec. 22-49. Penalty for deficiency determination.

Any person who fails to pay a deficiency determination within 30 days after the city clerk has notified him of the amount thereof in accordance with section 22-45 of this division shall pay a penalty of ten percent of the amount of such determination in addition to such amount.

(Code 1957, § 12.24)

Sec. 22-50. Penalty for negligence.

If the city clerk determines that the nonpayment of any license fee is due to negligence or willful disregard of this article, a penalty of ten percent of the amount of the fee shall be added thereto, in addition to the penalties stated in sections 22-47 and 22-48 of this division. If the city clerk determines that any part of the deficiency of a deficiency determination is due to negligence or willful disregard of this article, a penalty of ten percent of the amount of the deficiency determination shall be added thereto in addition to the penalties stated in section 22-49.

(Code 1957, § 12.25)

Sec. 22-51. Penalty for fraud.

If the city clerk determines that the nonpayment of any license fee is due to fraud, a penalty of 25 percent of the amount of the fee shall be added thereto, in addition to the penalties stated in sections 22-47 and 22-48 of this division. If the city clerk determines that any part of the deficiency of a deficiency determination is due to fraud, a penalty of 25 percent of the amount of the deficiency determination shall be added thereto in addition to the penalties stated in section 22-49.

(Code 1957, § 12.26)

Sec. 22-52. Penalty for delinquency for newly established business.

A newly established business for which a quarterly or monthly license is required, no penalty shall be imposed if the fee is paid within 30 days after commencement of operations; otherwise, penalties shall be imposed as for any other business.

(Code 1957, § 12.27)

Sec. 22-53. Penalty becomes part of fee.

Every penalty imposed under this article shall become a part of the fee required to be paid.

(Code 1957, § 12.28)

Sec. 22-54. Interest on unpaid fees.

- (a) In addition to any penalties imposed by this article, any person who fails to pay any fee required to be paid by this article shall pay interest at the rate of one-half of one percent per month or fraction thereof on the amount of the fee, exclusive of penalties, from the date on which the fee first became delinquent until paid. Any person who is required to pay any deficiency determination shall pay interest at the rate of one-half of one percent per month or fraction thereof on the amount of the deficiency of the fee, exclusive of any penalty imposed, from the first day of delinquency following the period for which the fee or any portion thereof should have been paid until the date of payment. Interest shall run during any period of time for which an extension of time has been granted by the city clerk. Interest required by this section shall not be subject to waiver or compromise other than in accordance with section 22-44 of this division.
- (b) For a newly established business for which a quarterly or monthly license is required, no interest shall accrue if the fee is paid within 30 days after the commencement of operation; otherwise, interest shall accrue as for any other business.
- (c) All interest that accrues under this section shall become a part of the fee required to be paid under this article.

(Code 1957, § 12.29)

Sec. 22-55. Overpayment of fees.

No refund or allowance for credit for the overpayment of a license, occupation or other revenue license fee imposed by this article shall be made except under the following procedure:

- (1) No claim shall be allowed in whole or in part unless filed with the city clerk within a period of three years from the date of the overpayment for which a refund is claimed, and all such claims for refund of the amount of the overpayment of any of such fees must be filed with the city clerk on forms and in the manner prescribed by him.
- (2) For the purpose of allowing overpayments as credit against underpayments of such fees, where such overpayment has been received by the city within the three years next preceding, the city clerk, when making determinations of the amount of fees due the city, shall make an allowance of credit for any such overpayment, and, where an overpayment has been made prior to an underpayment, no penalty shall apply upon the amount of the underpayment satisfied by the prior overpayment.

- (3) Nothing in this section shall be deemed to bring into being or validate any claim for refund arising from a cause existing prior to the effective date of the ordinance from which this section derives if such claim, whether filed or not, was or would have been invalid because of the then-existing statutory term, and nothing in this section shall be deemed to validate, revive, restore or continue any such claim for refund filed and denied.

(Code 1957, § 12.30)

Sec. 22-56. Compromise of claims for fees.

The city clerk, with the written approval of the city attorney, is authorized to compromise any claim for a license fee imposed by this article amounting to less than \$100.00. With the approval of the city attorney and the city council, the clerk may compromise any claim for such a fee amounting to \$100.00 or more.

(Code 1957, § 12.31)

Sec. 22-57. Suit to recover fee.

Any sum required to be paid under this article shall be deemed a debt to the city, and any person who engages in any business required to be licensed without first obtaining a license to do so shall be liable to an action by and in the name of the city in any court of competent jurisdiction for the recovery of any such amount.

(Code 1957, § 12.32)

Sec. 22-58. Period of validity.

All licenses provided for by this article shall be valid only for the period for which issued.

(Code 1957, § 12.33)

Sec. 22-59. Duplicates.

Duplicate licenses may be issued by the city clerk to replace any license previously issued which has been lost or destroyed, upon the applicant's filing an affidavit thereof attesting to such fact.

(Code 1957, § 12.34)

Sec. 22-60. Transfer.

No license issued pursuant to this article shall be transferable except as follows:

- (1) Upon receipt of an application for transfer of a license within the current license period or on or before the last day of the second month of the license period next following the license period in which the successors of a business assume control or ownership, accompanied by such evidence of transfer of ownership or control as may be required by the city clerk, the city clerk shall transfer the license in the name of the transferee. Only the following shall be entitled to such transfer of license:
 - a. Duly qualified representatives of licensees regularly appointed by courts of competent jurisdiction, assignees for the benefit of creditors, spouses and the child or children of deceased licensees.

- b. A new corporation organized and controlled by an individual or unincorporated licensee and which corporation has acquired the assets of and is continuing the established business previously owned and operated by such individual or unincorporated licensee.
 - c. An individual or a partnership where the individual or the members of the partnership were the stockholders of a corporation that owned and operated a business and which corporation has been dissolved and the individual or the partnership has acquired the assets of the corporation for the purpose of continuing the established business previously owned and operated by the incorporated licensee.
 - d. For a successor to a business holding a license under section 22-121 of this article covering premises where the use of a coin-operated phonograph or similar device is permitted, such license may be transferred to such successor notwithstanding other subsections of this section.
- (2) Notwithstanding other sections of this article, where a new partnership consisting of the surviving members of a dissolved partnership or consisting of the surviving member of a dissolved partnership plus a new member or a new partnership consisting of the previous owner plus a partner is formed for the purpose of continuing an established business or where the surviving member of a dissolved partnership continues an established business, it may be deemed not to be a change of ownership, and the business may be continued under the license originally issued without transfer other than correction as to name, for which correction no fee shall be charged.
- (3) When the amount of the license fee is based upon or measured by gross receipts or any other measure of quantity of business done during the preceding calendar license period, the fee due for the license period following the one during which the business was transferred pursuant to this section shall be computed upon the total gross receipts or other measure of business done during the entire preceding license period by both the transferor and the transferee of the license or when a license was continued due to the organization, reorganization or dissolution of a partnership, the fee due for the license period following the one in which the license was continued pursuant to this section shall be computed upon the total gross receipts or other measure of business done during the entire preceding license period by all the participants in ownership.
- (4) A licensee may, upon application therefor, have his existing license amended by the city clerk so as to authorize the conduct of his business at a new location.

(Code 1957, § 12.35)

Sec. 22-61. Cessation of business operation.

Any person ceasing to operate a business in the city between license renewal periods shall file an affidavit of business gross receipts or other taxable measurement since the last renewal date, if the person has a valid license, and remit the required fees to cover the gross receipts or measurement. If the person does not have a valid license, that person shall be required to bring the license current prior to settling for the current period.

(Code 1957, § 12.35.1)

Sec. 22-62. Display or possession of license; vehicle stickers; labels for coin-operated machines.

Except as otherwise specifically provided by this article, all licenses must be kept and posted in the following manner:

- (1) Subject to other sections of this article, any licensee engaged in business at a fixed place of business shall keep the license issued posted in a conspicuous place upon the premises where such business is conducted.
- (2) Any person engaged in business in the city, but not operating from a fixed place of business, shall keep the license issued to him upon his person at all times while engaging in such business.
- (3) Any person operating or conducting any business, fees of which are computed upon the basis of the number of vehicles or pushcarts used in such business or the equipment necessary or convenient to the conduct of such business, shall keep the license issued for the equipment, apparatus, device or vehicle firmly affixed to such equipment, apparatus, device or vehicle in a license holder furnished by the city clerk.
- (4) When the license fee is based upon the number of trucks, trailers, tractors or horse-drawn vehicles, the city clerk shall issue a separate license and license sticker for each such vehicle. The license shall be kept in a license holder as prescribed in subsection (3) of this section. The sticker issued by the city clerk shall be firmly affixed and kept upon the vehicle for which the license is issued and shall not be transferable.
- (5) It shall be a misdemeanor for any person to whom a vehicle sticker has been issued pursuant to this section to give away, sell or transfer any such vehicle sticker or permit its use by another.
- (6) Each coin-operated machine, instrument or device, the operation of which is licensed under this article, shall have stamped upon it or affixed thereon the name, address and telephone number, if any, of the owner or operator thereof.
- (7) The city clerk shall issue one stamp or label for each coin-operated machine, instrument or device, which shall be affixed thereto to indicate that the required fee has been paid for each current year. Whenever any machine is found available to the public for operation and the required license label or seal is not affixed thereon, the city clerk shall seal the coin opening or slot in a manner such as will render the coin device inoperative. It shall be unlawful for any person to break or permit to be broken any such seal without written authorization from the city clerk to do so. A service charge of \$10.00 shall be paid to the city clerk by the owner or operator of any such machine so sealed for the removal of such seal.

(Code 1957, § 12.36)

Sec. 22-63. Exhibition of license upon demand.

The city clerk and all of his deputies shall have the power and authority to enter, free of charge and at any time, any place of business required to be licensed by this article and to demand an exhibition of such license. Any person having any such license theretofore issued in his possession or under his control who fails to exhibit the license on demand shall be guilty of a misdemeanor.

(Code 1957, § 12.37)

Sec. 22-64 Unlawful business not authorized.

- (a) No license issued under this article shall be construed as authorizing the conduct or continuance of any illegal or unlawful business or the provision or sale of any service or product that is illegal under the laws of the United States or the State of California, or any ordinance of the city. Notwithstanding any provision of this Code to the contrary, no business license shall be issued for any use of land, operation, or business in all planning areas, districts, or zones within the city that is in violation of local, state and/or federal law.

- (b) No license shall be issued under this article relating to the establishment and/or operation of any business or the provision or sale of any service or product relating to adult-use or medicinal "commercial cannabis activity," as such term is defined in California Business and Professions Code Section 26001(k) and as the same may be amended from time to time.

(Code 1957, § 12.38; Ord. No. U-1603, § 3, 1-18-2011; Ord. No. 1604, § 1, 2-7-2011; Ord. No. 1654, § 2, 5-16-2016; Ord. No. U-1669, § 3, 9-18-2017; Ord. No. 1690, § 3, 4-6-2020)

Sec. 22-65. Exemption of charitable and religious activities; independent contractors.

- (a) This article shall not be construed to require the payment of a license fee to operate or carry on the functions of any charitable or religious institution, organization or association organized for charitable or religious purposes and conducted solely for such purposes nor the payment of any license fee to engage in teaching, preaching or otherwise disseminating any religious tenets or beliefs of any religion, nor shall a license fee be required for the conducting or staging of any concert, exhibition, lecture or entertainment where the net receipts, if any, derived therefrom are to be used solely for charitable or benevolent purposes within the city, and not for the purpose of private gain. No license fee shall be required to be paid by any religious, charitable, fraternal, educational, military, state, county or municipal organization or association for the conducting or staging of any entertainment, dance, concert, exhibition or lecture when the net receipts derived from any of such are to be used wholly for the benefit of such organization and not for the purpose of the private gain of any individual.
- (b) An independent contractor who, for profit or gain, undertakes to carry on any business or activity for the conduct or operation of which a license is required by any section of this article shall not be exempted from the payment of the fee established therefor because of the fact that he has paid or agreed to pay or turn over to any charitable institution or organization a portion of the receipts or profits of the business or activity, as a reward or recompense for the sponsorship of the business or activity, or for any other reason, and such a contractor shall not be deemed to be acting for charitable purposes only.

(Code 1957, § 12.39)

Sec. 22-66. Application for exemption, investigation.

Any applicant for a license who claims exemption from the payment of the license fee, pursuant to section 22-65, shall make an application for such exemption upon a form furnished by the city clerk. The application shall be forwarded to the city council who shall make or cause to be made such investigation of the applicant and the business or activity carried on or proposed to be carried on as may be necessary to determine whether or not such business or activity is in fact conducted for charitable purposes only and whether the proceeds thereof are to be used for the purposes mentioned in section 22-65. The council shall endorse its finding upon the application and return the application to the clerk. If the finding is to the effect that the business or activity is in fact carried on or proposed to be carried on for charitable purposes only, and that the proceeds thereof are to be used for the purposes mentioned in section 22-65, the clerk shall issue the license to the applicant without the payment of the license fee, provided the applicant has complied with all other applicable sections of this article. The license so issued shall show on its face that it was issued without fee and the reason therefor. If the finding is otherwise, the clerk shall not issue the license unless the regular fee therefor is first paid, as in any other case.

(Code 1957, § 12.40)

Sec. 22-67. Burden on interstate commerce.

Nothing in this article shall be construed as requiring a license or paying of a license fee for the doing of any act which would constitute an unlawful burden upon or an unlawful interference with interstate or foreign commerce or which would be in violation of the Constitution or the laws of the United States or of the state.

(Code 1957, § 12.41)

Sec. 22-68. Enforcement generally.

It shall be the duty of the city clerk and he is directed to enforce each and all of the sections of this article, and the chief of police shall render such assistance in the enforcement of this article as may, from time to time, be required by the city clerk.

(Code 1957, § 12.42)

Sec. 22-69. Examination of licensees' and applicants' books and records.

The city clerk and any of his deputies are authorized to examine, audit and inspect such books and records of any licensee or applicant for a license as may be necessary, in the judgment of the city clerk, to ascertain the correct amount of the license fee due under this article. All licensees, applicants for licenses and persons engaged in business are required to permit an examination of such books and records for such purpose.

(Code 1957, § 12.43)

Sec. 22-70. Use and disclosure of information obtained from examination or audit.

- (a) Any information or data obtained from any examination or audit authorized by this article or from any statement required by this article shall be used for the purpose of enforcing this article and no other purpose. It shall be unlawful for any city officer or employee to make known in any manner whatever any of the business affairs, operations or information obtained by an investigation of records or equipment of any person from whom such information has been obtained for the purpose of administering and enforcing this article or the amount or source of income, profits, losses, expenditures or any particular thereof set forth or disclosed in any return or to permit any return or copy thereof or any book containing any abstract or particulars thereof to be seen or examined by any person. However, any such information may be given and any such return or books may be shown to another city official or employee for the sole purpose of administering or enforcing any section of this article.
- (b) The city clerk may, in writing, authorize the examination of the returns by federal or state officers or employees or by the tax officers of any other city, if a reciprocal arrangement exists. Successors, receivers, trustees, executors, administrators, assignees and guarantors of taxpayers, if directly interested, may, at the option of the city clerk and with the approval of the city attorney, be given information concerning the particular taxpayers they respectively represent as to the items included in the measure and amounts of any unpaid tax or amounts of tax required to be collected with interest and penalties.

(Code 1957, § 12.44)

Sec. 22-71. Inspection of places of business.

The city clerk, in the exercise of the duties imposed upon him by this article and acting through his deputies, shall examine all places of business in the city to ascertain whether or not there is compliance with this article.

(Code 1957, § 12.45)

Sec. 22-72. Complaint against violators.

It shall be the duty of the city clerk and each of his deputies to cause a complaint to be filed against any person found to be a violator of any of the sections of this article.

(Code 1957, § 12.46)

Sec. 22-73. Remedies cumulative.

The conviction and punishment of any person for engaging in any business without first obtaining a license to conduct such business shall not relieve such person from paying the license fee due and unpaid at the time of such conviction, nor shall the payment of any license fee prevent a criminal prosecution for the violation of any of the sections of this article. All remedies prescribed shall be cumulative, and the use of one or more remedies by the city shall not bar the use of any other remedy for the purpose of enforcing this article.

(Code 1957, § 12.47)

Sec. 22-74. Rules and regulations of city clerk.

The city clerk is authorized to make such rules and regulations as may be necessary to aid or assist in the enforcement of this article.

(Code 1957, § 12.48)

Sec. 22-75. Appeals.

Any person aggrieved by any decision of an administrative officer or agency with respect to the issuance or refusal to issue any license under this article may appeal to the city council by filing a notice of appeal with the clerk of the council. The council shall thereupon fix a time and place for hearing such appeal. The clerk of the council shall give notice to such person of the time and place of hearing by serving it personally or by depositing it in the United States Post Office in the city, postage prepaid, addressed to such person at his last known address.

(Code 1957, § 12.49)

Secs. 22-76—22-100. Reserved.

DIVISION 2. SCHEDULE

Sec. 22-101. Scope.

Subject to all of the sections of division 1 of this article, a license is required to be obtained by every person engaged in any of the businesses, trades, callings or professions specified in this division, and for such license a fee is imposed in the amount prescribed in this division.

(Code 1957, § 12.50)

Sec. 22-102. Amusement devices or machines.

- (a) For every person who lets or permits, upon premises over which he has control, the use or operation of any amusement device, machine, video game, pinball machine or apparatus, except such machines, devices, games or apparatus as are described and referred to in section 22-110, 22-121 or 22-149 of this division, and the operation or use of which results from or is permitted or allowed by the insertion of any coin, slug or token of value into the machine, device, game or apparatus or any device attached thereto or by the payment of any fee, the fee shall be \$150.00 per machine per year or fractional part thereof for each such premises or location where the use of any such machine, device, game or apparatus is let or permitted, whether or not such person is the owner of such machine, device, game or apparatus.
- (b) The term "person" as used in this section shall include the following:
 - (1) Any owner of any such machine, device, apparatus, game, table or board.
 - (2) The person in whose place of business any such machine, device, apparatus, game, table or board is placed for use by the public.
 - (3) Any person having control over such machine, equipment or device, game, table or board.

However, the payment of any such fee or other license fee therefor under any other section of this article by any person enumerated in subsection (b)(1), (2) or (3) of this section shall be deemed compliance with this section.

- (c) Each such apparatus, machine, device, pin marble game, table or board of the kind or character referred to in this section shall have stamped upon the apparatus, machine, device, pin marble game, table or board a serial number to identify such machine, and any license issued pursuant to this section shall be issued for a particular machine, apparatus, device or any pin marble game, table or board. Such license shall be affixed upon the machine for which it was issued in a conspicuous place and shall remain upon such machine, device, apparatus, pin marble game, table or board until a new and different license is issued for such machine, device, apparatus, pin marble game, table or board. No license shall be transferable to any person or from one machine, apparatus or device to another.

(Code 1957, § 12.51)

Cross reference(s)—Amusements and entertainments, ch. 10.

Sec. 22-103. Amusement parks.

Every person operating an amusement park within any grounds, garden or enclosure wherein shows, exhibitions or amusements of any character are presented, shown or staged shall pay a license fee of \$775.00 per quarter.

(Code 1957, § 12.52)

Cross reference(s)—Amusements and entertainments, ch. 10.

Sec. 22-104. Amusement rides.

- (a) Every person engaged in the business of conducting or operating a Ferris wheel, scenic railway, or any ride by boat or car for the amusement of the public, any merry-go-round, swing, or similar device shall pay a license fee of \$120.00 per year or fractional part thereof.
- (b) This section shall not apply to the holder of a license authorizing the conduct of an amusement park licensed under other sections of this article.

(Code 1957, § 12.53)

Cross reference(s)—Amusements and entertainments, ch. 10.

Sec. 22-105. Arcades.

Every person who lets or permits, upon premises over which he has control, an arcade wherein five or more coin-operated or slug-operated amusement machines are maintained or one or more coin-operated or slug-operated still or motion picture machines, projectors or similar contrivances are maintained and which are not otherwise specifically licensed or specifically exempted from a license by any other section of this article shall pay a license fee of \$300.00 per year.

(Code 1957, § 12.53.1)

Sec. 22-106. Auctioneers and auction houses.

Every individual person who, as an employee or as an independent contractor, engages in the business of auctioneer shall pay a license fee of \$240.00 per year or fractional part thereof.

(Code 1957, § 12.54)

Sec. 22-107. Automobile parking lot or storage place.

The license fee for an open air automobile parking place, storage lot or storage place where motor vehicles are parked or stored and when a charge is made directly or indirectly for such parking or storage shall be \$30.00 per year or fractional part thereof.

(Code 1957, § 12.55)

Cross reference(s)—Traffic and vehicles, ch. 90.

Sec. 22-108. Automobile rentals.

Any person engaged in the business of letting the use of any passenger automobile or motor-propelled vehicle for the carriage of persons, to be driven by and to be routed under the direction of the person hiring the automobile or vehicle, shall pay a license fee of \$30.00 per year per vehicle.

(Code 1957, § 12.56)

Sec. 22-109. Automobile wrecking.

Every person engaged in the business of automobile wrecking shall pay a license fee of \$150.00 per year or fractional part thereof.

(Code 1957, § 12.57)

Sec. 22-110. Bowling alleys; pingpong courts; skeeball machines, alleys or courts; shuffleboard tables or courts; pool or billiard tables.

- (a) Every person operating any bowling alley; pingpong court; skeeball machine, alley or court; or any shuffleboard table or court or pool or billiard table having less than 24½ square feet of playing surface or who, in the conduct of any business, uses, operates or maintains any such alley, court, table or machine or rents or lets the use of any such alley, court, table or machine for the purpose of being used in playing any of such games and which is not otherwise licensed or specifically exempted from license by any other section of this article shall pay a fee of \$25.00 per year or fractional part thereof for each such alley, court, table or machine. However, the provisions of this section as to pool or billiard tables shall apply only where there is only one such table in any premises and where the operation and maintenance thereof is not the principal activity of the premises where such a table is located.
- (b) Nothing in this section or this article shall require the payment of a fee for engaging in the activities licensed in this section when engaged in by a bona fide nonprofit social club which is organized for social purposes and not for profit and which maintains or operates the facilities required for the members of the club as incidental to the purpose of the club and not as a primary purpose thereof

(Code 1957, § 12.58)

Sec. 22-111. Boxing (amateur) or wrestling.

Any person promoting or staging any boxing (amateur) or wrestling event or exhibition in any structure or arena shall pay a license fee of \$25.00 for each such exhibition or contest.

(Code 1957, § 12.59)

Sec. 22-112. Buses.

- (a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Base weeks means the third week in January, the third week in April, the second week in July, and the first week in October; provided, however, that the city clerk may, from time to time, order that there be substituted in lieu of any of the four weeks designated in this definition the week next preceding or next succeeding such designated week. If any such order by the clerk occurs, the operator shall be notified thereof at least ten days prior to the first day of the substituted week.

Bus means and includes any motorbus, motorcoach, trolley bus, omnibus, passenger stage, or similar vehicle using either a self-contained source of power or power obtained from another source such as an overhead trolley system, not operated upon fixed tracks or rails, and primarily designed for the transportation of more than seven passengers, excluding the driver.

Bus revenue mile means the operation, for one mile, of a bus then and there made available for use as a common carrier in the transportation of persons or property for hire.

Gross receipts means the same as that set forth in section 22-27 of this article and includes the total gross receipts of the operator, together with the full cash value of any consideration received in a form other than cash, from the following:

- (1) The transportation of persons and property by bus, as a common carrier, and from advertising and all other privileges or services in, on or by buses while being so operated, including receipts from the sale of tokens, tickets and passes, and from all contracts, by the terms of which the operator agrees to furnish transportation by bus, as a common carrier, whether or not such transportation is actually furnished; and
- (2) The rental, of any bus operated in this city as a common carrier, or of property operated, installed or maintained in any street in the city for use in connection with the operation of any bus as a common carrier, or from permitting others to use or occupy any part thereof, and from allowing others any privilege whatsoever with respect thereto; provided, however, that for any operator transporting passengers in areas outside this city, only that proportion of subsection (1) of this definition shall be included, which number of bus revenue miles operated in this city in the last four consecutive base weeks, the latest of which terminates within the next preceding license period bears to the total number of bus revenue miles operated in such base weeks.

Operator means any person engaging in business, either directly or indirectly, as a common carrier in the transportation of persons by bus upon any street in this city.

Week means a Sunday and the next six succeeding days.

- (b) *Transporting*. Every person engaged in the business of transporting persons as a common carrier for hire, by bus, upon or over any street in this city, which business includes the loading or discharging of passengers on the city streets, shall pay for each calendar year or portion thereof or, if required by the city clerk, for each calendar quarter or portion thereof, a sum equal to 2½ percent of the gross receipts of the next preceding license period, but not less than \$25.00 per year or \$6.25 per quarter, as the case may be.
- (c) *Exemption*. This section shall not apply to the following:
 - (1) Any municipal corporation or other political entity.
 - (2) The gross receipts derived from or the bus revenue miles traveled by any bus which is being operated solely pursuant to any license issued under any other section of this article.
 - (3) The business of operating buses in this city pursuant to a franchise granted by city ordinance, which franchise provides for payment to the city of not less than 2½ percent of the gross receipts. The exemption extended by this subsection shall not apply to all such franchise operations commencing January 1, 1955.

(Code 1957, § 12.60)

Sec. 22-113. Buying and selling junk, rubbish and waste materials from vehicles.

Any person collecting, buying, selling or otherwise dealing in scrap metal, rags, papers, junk, rubbish, waste material or refuse matter of any kind, who does not have a fixed place of business in the city, shall pay a license fee of \$200.00 per year or fractional part thereof.

(Code 1957, § 12.61)

Sec. 22-114. Buying and selling rags, paper or junk at fixed place of business; salvage and conversion plant operation.

- (a) Any person buying, selling, collecting or otherwise dealing in used or secondhand rags or paper, at a fixed place of business in the city, shall pay a license fee of \$200.00 per year or fractional part thereof.
- (b) The fee for persons buying, selling, collecting or otherwise dealing in articles commonly known or referred to as junk, excepting only rags or paper, and including, but not limited to, old or secondhand sacks, cans, bottles or metals, at a fixed place of business in the city, shall be \$240.00 per year or fractional part thereof. However, a person licensed under this subsection may deal in the commodities or materials mentioned in subsection (a) of this section without obtaining an additional license under subsection (a) of this section.
- (c) Any person carrying on a salvage and conversion plant operation, including the manufacture and sale of byproducts, shall pay a license fee of \$1,000.00 per year or fractional part thereof.

(Code 1957, § 12.62)

Sec. 22-115. Card rooms or social card clubs.

Every person engaged in the operation, maintenance or conducting of a card room or social card club, as defined by section 10-106, shall pay a license fee of \$500.00 per quarter or any portion thereof, plus an additional \$150.00 per quarter or any portion thereof for each playing table or unit used in the licensed premises, payable quarterly in advance.

(Code 1957, § 12.125)

Sec. 22-116. Carnivals.

- (a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Carnival means any fair, festival, bazaar, entertainment, exhibition, amusement, or like activity, whether having concessions or not or whether or not at which, in conjunction with which, or adjacent to which a ride, such as a merry-go-round, Ferris wheel, swing, miniature train, or any other similar device, is operated.

Concession means any booth, stand or space at which any game of skill or amusement is offered and in which the public is permitted or invited to participate for a charge.

Person operating and conducting the ride device means the person operating and conducting the carnival. However, if the ride device operated at the carnival or such ride device together with equipment for operating a concession has been leased, furnished or otherwise supplied to any person or organization for operation by such person or organization in connection with or adjacent to the carnival, the lessor or supplier of such device or of such device and such equipment is defined to be the person operating or conducting the carnival, and he shall pay the license fee provided in this section. If there is no ride device operated at, adjacent to, or in conjunction with the carnival, the person operating or conducting the games of skill and chance is defined to be the person operating and conducting the carnival. If the games operated at the carnival or such games together with the equipment for operating a concession have been leased, furnished or otherwise supplied to any person or organization for operation by such person or organization in connection with or adjacent to the carnival, the lessor or supplier of such games or such games and such equipment is defined to be the person operating or conducting the carnival, and he shall pay the license fee provided in this section. If there is more than one such operator or conductor, each shall be jointly and severally liable for the payment of the license fee.

- (b) *License fee.* Any person conducting or operating any carnival shall pay a license fee of \$150.00 for the first day and \$100.00 for each additional day.
- (c) *Exemption.* If any person otherwise exempt from license fees under this section by virtue of section 22-65 of this article uses in connection with any such carnival any ride such as a merry-go-round, Ferris wheel, swing, miniature train, or any other similar device for which any consideration of any kind, in any form, is paid, whether by rental, percentage of the gross receipts, any share of the profit, or otherwise, the license fees provided in this section shall be paid, notwithstanding section 22-65 of this article.

(Code 1957, § 12.63)

Cross reference(s)—Streets, sidewalks and other public places, ch. 74.

Sec. 22-117. Cesspool cleaners or drainers.

Every person engaged in the business of pumping, cleaning or draining of cesspools shall pay a license fee of \$50.00 per year for each vehicle used in such business.

(Code 1957, § 12.64)

Sec. 22-118. Check cashers.

Every person cashing payroll checks for a fee or charge and every person whose business consists, in whole or in part, of cashing checks for others for a fee or charge shall pay a license fee of \$120.00 per year or fractional part thereof.

(Code 1957, § 12.65)

Sec. 22-119. Christmas tree dealers.

Any person selling or offering for sale Christmas trees at retail and not from a fixed place of business dealing in other commodities and previously licensed under subsection 22-142(2) of this division shall pay a license fee of \$50.00 per quarter or fractional part thereof.

(Code 1957, § 12.66)

Sec. 22-120. Circuses and similar exhibitions.

The license fee for conducting a circus or similar exhibition shall be \$250.00 per day.

(Code 1957, § 12.67)

Sec. 22-121. Coin-operated phonographs and music machines.

- (a) Every person who lets or permits, upon premises over which he has control, the use of any coin-operated phonograph, television instrument, radio or other device for the playing or furnishing of music or other programs, the operation of which results from the insertion of a coin, slug or token of value, whether placed or inserted directly into such machine or into a device causing its operation, and which is not otherwise licensed or specifically exempted from a license by any other section of this article, the license fee shall be \$25.00 per year or fraction thereof for each such premises or location where the use of any such machine or device is permitted, whether or not such person is the owner of such machine or device.

- (b) Subsection (a) of this section shall not be deemed to apply to the installation of any such device in any room used solely for dwelling purposes and installed for the use of the occupants thereof. However, the maintenance or operation of any such coin-operated machine installed for use by occupants of dwelling quarters, when maintained or operated for profit or gain, shall be subject to a license under section 22-122 of this division.

(Code 1957, § 12.68)

Sec. 22-122. Coin-operated scales and service machines.

- (a) Every person maintaining or operating any coin-operated scales, weighing device, baggage-checking device, radio or any other coin-operated machine or device, whether or not of the same general character as those specifically enumerated in this subsection, which renders any service or furnishes any program or information in return for a coin or token of value, installed or maintained for profit or gain, the operation of which machine or device is not otherwise specifically licensed or specifically exempted from a license under any other section of this article, shall pay a license fee in the sum of \$6.00 per machine per year or fractional part thereof for machines requiring \$0.05 or more for the operation thereof, and \$3.00 per machine per year or fractional part thereof for machines requiring less than \$0.05 to operate.
- (b) Nothing in this section shall be construed to require the payment of any license fee under this section for the operation of any automatic telephone or any coin box for the receipt of fares on any carrier or any other coin-receiving device, the use of which is merely incidental to the conduct of another business operating under any franchise or under any occupational license expressly granted or issued therefor under any other section of this Code or city ordinances or under any other section of this article.
- (c) Every person who has a business interest in the maintenance of any machine, the operation of which is subject to license under this section, and who receives the profit of any share thereof from its operation or who, for profit or gain, permits its maintenance in his place of business or who maintains the machine or lets its use in another's place of business for either a fixed or variable charge or recompense shall be deemed to be in the business of operating the machine and shall be liable for the payment of the license fee established in this section. Where two or more persons are interested financially in the maintenance or operation of any such machine, the payment of the license fee imposed by any one of them shall constitute full compliance with this section.
- (d) The city clerk shall issue one stamp or label for each machine operated by any licensee, which shall be affixed thereto to indicate that the required fee has been paid for each current year. The clerk shall seal the coin opening or slot on each machine not bearing such a label after the penalty for nonpayment of the fee has accrued under this article. It shall be unlawful for any person to break any seal affixed pursuant to this subsection without written authorization to do so issued by the clerk.

(Code 1957, § 12.69)

Sec. 22-123. Cold storage plants.

The license fee for conducting a cold storage warehouse or refrigerating plant for the purpose of storing fruits, vegetables, meat, fish, eggs or dairy products, shall be \$72.00 per year, plus \$6.00 per year for each 1,000 square feet or fractional part thereof of floor area of such warehouse or plant in excess of 2,500 square feet.

(Code 1957, § 12.70)

Sec. 22-124. Collection agencies.

- (a) The license fee for conducting a collection agency shall be \$75.00 per year for the first \$25,000.00 or less of gross receipts, plus \$3.00 per year for each additional \$1,000.00 or fractional part of such gross receipts.
- (b) In computing the license fee imposed by this section, there shall be deducted from gross receipts the amount received as the result of collections made outside the state.

(Code 1957, § 12.71)

Sec. 22-125. Commission merchants or brokers.

Every commission merchant or broker shall pay a license fee of \$15.00 per year for the first \$5,000.00 or less of gross receipts of such business, plus \$3.00 per year for each additional \$1,000.00 or fractional part thereof.

(Code 1957, § 12.72)

Sec. 22-126. Contractors.

- (a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Contractor means any person, except an owner, who contracts for a project with another person who is licensed by the state as a contractor or architect or registered civil engineer acting solely in his professional capacity, who, in any capacity other than as an employee of another with wages as the sole compensation, undertakes to or offers to undertake to or purports to have the capacity to undertake to or submits a bid to or does himself or by or through others construct, alter, repair, add to, subtract from, improve, move, wreck or demolish any building, highway, road, railroad, excavation or other structure, project, development or improvement or to do any part thereof, including the erection of scaffolding, other structures or works in connection therewith.

Gross receipts has the meaning as that set forth in section 22-27 of this article and also includes the total cost of the job or project covered by the contract to which the contractor is a party, without deduction for subcontracts, and irrespective of whether the contract is one on a fixed price or on a cost-plus basis or one under the terms of which the contractor acts as agent for the owner. The term "gross receipts," however, includes only receipts from jobs or projects located within the city limits.

- (b) *Fee.* Every person engaged in business as a contractor shall pay a license fee in the sum of \$50.00 per year for the first \$12,000.00 or less of gross receipts, plus \$0.96 per year for each additional \$1,000.00 or fractional part thereof.

(Code 1957, § 12.73)

Sec. 22-127. Dancehalls.

The license fee required to be paid under this article for conducting any public dancehall, shall be based upon the square-foot area of the dance floor as follows:

- (1) For 1,000 square feet or less of dance floor area in such dancehall, \$125.00 per year.
- (2) Over 1,000 square feet of dance floor area in such dancehall, \$250.00 per year.

(Code 1957, § 12.74)

Sec. 22-128. Dancing clubs.

Any person conducting a dancing club shall pay \$187.50 per year as a license fee.

(Code 1957, § 12.75)

Sec. 22-129. Distributors of advertising matter.

Every person engaged in the business of distributing advertising samples, handbills, dodgers or advertising matter of any kind and employing five persons or less shall pay a license fee of \$50.00 per year or, at his option, \$2.50 per day per person employed. If such person employs more than five persons, the fee shall be \$100.00 per year or, at his option, \$2.50 per day per person employed.

(Code 1957, § 12.76)

Cross reference(s)—Advertising, ch. 6.

Sec. 22-130. Drilling, cleaning or pulling pipe from wells.

Any person drilling water wells, oil wells or test wells by the use of any portable drilling rig; engaging in the business of cleaning out oil wells or water wells; or in the business of pulling casing, tubing, oil string drill pipes or sucker rods therefrom shall pay a license fee of \$37.50 per quarter for each portable rig used in such business.

(Code 1957, § 12.77)

Sec. 22-131. Exhibitions, lectures, shows and entertainments.

Every person conducting, operating or presenting any lecture, entertainment, show or exhibition not otherwise required to pay a license fee therefor under other sections of this division, where an admission fee is charged, received or collected or where no admission fee is charged, received or collected but donations of any kind or character are solicited or accepted, the fee shall be \$150.00 per year or fractional part thereof or, at his option, which may not be revoked as to any period for which a fee has been paid, \$15.00 per day. However, if no admission fee is charged, received or collected and no donations of any kind or character are solicited or accepted or if the person conducting, operating or presenting the lecture, entertainment, show or exhibition charged a fee under this section is a person mentioned in subsection 22-142(8) of this division, no fee shall be required to be paid by such person.

(Code 1957, § 12.78)

Sec. 22-132. Fire, closing-out and wrecking sales.

Every person conducting a fire sale, closing-out sale or wrecking sale shall pay a license fee of \$200.00 per quarter. However, the license fee specified in this section shall not be applicable to a bona fide merchant licensed as such who is closing his business and selling out merchandise then on hand or who has had a fire and is selling only the merchandise damaged in such fire.

(Code 1957, § 12.79)

Sec. 22-133. Fortunetellers.

- (a) *Definitions.* For the purposes of this section, the term "fortunetelling" shall mean and include astrology, palmistry, phrenology, life-reading, fortunetelling, cartomancy, clairvoyance, clairsaudience, crystal gazing, mediumship, spirit photography, spirit writing, spirit voices, spirit materialization, etherealization, prophecy, augury, divination, magic, necromancy, fortunetelling by handwriting analysis, or other similar business or act.
- (b) *Fee.* Every person engaged in the business of fortunetelling shall pay a license fee of \$300.00 per year or any portion thereof.

(Code 1957, § 12.130)

Sec. 22-134. Golf courses, miniature golf courses and driving or archery ranges.

The license fee for a golf course, miniature golf course, golf practice driving range or archery range shall be \$150.00 per year.

(Code 1957, § 12.80)

Sec. 22-135. Hotels, roominghouses or residential rentals.

Every person engaged in the business of conducting or operating a hotel, roominghouse, boardinghouse, apartment house, lodginghouse, duplex, triplex, house court or bungalow court and every person engaged in the business of renting or letting rooms, apartments or other accommodations for dwelling, sleeping or lodging in any such place or engaged in the business of renting or letting rooms, apartments or other accommodations for dwelling, sleeping or lodging in a single-family dwelling shall pay for each rental unit a license fee of \$25.00 per year or fractional part thereof for the first \$15,000.00 or less derived from such rental unit, plus \$3.00 per year for each additional \$1,000.00 of gross receipts or fractional part thereof in excess of \$15,000.00. However, one such rental unit may be exempt from the fee if the owner resides in the exempted rental unit.

(Code 1957, § 12.81)

Sec. 22-136. Ice dealers.

Every person selling ice at retail, the delivery of which is made by the use of any motor vehicle or other transportation device, shall pay a license fee of \$40.00 per year or fractional part thereof for each such motor vehicle or other transportation device.

(Code 1957, § 12.82)

Sec. 22-137. Landscape gardeners.

Every person engaged in the business of landscape gardening shall pay a license fee of \$25.00 per year for the first \$10,000.00 or less of gross receipts, plus \$1.00 per year for each additional \$1,000.00 of gross receipts or fractional part thereof.

(Code 1957, § 12.128)

Sec. 22-138. Laundries, cleaning and dyeing; linen supply; agent or collector.

Every person engaged in the business of washing, ironing, drying, cleaning, dyeing, sizing, blocking or pressing any clothing, wearing apparel, garment, linen, fabric, or similar materials or similar article of personal property, whether accomplished by hand, machine or any coin-operated machine operated by such person, his employee or any customer, or furnishing or letting the use of any towels, linens, aprons, bedding, napkins, table covers, or any other article of personal property of a similar nature or collecting or delivering any such article as an agency or otherwise, for a fee or charge, the license fee shall be \$30.00 per year or fractional part thereof for the first \$25,000.00 or less of gross receipts, plus \$1.20 per year for each additional \$1,000.00 of gross receipts or fractional part thereof in excess of \$25,000.00. A person engaged in a business subject to a fee under this section who, at the same location, is also engaged in any business subject to a fee under subsection 22-142(2) of this division or, at the same location, makes minor alterations or repairs to the clothing, wearing apparel, garments, linens, fabrics, or similar material being washed, ironed, dried, cleaned, dyed, sized, blocked or pressed, in lieu of paying a separate business fee and obtaining separate registration certificates under this Code for the conduct of each such business may combine the gross receipts of all such businesses at that location and, upon the basis of that computation, pay a combined business fee and obtain a single registration certificate under this section for all businesses at that location.

(Code 1957, § 12.83)

Sec. 22-139. Leasing or renting tangible personal property.

- (a) *Definition.* For the purpose of this section, the term "tangible personal property" shall mean personal property which may be seen, weighed, measured, felt or touched, or which is in any other manner perceptible to the senses.
- (b) *Fees.* Any person leasing or renting any tangible personal property not specifically licensed by other sections of this article shall pay a license fee of \$50.00 per year or fractional part thereof for the first \$12,000.00 or less of gross receipts, plus \$2.50 per year for each additional \$1,000.00 or fractional part thereof, provided that gross receipts of \$1,000,000.00 or more shall be charged at the rate of \$1.25 for each \$1,000.00 in excess of \$1,000,000.00 of gross receipts.
- (c) *Exemption.* Nothing contained in this section shall be construed to require the inclusion of the amount received for the leasing or renting of tangible personal property, the entire use of which is made wholly outside the state.

(Code 1957, § 12.84)

Sec. 22-140. Lunch or refreshment wagons.

Any person operating any lunch or refreshment wagon in or upon any public street or upon any unenclosed area, vacant lot or parcel of land shall pay a license fee of \$50.00 per year.

(Code 1957, § 12.85)

Sec. 22-141. Massage parlors.

Every person engaged in the business of or holding himself out to the public as engaged in the business of conducting a massage parlor, where facial massage, fomentations, massage, electric or magnetic treatment, or alcohol rubs are administered or given shall pay a license fee of \$200.00 per year.

(Code 1957, § 12.86)

Sec. 22-142. Miscellaneous businesses.

Every person transacting, engaging in, conducting, operating and carrying on the business, trade, calling or professions enumerated in this section shall pay a license fee as follows:

- (1) *Wholesalers; exemption of blind persons.* Every person manufacturing and selling any goods, wares or merchandise at wholesale or selling any goods, wares or merchandise at wholesale and not otherwise specifically licensed by other sections of this article shall pay, for each calendar year or portion thereof, a license fee of \$100.00 for the first \$50,000.00 or less of gross receipts and, in addition thereto, \$0.96 per year for each additional \$1,000.00 of gross receipts or fractional part thereof in excess of \$50,000.00. Gross receipts of \$1,000,000.00 or more shall be charged at the rate of \$0.48 for each \$1,000.00 in excess of \$1,000,000.00 of gross receipts, and blind persons need not include the first \$20,000.00 of gross receipts in the computation of the amount of the fee due under this subsection, nor shall they be required to pay the minimum fee of \$100.00. This exemption shall not subject blind persons to subsection (5) of this section.

The term "blind person," within the meaning of this subsection, shall mean a person having not more than ten percent visual acuity in the better eye, with correction. Such blindness shall be certified by a duly licensed and practicing physician, skilled in the diseases of the eye, or by a duly licensed and practicing optometrist or by the bureau of vocational rehabilitation of the department of education of the state, and the exemption provided by this subsection shall not apply until a certificate as to such blindness shall be furnished the city clerk.

For the purpose of this subsection, the term "wholesale sale" or "sale at wholesale" means a sale of goods, wares or merchandise for the purpose of resale in the regular course of business.

- (2) *Retailers; exemption of blind persons.* Every person manufacturing and selling any goods, wares or merchandise at retail or selling any goods, wares or merchandise at retail and not otherwise specifically licensed by other sections of this article shall pay, for each calendar year or portion thereof, a license fee of \$50.00 for the first \$25,000.00 or less of gross receipts and, in addition thereto, \$1.20 per year for each additional \$1,000.00 of gross receipts or fractional part thereof in excess of \$25,000.00. Gross receipts of \$1,000,000.00 or more shall be charged at the rate of \$0.60 for each \$1,000.00 in excess of \$1,000,000.00 of gross receipts, provided that blind persons need not include the first \$20,000.00 of gross receipts in the computation of the amount of the fee due nor shall they be required to pay the minimum fee of \$50.00. This exemption shall not subject blind persons to subsections (5) and (6) of this section.

The term "blind person," within the meaning of this subsection, shall mean a person having not more than ten percent visual acuity in the better eye, with correction. Such blindness shall be certified by a duly licensed and practicing physician, skilled in the diseases of the eye, or by a duly licensed and practicing optometrist, or by the bureau of vocational rehabilitation of the department of education of the state, and the exemption provided by this subsection shall not apply until a certificate as to such blindness shall be furnished to the city clerk.

For the purpose of this subsection, the term "retail sale" or "sale at retail" means a sale of goods, wares or merchandise for any purpose other than resale in the regular course of business.

- (3) *Wholesalers and retailers.* When a person is engaged in the business of manufacturing and selling at wholesale and also at retail or is selling at wholesale and also at retail but not manufacturing, and not otherwise specifically licensed by other sections of this article, separate statements showing the amount of the wholesale and retail business, respectively, of any such business shall be fixed, and

separate licenses based upon the wholesale portion of such business and retail portion of such business must be obtained. The fees fixed for such license for the wholesale part of such business are such as are prescribed for wholesale businesses referred to in subsection (1) of this section, and the fees prescribed for the retail part of any such businesses are such as are prescribed for the retail businesses mentioned in subsection (2) of this section. If such separate statements are not filed or if sufficient records have not been kept which will enable the wholesale part and the retail part of such business to be ascertained, the retail rates prescribed by subsection (2) of this section shall be paid, and all business done by any such person, whether wholesale or retail, shall, for the purpose of this article, be considered as retail business.

- (4) *Sales outside state.* Nothing in subsections (1), (2) and (3) of this section shall be construed to require the inclusion in the computation of the amount of the fee due thereunder of the gross receipts of the sales of goods which are shipped to the purchasers of such goods by the seller to points outside of the state.
- (5) *Professions.* Every person engaged in any profession as an independent contractor and not as an employee of another, and not specifically licensed by other sections of this article, shall pay a license fee of \$100.00 per calendar year or fractional part thereof for the first \$25,000.00 or less of gross receipts and, in addition thereto, \$2.40 per year for each additional \$1,000.00 or fractional part thereof of gross receipts in excess of \$25,000.00. Gross receipts of \$1,000,000.00 or more shall be charged at the rate of \$1.20 for each \$1,000.00 in excess of \$1,000,000.00 of gross receipts.
- (6) *Occupations.* Every person engaged in any trade, calling, occupation, vocation or other means of livelihood as an independent contractor and not as an employee of another, and not specifically licensed by other sections of this article, shall pay a license fee of \$75.00 per calendar year or fractional part thereof for the first \$25,000.00 or less of gross receipts and, in addition thereto, \$2.40 per year for each additional \$1,000.00 or fractional part thereof of gross receipts in excess of \$25,000.00. Gross receipts of \$1,000,000.00 or more shall be charged at the rate of \$1.20 for each \$1,000.00 in excess of \$1,000,000.00 of gross receipts.
- (7) *Persons engaged in more than one business.* A person engaged in more than one trade, calling, occupation, vocation, profession, or other means of livelihood embraced within this section shall consolidate all gross receipts and shall be issued one license covering all such activities. Any person engaged in any activities embraced within this section, in addition to activities covered by any other section of this article, shall obtain separate licenses for the activities covered by such other sections.
- (8) *Receipts excluded from gross receipts.* As used in this section, the term "gross receipts" does not include the following:
 - a. Receipts from a trade, calling, occupation, vocation, profession, or other means of livelihood which this city is prohibited from receiving a fee for under the Constitution or laws of the United States or under the constitution or laws of the state.
 - b. Receipts of community chests, funds, foundations or corporations organized and operated for religious, hospital or charitable purposes, not conducted for profit and no part of the net earnings of which inures to the benefit of any private shareholder or individual.
 - c. Receipts of nonprofit educational institutions of collegiate grade, defined to mean institutions incorporated as colleges or seminaries under state laws, which require for regular admission the completion of a four-year high school course or its equivalent and which confer upon their graduates at least one academic or professional degree, based on a course of at least four years in liberal arts and sciences or on a course of at least three years in professional studies such as law, theology, education, medicine, pharmacy, architecture, fine arts, commerce or journalism; receipts of nonprofit secondary schools which are duly accredited by the University of California; and receipts of nonprofit elementary full-time day schools in which instruction is given in the first

to the eighth grades, inclusive, in the several branches of studies required to be taught in the public schools of the state.

- d. Receipts of Rotary, Kiwanis and Lions Clubs; nonprofit automobile clubs; chambers of commerce and other community service organizations; also receipts of trade associations such as Merchants and Plumbers Association, Merchants and Manufacturers Association, and labor organizations.
 - e. Receipts of:
 - 1. Railroad companies, including street railways, defined to include interurban electric railways;
 - 2. Sleeping car, dining car, drawing-room car and palace car companies; refrigerator, oil, stock, fruit and other car companies operating upon the railroads in this city;
 - 3. Companies doing express business on any railroad, steamboat, vessel or stage in this city;
 - 4. Telegraph companies; and
 - 5. Companies engaged in the transmission or sale of gas or electricity.
 - f. Receipts of persons acting as agents or brokers whose compensation is fixed on a commission or fee basis, other than such commission or fee.
 - g. Receipts from the publication and sale of newspapers, magazines and other periodicals regularly issued at average intervals not exceeding three months.
- (9) *Allocation of receipts.* When the gross receipts are derived from or attributable to sources both within and without the city, the license fee imposed by this section shall be measured by the gross receipts derived from or attributable to sources within the city. Such gross receipts shall be determined by an allocation upon the basis of payroll, value and situs of tangible property; general expenses; or by reference to any of these or other factors or by such other method of allocation as is fairly calculated to determine the gross receipts derived from or attributable to sources within this city. Gross receipts attributable to isolated or occasional transactions at places outside the city but within the state, where the licensee is not engaged in business, shall be considered as gross receipts derived from or attributable to sources within this city. Gross receipts derived from or attributable to sources within this city include: (i) gross receipts from tangible or intangible property located or having situs in this city and (ii) when not contrary to law, gross receipts from any activities carried on in this city regardless of whether carried on in interstate, intrastate or foreign commerce.

Allocation formulas designed to carry into effect the purpose of this subsection shall be adopted by the city clerk by rules and regulations. The city clerk is authorized, in the application to individual cases of such rules and regulations and the formulas therein contained, to make such modifications in formulas as may be necessary to carry out the intent of this subsection.

If the city clerk reallocates gross receipts upon his examination of any return, he shall, upon the written request of the licensee, disclose to him the basis upon which the reallocation has been made.

(Code 1957, § 12.87)

Sec. 22-143. Moneylenders.

- (a) *Fees.* Subject to subsection (b) of this section, the license fee for every person engaged in the business of loaning money, advancing credit, or loaning credit or arranging for the loan of money or the advancing of credit or loaning of credit for and on his own behalf or on behalf of any other person as principal, agent or broker, whether security of any kind is taken for such loan or advance or not, or purchasing or discounting or arranging for the purchase or discounting of any obligation of money due or to become due or any evidence

of any obligation of money due or to become due, whether or not such obligation or evidence is secured or guaranteed and whether the person so purchasing or arranging for the purchase of such items acts as principal, agent or broker, shall be \$1,000.00 per year for each person. Where any such loan is secured by jewelry only, the license fee shall be \$150.00 per year.

- (b) *Exemptions.* Subsection (a) of this section shall not apply to the business of loaning money, advancing credit, or arranging for the loan of money or the advancing of credit as principal or agent, where the obligation to repay the money loaned or debt incurred or to compensate for the advancement of credit is secured by a lien on real property or some interest in real property, nor shall this section apply to the business of purchasing, either as principal or agent, any debt or evidence of debts secured by any lien upon real property, nor shall this section apply to any transaction involving the purchase or sale of real property.

(Code 1957, § 12.88)

Sec. 22-144. Movie takers and producers generally.

- (a) Every person taking or producing one or more moving or motion pictures or photoplays and having no fixed place of business in the city shall pay a daily fee as follows:
- (1) For the first day, \$300.00.
 - (2) For every additional day of the same shoot, \$100.00.
 - (3) Still photography, \$100.00 per day.
- (b) Additional fees may be charged for rental of city property and/or use of city personnel.
- (c) As defined in section 22-451 of chapter 22 of the San Fernando Municipal Code, charitable films, city produced public access films, family videos, news reporters, student films, and studios are exempt from the fee required by this section.

(Code 1957, § 12.89; Ord. No. 1574, § 1, 8-21-2006; Ord. No. 1579, § 1, 8-6-2007)

Sec. 22-145. Museums.

- (a) The license fee for a person conducting a museum where curiosities or objects of interest connected with science, art or literature are exhibited or displayed and a fee is charged for admission thereto or any donation or anything of value is solicited or accepted or a person conducting any museum of anatomy, whether or not a fee is charged for admission, shall be \$100.00 per year or fractional part thereof.
- (b) Nothing in this section shall be deemed or construed to apply to arcades, circuses, exhibitions or amusement parks licensed under other sections of this article.
- (c) If any goods, wares or merchandise are sold or offered for sale or if any article or commodity is sold or offered for sale in any such museum to which no admission fee is charged or if such museum is maintained for the purpose of attracting purchasers for any goods, wares or merchandise, article or commodity sold or offered for sale in any such museum, the license fee provided for in this section shall be paid.

(Code 1957, § 12.90)

Sec. 22-146. Music teachers.

Every person engaged in the calling of teaching music shall pay a license fee of \$15.00 per year.

(Code 1957, § 12.91)

Sec. 22-147. Newsstands.

The license fee for operating or maintaining a newsstand in or upon any public street or in, upon or at any other public place in the city shall be \$3.00 per quarter.

(Code 1957, § 12.92)

Sec. 22-148. Oil production.

- (a) Every person producing oil from any well located in the city shall pay a license fee of \$5.00 per quarter for each such well producing 400 barrels or less of oil per quarter, plus \$0.025 per barrel of oil produced by each such well in excess of 400 barrels per quarter.
- (b) For the purpose of this section, a well shall be deemed to be located in the city if the surface location of the well or the surface of the well itself is located in the city, regardless of where the hole of the well may be bottomed.

(Code 1957, § 12.93)

Sec. 22-149. Operators of microscopes, lung testers, muscle testers or similar machines or instruments.

Any person exhibiting, showing or letting the use of any microscope, lung tester, muscle tester, galvanic battery, automatic photograph machine, or any machine or instrument of like character which is not otherwise specifically licensed or specifically exempted from license by any other section of this article shall pay a license fee of \$18.00 per year or fractional part thereof for each such machine or instrument.

(Code 1957, § 12.94)

Sec. 22-150. Peddlers.

- (a) *Fees.* For every person engaged in the business of peddling, the following license fee shall be paid:
 - (1) For each person proposing to peddle on foot, \$15.00 per quarter or \$50.00 per year.
 - (2) For each person proposing to peddle from a wagon, motor vehicle, or other vehicular conveyance, \$15.00 per quarter or \$50.00 per year.
 - (3) For each helper or assistant to a licensed peddler using a vehicle, \$10.00 per quarter. The helper must procure a permit as required by this Code or city ordinances regulating peddlers and shall pay the license fee provided in this subsection.
 - (4) Blanket license fee. Whenever any person employs or wholesales goods to peddlers, as defined in this article, in the conduct of his business, he may, in lieu of the license fee required to be paid by such peddlers, pay a blanket license fee of \$100.00 per year, plus \$10.00 per year per peddler so employed or engaged, which peddler must obtain a permit as required by this Code or city ordinances regulating peddlers, provided he:
 - a. Makes application for such blanket license in his own name.
 - b. Keeps and maintains a current list of the peddlers employed or associated with him as retailers, which list shall be furnished to the city clerk or the chief of police on request.

(Supp. No. 37)

Created: 2023-06-05 09:52:23 [EST]

- (b) *Exemption of blind persons.* Subsection (a) of this section shall not apply to blind persons. This exemption shall not subject such blind persons to subsections 22-142(5) and (6) of this division. The term "blind person," within the meaning of this subsection, means a person having not more than ten percent visual acuity in the better eye, with correction. Such blindness shall be certified by a licensed physician and surgeon who specializes in diseases of the eye or by the state bureau of vocational rehabilitation of the department of education, and the exemption provided by this subsection shall not apply until a certificate as to such blindness shall be furnished to the city clerk.

(Code 1957, § 12.95)

Cross reference(s)—Peddlers and solicitors, ch. 58; streets, sidewalks and other public places, ch. 74.

Sec. 22-151. Rental of office, commercial buildings, etc.

- (a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Casual tenant or casual tenancy means any tenant or tenancy where the consideration paid or agreed to be paid consists exclusively of services; or where, after examining all the facts, the city clerk determines that the only tenancy is that of one or more tenants paying to a sublessor primarily on a cost-sharing basis for the space used involving less than 25 percent of the space under the control of the sublessor, and is terminable at will.

Gross receipts has the same meaning as in section 22-27 and specifically includes all amounts paid by a tenant to a lessor for services performed or materials used or utilities or facilities furnished by the lessor on the premises or in connection with the tenant's use, possession, or the right to possess the premises. Gross receipts also includes any receipts paid by a tenant to a lessor for the use or possession of land or the right to use or possess land other than that upon which the building or structure is located but which is used or possessed or is available for use or possession by a tenant for purposes related to his tenancy. Gross receipts also includes all amounts paid as prepaid rent.

Lessor includes a licensor and a person granting a concession.

Tenant or tenancy includes tenants and tenancies of all types, and persons occupying and the occupation of a building or structure or space in a building or structure under any license or any concession agreement with a lessor. The right to use or possess such space shall be deemed to be the same as actual occupation.

- (b) *License fee.* For every lessor engaged in the business of renting or letting a building or structure of any kind on land located in the city to a tenant for purposes other than dwelling, sleeping or lodging or renting or letting space or the use or possession of space or the right to use or possess space in such a building or structure to a tenant for such purposes, the license fee shall be \$25.00 per year or fractional part thereof for the first \$15,000.00 or less of gross receipts derived from such business, plus \$1.25 per year for each additional \$1,000.00 of gross receipts or fractional part thereof in excess of \$15,000.00.
- (c) *Applicability.* For the purposes of this section, the business described in subsection (b) of this section shall, unless an exemption or partial exemption is provided in this section, include renting and letting of every kind and character, whether by an owner, lessee or sublessee, and licensing and the granting of a concession by any of them, without regard to the length of the term of the tenancy, the date of its commencement, expiration or renewal, without regard to the number of tenants a lessor may have or the number of buildings or structures or the quantity of space in the buildings or structures a lessor may have available for renting or letting to a tenant. A lessor otherwise subject to the fee described in subsection (b) of this section shall not be exempt therefrom because of the fact that one or more persons may reside within the building or structure where either the primary purpose of the particular tenancy or the primary use or right of use by the particular tenant is for some purpose other than dwelling, sleeping or lodging. No lessor otherwise subject to the tax described in subsection (b) of this section shall be exempt therefrom because of the fact

that his tenant proposes to operate or does in fact operate the building or structure as a premises for a business subject to tax under another section.

- (d) *Exemptions.* The following persons, when engaged in the described activity, shall not be deemed to be engaged in the business described in subsection (b) of this section:
- (1) Persons engaged in the business of maintaining a storage or warehouse and required to pay a fee for that business under this division.
 - (2) Persons engaged in the business of providing space in a building or structure for the parking or storage of automobiles and required to pay a fee for that business under other sections of this division.
 - (3) Persons engaged in the business of operating a theater, exhibition hall or any similar place of public assemblage or entertainment, to the extent that his receipts are charges collected by him from patrons for admission to the premises.
 - (4) To the extent that his business activity includes renting to casual tenants, a person otherwise subject to tax under subsection (b) of this section.
 - (5) To the extent that his gross receipts are received as compensation for permitting coin-operated machines and devices to be placed or to remain on or within the premises under the control of the lessor.
 - (6) Persons conducting, operating, promoting or sponsoring a bona fide trade show, where the bona fide trade show does not exceed 14 days; neither shall such persons be subject to fees under any other section of this division by virtue of engaging in any activity for which an exemption is granted in this subsection.
- (e) *Registration certificate.* A lessor required by this section to pay a fee need obtain only one registration certificate, but he shall include in the measure of the fee the gross receipts derived from all businesses taxed by this section engaged in by him within the city, whether at one or more than one location. At the time the fee provided in this section is remitted, the city clerk may require the registrant to furnish a statement of the number of such businesses conducted by him, giving the street address of each location, the amount of gross receipts attributable to each location, and designating a location at which the registration certificate issued shall be posted.

(Code 1957, § 12.129)

Sec. 22-152. Physical culture institutions.

- (a) *Fees.* The license fee for a physical culture institution, where instruction in physical culture or beauty culture, calisthenics or exercises are given to subscribers, students or pupils, shall be \$150.00 per year.
- (b) *Exemptions.* This section shall not apply to any gymnasium maintained in connection with any private club or to any private school where instruction other than physical culture is also given, nor shall this section require the operator of any such business to obtain an additional license for the giving or administering of massages or furnishing baths, bath supplies or bath equipment to bona fide subscribers, students or members of such institutions.

(Code 1957, § 12.98)

Sec. 22-153. Pool and billiard rooms.

Every person who conducts or operates any pool or billiard room or who, for a fee or charge of any kind, lets to players the use of any pool table, billiard table, or similar device with a playing surface of 24½ square feet or

larger or who keeps any such table or device available for such use, the license fee shall be \$30.00 per year for each table or device, whether used or not, which is kept upon the premises. This section shall apply regardless of whether the table is maintained as an incident to the conduct or operation of a social or athletic club or as an adjunct of any other private institution or activity, if a charge is imposed for the use thereof. However, this section shall not apply to only a single pool or billiard table having a playing surface of less than 24½ square feet where the operation and maintenance thereof is not the principal business activity of the premises where such a table is located, and the premises in which the table is located shall not be considered a pool or billiard room because of the presence of such single table.

(Code 1957, § 12.99)

Sec. 22-154. Private patrols or night watch service.

Any person conducting a night watch service or private patrol or engaged in the business of acting as a private police officer shall pay a license fee of \$50.00 per year or fraction thereof for the first \$25,000.00 or less of gross receipts, plus \$2.00 per year for each additional \$1,000.00 or fractional part thereof. Gross receipts of \$1,000,000.00 or more shall be charged at the rate of \$1.00 for each \$1,000.00 in excess of \$1,000,000.00 of gross receipts.

(Code 1957, § 12.100)

Sec. 22-155. Promoters of baseball, football and other games or exhibitions.

Every person promoting or staging any baseball, football, soccer, tennis, polo, swimming or similar exhibition, event or contest shall pay a license fee of \$50.00 per month or, at his option, \$10.00 per day. However, when the game promoted or played or the exhibition given is softball and no participant therein receives any compensation for participation therein and the admission charge or entrance fee for spectators is \$0.15 or less, the license fee required to be paid shall be \$2.50 per day or, at the option of the applicant for the license, \$10.00 per month.

(Code 1957, § 12.101)

Sec. 22-156. Public camps or trailer camps, parks or lots.

Every person engaged in the business of operating any public camp or trailer camp, park or lot where the public may rent camping, trailer or tent space or services provided or available in connection with such space, the license fee shall be \$60.00 per year.

(Code 1957, § 12.102)

Sec. 22-157. Public dances.

The license fee for conducting or staging any public dance, whether for profit or not, to which the public at large is admitted or in which the public at large is allowed to participate, shall be \$25.00 per day.

(Code 1957, § 12.103)

Sec. 22-158. Riding academies.

Any person conducting the business of a riding academy where instruction in horseback riding is given shall pay a license fee of \$50.00 per year.

(Code 1957, § 12.104)

Sec. 22-159. Sales and deliveries to fixed places of business.

Every person engaged in the business of soliciting orders and making sales and deliveries of goods, wares, merchandise, meats, produce, or other food products or other articles to fixed places of business in the city, the license fee shall be \$100.00 for the first \$50,000.00 or less of gross receipts and, in addition thereto, \$0.96 per year for each additional \$1,000.00 of gross receipts or fractional part thereof in excess of \$50,000.00, provided that:

- (1) Gross receipts of \$1,000,000.00 or more shall be charged at the rate of \$0.48 for each \$1,000.00 in excess of \$1,000,000.00 of gross receipts.
- (2) Blind persons, as defined in section 22-142, need not include the first \$20,000.00 of gross receipts in the computation of the amount of the fee due thereunder nor shall they be required to pay the minimum fee of \$100.00. This exemption shall not subject such blind person to subsection 22-142(5).
- (3) Persons doing business of the type described in this section and in an amount less than \$25,000.00 per year shall pay a license fee of \$50.00.

(Code 1957, § 12.96)

Sec. 22-160. Sales and deliveries of food products on established routes.

Every person engaged in the business of selling and distributing food products from house to house on an established route in the city and where such person is not licensed under some other section of this Code, the license fee shall be \$15.00 per quarter or \$40.00 per year.

(Code 1957, § 12.97)

Sec. 22-161. Secondhand dealers.

- (a) *Fees.* The license fee for buying, selling or otherwise dealing in secondhand goods, wares or merchandise shall be \$30.00 per year for the first \$25,000.00 or less of gross receipts, plus \$1.20 per year for each additional \$1,000.00 of gross receipts or fractional part thereof. However, notwithstanding any other section of this article, persons engaged in such business only as a temporary trade show, exhibition, exposition or the like may pay such fee prorated for the calendar quarter during which such show, exhibition, exposition or the like is conducted.
- (b) *Exemption of dealers accepting secondhand goods as partial payment.* Whenever any person engaged in any business licensed under this article and, as an incident to such business, accepts secondhand goods, wares and merchandise as part payment on new merchandise, such person shall not be required to obtain a license under this section and, for the doing of such acts, shall not be considered as dealing in secondhand merchandise within the meaning of this section.
- (c) *Exemption of dealers in secondhand machinery.* Nothing in this section shall be deemed or construed as applying to dealers in used or secondhand machinery, wherein the volume of such secondhand business is less than 12½ percent of the entire gross business of such dealer in any one calendar year, provided such

dealer files an affidavit together with a filing fee in the amount of \$5.00 with the city clerk prior to February 1 of each year, setting forth a statement of the previous year's business and giving the amount of total sales in dollars and the amount of secondhand sales in dollars, by months, and stating that the secondhand portion of the business during the preceding calendar year has not exceeded 12½ percent of such machinery sold.

Upon the filing of such affidavit, the applicant shall be exempt from the license payment provided for in this section; provided, however, that any person selling any secondhand articles of machinery in any one calendar year and who fails to file the affidavit provided for in this subsection within the time specified shall be barred from such license exemption for the ensuing year.

The affidavit of each machinery dealer shall include a true and correct report of business done and a statement that such dealer will, at all times, render himself available for inspection by a representative of the city clerk's office and that he will keep a continuous register of all sales of new and secondhand articles of machinery by dates and consecutive numbers.

For the purpose of this subsection, the term "machinery dealer" is defined to be a person carrying on the business of selling or dealing in articles of machinery used for construction purposes.

- (d) *Exemption of dealers in secondhand automobiles, motor vehicles, books and magazines.* Nothing in this section shall be deemed or construed as applying to dealers in used or secondhand automobiles or motor vehicles or to the business of dealing in secondhand books or magazines.

(Code 1957, § 12.105)

Cross reference(s)—Secondhand goods, ch. 66.

Sec. 22-162. Sharpening tools and cutlery.

Any person sharpening or grinding any tools or cutlery and traveling from place to place or house to house for such purpose and using any wagon or vehicle in connection therewith shall pay a license fee of \$40.00 per year for each such vehicle. If such person travels from place to place or house to house on foot, using no wagon or vehicle, \$20.00 per year shall be paid as a license fee.

(Code 1957, § 12.106)

Sec. 22-163. Shoe repairers.

Any person repairing or rebuilding shoes shall pay for each calendar year or portion thereof a license fee of \$30.00.

(Code 1957, § 12.107)

Sec. 22-164. Shoeshine stands or parlors.

The license fee for a shoeshine stand or parlor shall be \$15.00 per year.

(Code 1957, § 12.108)

Sec. 22-165. Shooting galleries or ranges.

- (a) *Fees.* Any person conducting or operating a shooting gallery or shooting range shall pay a license fee of \$125.00 per year for each such range or gallery.

(b) *Exemption.* This section shall not apply to the holder of an amusement park license.

(Code 1957, § 12.109)

Sec. 22-166. Sideshows or aftershows.

Any person conducting a sideshow or aftershow to a circus, where a separate fee is charged, received or collected, shall pay a license fee of \$25.00 per day.

(Code 1957, § 12.110)

Sec. 22-167. Skating rinks.

The license fee for an ice or roller skating rink shall be \$100.00 per quarter.

(Code 1957, § 12.111)

Sec. 22-168. Slaughterhouses, meat packers, etc.

Any person slaughtering cattle, calves, sheep, hogs, rabbits, or any other animals fit for human consumption or fowl of any kind or character or engaged in the business of curing, processing, packing or manufacturing any part of any animal into any food product for human consumption or engaged in the business of selling fish, meat or meat products of any kind at wholesale or reducing any part of any animal into any product fit for human consumption or any person who, in connection with or as part of any business referred to in this section sells or offers for sale any other goods, wares or merchandise at wholesale shall pay a license fee of \$60.00 per year or fraction thereof for the first \$25,000.00 or less of gross receipts, plus \$2.40 per year for each additional \$1,000.00 or fractional part thereof. Gross receipts of \$1,000,000.00 or more shall be charged at the rate of \$1.20 for each \$1,000.00 in excess of \$1,000,000.00 of gross receipts.

(Code 1957, § 12.112)

Sec. 22-169. Steam, mineral, etc., baths.

- (a) Every person giving steam baths; electric light baths; electric tub baths; shower baths; sponge baths; sun baths; mineral baths; Russian, Swedish or Turkish baths; or any other bath or similar treatment wherein the patient is treated or assisted by an attendant or any public bath place which maintains in connection therewith a steam room, dry heat room, plunge, shower bath, or sleeping accommodations shall pay a license fee of \$150.00 per year.
- (b) This section shall not apply to physical culture institutions or public swimming pools licensed under other sections of this article.
- (c) Any person who, incidental to the actual or purported conduct of a profession or healing art, makes a charge for the giving of baths or treatments mentioned in subsection (a) of this section shall be deemed to be engaged in the business made subject to license by this section and shall pay the required fee therefor if the giving of any such bath or treatment is advertised or publicly announced in any manner or if such baths or treatments are furnished for hire or reward to persons who have not otherwise retained, hired or engaged the professional services of the person furnishing the bath or treatment.

(Code 1957, § 12.113)

Sec. 22-170. Swap meet exhibitors.

Every swap meet exhibitor, as defined in section 66-136 of this Code, shall pay the license fee prescribed in subsection 22-142(2). However, any such swap meet exhibitor, in lieu of the license fee prescribed therein, may pay a license fee of \$0.65 per day per space or stall used in exhibiting or offering for sale or selling merchandise at any swap meet, not to exceed 20 such daily licenses in any one calendar year. Such in-lieu daily license fees shall be collected by the swap meet operator and remitted to the city on or before the 15th day of the next succeeding month during which the daily license fees were paid, along with a statement under oath or penalty of perjury signed by the swap meet operator on a form prescribed by the city showing the total number of exhibitors holding daily licenses, their respective names, spaces or stalls rented by each, and the total daily license fees collected for the preceding month.

(Code 1957, § 12.113.1)

Sec. 22-171. Swap meet operators.

Any person conducting or operating a swap meet shall pay the license fee imposed by subsection 22-142(6) of this division, provided that there shall be excluded from the gross receipts the amounts of any admission fees charged.

(Code 1957, § 12.113.2)

Sec. 22-172. Swimming pools.

The license fee for operating a public swimming pool shall be \$25.00 for each calendar quarter or fraction thereof during which the pool is kept open for use.

(Code 1957, § 12.114)

Sec. 22-173. Takers and producers of advertising film.

Every person taking or producing advertising films by means of a motion picture camera and using no actors or portable properties, such films to be sold or used for advertising purposes, shall pay a license fee of \$400.00 per year or \$50.00 per day, at the option of the licensee.

(Code 1957, § 12.115)

Sec. 22-174. Taxicab businesses.

Any person conducting a taxicab business for which a permit is required under article II of chapter 102 of this Code shall pay a license fee of \$500.00 per year or any portion thereof.

(Code 1957, § 12.126)

Cross reference(s)—Taxicabs, § 102-26 et seq.

Sec. 22-175. Telephone service businesses.

- (a) For the purposes of this section, a person engaged in the business of providing telephone services shall mean a telephone company as that term is used in article XIII, section 14, of the state constitution.

- (b) Every person engaged in the business of providing telephone services, the license fee shall be \$20.00 per year or fractional part thereof for the first \$20,000.00 or less of gross receipts, plus \$1.00 per year for each additional \$1,000.00 of gross receipts or fractional part thereof in excess of \$20,000.00. Gross receipts of \$1,000,000.00 or more shall be charged a fee at the rate of \$0.50 per each \$1,000.00 in excess of \$1,000,000.00 gross receipts.
- (c) For the purposes of this section, the term "gross receipts" shall have the same meaning as set forth in the definition thereof contained in section 22-27, except that only those receipts derived from providing telephone services within the city shall be included, and further excepting that only receipts resulting from intrastate telephone services shall be included.

(Code 1957, § 12.127)

Sec. 22-176. Theaters.

The license fee for conducting a theater containing a permanent stage upon which movable scenery and theatrical appliances are used, where regular theatrical or vaudeville performances are given and for which privilege of viewing a fee is charged, collected or received, or for conducting, managing or carrying on a moving picture theater or airdrome, where moving or motion pictures are exhibited and a fee is charged, collected or received, shall be \$200.00 per year.

(Code 1957, § 12.116)

Sec. 22-177. Theatrical performances.

- (a) *Fees.* Any person staging or conducting any theatrical or vaudeville performance in any public dancehall, clubroom or other place of assemblage, where movable scenery or theatrical appliances are used, whether an admission fee is charged or not, shall pay a license fee of \$12.50 per day.
- (b) *Exception.* This section shall not apply to the holder of a theater license as required under section 22-176 of this division.

(Code 1957, § 12.117)

Sec. 22-178. Trade and business schools.

- (a) *Fees.* The license fee for conducting a trade school, trade college, business school, business college, beauty school or beauty college, where instruction is given in any trade or occupation and a fee is charged for such instruction or compensation is received by such school or college by the sale of any goods, wares, merchandise or services, shall be \$60.00 per calendar year or fraction thereof for the first \$25,000.00 or less of gross receipts, plus \$2.40 per year for each additional \$1,000.00 or fractional part thereof of gross receipts in excess of \$25,000.00. Gross receipts of \$1,000,000.00 or more shall be charged at the rate of \$1.20 for each \$1,000.00 in excess of \$1,000,000.00 of gross receipts.
- (b) *Exception.* This section shall not apply to a drama school.

(Code 1957, § 12.118)

Sec. 22-179. Transportation of passengers generally.

- (a) Any person running, driving or operating any automobile or motor-propelled vehicle for the transportation of passengers for hire, when driven by the owner or a representative of the owner at rates per mile, per trip,

(Supp. No. 37)

Created: 2023-06-05 09:52:24 [EST]

per hour, per day, per week or per month, and such vehicle is routed under the direction of such passengers or such persons hiring the vehicle, shall pay for each vehicle having a seating capacity of five to ten persons, inclusive, \$100.00 per year, and for each such vehicle having a seating capacity of 11 or more persons, \$200.00 per year.

- (b) In determining the seating capacity of any such vehicle, the driver and conductor shall be included.

(Code 1957, § 12.119)

Sec. 22-180. Transportation of schoolchildren.

- (a) Any person running, driving or operating any vehicle for the transportation for hire of schoolchildren to and from school, school events or activities shall pay for each such vehicle having a seating capacity of five to ten persons a license fee of \$16.00 per year, and for each vehicle having a seating capacity of 11 persons and over, \$32.00 per year.

- (b) In determining the seating capacity of any such vehicle, the driver and conductor shall be included.

(Code 1957, § 12.120)

Sec. 22-181. Traveling theatrical performances.

Any person conducting any traveling theatrical performance under or surrounded or partially enclosed by canvas, such as comedy, spoken drama, opera or concert, shall pay a license fee of \$100.00 for the first day and \$70.00 for each additional day.

(Code 1957, § 12.121)

Sec. 22-182. Trucking.

- (a) The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Motor vehicle means the same as defined in the Motor Vehicle Transportation License Tax Act.

Operator means the same as defined in the state Motor Vehicle Transportation License Tax Act with reference only, however, to persons engaging in the transportation of property for hire or compensation.

Tractor means a truck tractor as defined in Vehicle Code § 655.

Trailer and semitrailer mean as defined in Vehicle Code § 630.

- (b) Every person whose business, in whole or in part, is that of operator of any motor vehicle for the transportation of property for hire or reward and who, in the course of that business, uses the public streets and highways of this city for the purpose of such operation shall pay a license fee for each year or fractional part thereof of such operation, the amount of which shall be determined as follows:

- (1) For each vehicle, other than a tractor, trailer or semitrailer, used to receive or discharge, pick up or deliver property within this city, the annual fee shall be as follows, where the unladen weight thereof is:

- a. Four thousand pounds or less, \$6.00.
- b. Over 4,000 pounds and not more than 8,000 pounds, \$12.00.
- c. Over 8,000 pounds, \$15.00.

- (2) For each trailer or semitrailer so used, where the unladen weight thereof is:
 - a. One thousand pounds or less, \$4.00.
 - b. Over 1,000 pounds and not more than 3,000 pounds, \$8.00.
 - c. Over 3,000 pounds, \$12.00.
- (3) For each tractor which is used to haul one or more trailers or semitrailers not permanently affixed thereto, \$15.00.
- (c) Every person engaged in any business not otherwise specifically licensed by other sections of this article who uses any motor vehicle, tractor, trailer or semitrailer for hauling or carrying his tools, equipment or supplies or for delivering or carrying goods, wares or merchandise sold, let or handled by him in the course of his business shall pay a license fee in the amount prescribed in subsection (b) of this section, and it shall be a misdemeanor for any person to drive or operate, within this city, any vehicle, the operation of which is subject to license under this section, unless such vehicle has prominently displayed thereon the sticker or identifying symbol indicating that the proper license fee based upon the operation thereof has been paid. For any vehicle operated exclusively for trips between points within this city and points without this state, the fee shall be one-half of the standard fee per vehicle set forth in subsection (b) of this section. No fee under this section shall be required for the operation of any motor vehicle or equipment along the city streets if such operation is merely occasional and incidental to a business conducted elsewhere; provided, however, that no operation shall be deemed merely occasional if trips or hauls are made beginning or ending at points within this city upon an average of more than once a week in any quarter, and a business shall be deemed to be conducted within this city if an office or agency is maintained here or if transportation business is solicited here.

(Code 1957, § 12.122)

Sec. 22-183. Truck rentals.

- (a) Every person engaged in the business of renting or letting the use of any motor vehicle, tractor, trailer or semitrailer to another to be used for hauling, carrying or delivering property shall pay a license fee for such business, for each year or fractional part thereof of such operation, based upon the unladen weight of each vehicle and piece of hauling equipment so let or rented, according to the rate schedule set forth in section 22-182 of this division.
- (b) When the business use of any particular vehicle or piece of hauling equipment has been licensed under this section, no further license or fee, for the same license period, shall be required of any lessee or operator thereof under section 22-182 of this division for the use of the particular equipment.

(Code 1957, § 12.123)

Sec. 22-184. Vending machine businesses.

- (a) Every person engaged exclusively in the business of renting, leasing or operating coin-operated vending machines shall pay an annual license fee of 1½ percent of the gross receipts of such machines attributed to the business activities conducted within the city; provided, however, that the minimum fee shall be \$5.00 for each of such machines.
- (b) Every person engaged in the business of renting, leasing or operating coin-operated vending machines not covered by subsection (a) of this section shall pay such license fee as may be prescribed in other sections of this article.

- (c) No license under this section shall be required for the maintenance or operation of the following:
- (1) Postage stamp machines; or
 - (2) Machines dispensing sanitary or hygienic articles or drinking cups, towels or medicines, which machines are entirely owned and supplied by the owner or operator of the premises where installed and maintained solely for the convenience of employees, visitors or customers and not for profit to him or to any other person.
- (d) The city clerk shall issue one stamp or label for each machine operated by any licensee. This shall be affixed thereto to indicate that the required fee has been paid for each current year. The clerk shall seal the coin opening or slot on each vending machine not bearing such label after the penalty for nonpayment of the fee has accrued under this article. It shall be unlawful for any person to break any seal affixed without written authorization to do so issued by the city clerk.

(Code 1957, § 12.124)

Sec. 22-185. Warehouse operations.

Persons engaged in the business of maintaining a warehouse, storage and/or centralized record storage in the city which is not subject to the business license fee imposed on the business of manufacturing and selling goods pursuant to section 22-142 of this division shall pay the following license fees:

- (1) For up to 1,500 square feet of building area, \$75.00.
- (2) For building area in excess of 1,500 square feet and less than 100,000 square feet, \$0.05 per square foot.
- (3) For building area in excess of 100,000 square feet, \$0.10 per square foot.

(Code 1957, § 12.131)

Secs. 22-186—22-210. Reserved.

ARTICLE III. PERMITS

Sec. 22-211. Required.

It shall be unlawful for any person to conduct, manage or deal in any business mentioned in section 22-215 of this article without first obtaining a permit.

(Code 1957, § 18.1)

Sec. 22-212. Application generally.

A person desiring to obtain a permit to conduct, manage or deal in any business mentioned in section 22-215 of this article shall file an application in writing with the city council specifying by street and number the place where such business is proposed to be conducted or carried on. A junk collector having no fixed place of business shall specify in such application his residence by street number. The application shall be signed by the applicant and shall contain the address of his residence.

(Code 1957, § 18.2)

Sec. 22-213. Investigation of applicant's business.

Upon receipt of an application for a permit required under this article, the city council shall cause to be investigated the business of the applicant and the location at which the applicant proposes to engage in business as specified in the application.

(Code 1957, § 18.3)

Sec. 22-214. False, misleading or fraudulent statements.

No person shall make any false, misleading or fraudulent statement or misrepresent any fact in any application for a permit required under this article or in any notice or record required to be filed with the city council or other authorized person of this city.

(Code 1957, § 18.4)

Sec. 22-215. Fees.

- (a) *Schedule.* The city council shall not accept any application for any permit required to be obtained by this article or by any other ordinance or law or for the renewal of such permit, unless the application is accompanied by the fee prescribed in the following schedule:

Business or Activity for Which Permit is Required	Original Fee	Renewal Fee
Antique shop	\$ 50.00	\$ 10.00
Arcade	50.00	25.00
Auction (jewelry)	100.00	
Auctioneer	100.00	15.00
Auto rental	25.00	15.00
Auto reposessor:		
Owner	50.00	25.00
Employee	10.00	10.00
Auto wrecking	300.00	25.00
Bath	10.00	10.00
Bowling alley	25.00	10.00
Boxing (amateur) contest	25.00	25.00
Carnival	25.00	25.00
Closing-out sale	100.00	25.00
Dance, public (only one)	None	
Dancehall:		
Cafe, bar where liquor is sold	100.00	10.00
Public	50.00	10.00
Dancing academy	10.00	10.00
Dancing club	25.00	10.00
Escort bureau	100.00	50.00

<u>Establishments selling alcoholic beverages for onsite consumption</u>	<u>100.00</u>	<u>10.00</u>
Fire sale	100.00	25.00
Fireworks sale	25.00	25.00
Game, skill and chance	25.00	10.00
Handbill (as defined in section 6-31) distribution business	25.00	10.00
Junk and/or refuse collector	25.00	10.00
Junk dealer	50.00	10.00
Massage parlor	25.00	10.00
Merry-go-round	10.00	10.00
Pawnbroker	200.00	25.00
Pool room	25.00	10.00
Pool tables (two only), incidental to main business activity, per table	25.00	10.00
Private patrol	25.00	10.00
Secondhand dealer:		
Auto parts	50.00	10.00
Books	50.00	10.00
General	50.00	10.00
Jewelry	50.00	25.00
Used automobile vehicles	300.00	25.00
Shooting gallery	25.00	10.00
Show (in liquor establishment)	25.00	10.00
Skating rink	50.00	25.00
Street speaking	10.00	10.00
Swap meet operator	100.00	25.00
Tattooing and/or body piercing	50.00	25.00
Trailer camps	25.00	10.00
Applications for changing location of a business for which a permit has been granted	10.00	
Change of ownership to be applicable only when the new owner is already operating under a permit issued pursuant to this article	10.00	

- (b) *Closeout sales, fire sales.* The permit fee requirements and the submission requirements for the inventory of merchandise for closeout sales and fire sales shall be as follows:
- (1) The permit fee requirements specified for closeout sales and fire sales are not applicable to bona fide merchants licensed as such who are closing their business and selling out merchandise then on hand or who have had fires and are selling only the merchandise damaged in such fire.

- (2) Any person, before conducting any close-out or fire sale, shall file with the police department and the city a complete inventory of merchandise on hand to be sold at any such sale and such supplementary inventories as may be required and shall comply with such other rules and regulations governing such sales as may be prescribed by resolution of the city council.
 - (c) *Applicability.* This section shall not be deemed to modify the requirements of any other section of this article and any other ordinance prescribing any change of location fees, any change of ownership fees, any special fee for additional places of business operated by one permittee, or any special fee for the posting of notices or the like, nor shall the schedule of fees appearing in this section be deemed exclusive.
- (Code 1957, § 18.5)

Sec. 22-216. Issuance generally; term.

After the investigation provided for in section 22-213 of this article or any other section of this Code where specific provision is made for investigation, the city council may issue a permit to the applicant upon such conditions as the council may determine and impose in the permit. The permit shall be for the remaining portion of the then-current year or such shorter period of time as may be prescribed by any resolution of the council or in the permit.

(Code 1957, § 18.6)

Sec. 22-217. Compliance required.

The city council shall not grant any permit provided for in this article to any person who fails, refuses or neglects to comply with the laws, ordinances and sections of this Code relating to and regulating the business for which such permit is sought.

(Code 1957, § 18.7)

Sec. 22-218. Expiration and renewal.

- (a) Whenever a permit is required to be obtained from the city council under any section of this article or of any other section of this Code, any ordinance or any law, it shall be deemed an annual permit, except when it is expressly provided in the particular section, ordinance or law by which such permit is required that the life or term of the permit shall be one day, one week, one month or some other period less than one year in duration, and the following rules shall govern the expiration and renewal thereof:
 - (1) Each annual permit shall automatically expire on December 31 following the date of issuance.
 - (2) Subject to any other section of this article expressly dealing with the renewal of any particular kind of permit, each annual permit may be renewed in the manner prescribed in this section, subject to the power of the city council to deny any application for renewal, upon notice and hearing as required by section 22-221 of this article, for any ground which would have justified a denial of the original application for a permit.
 - (3) The renewal of any such annual permit may be granted upon written application therefor accompanied by the renewal fee prescribed in section 22-215 of this article, provided such application is filed not later than January 15 next following the expiration date.
 - (4) If the application for renewal is not filed within the time allowed in subsection (a)(3) of this section but the application is thereafter filed between January 16 and May 15 next following the expiration date, a

penalty of 25 percent of the fee for each month or portion of a month elapsing between the expiration date and the date of filing shall be added to the fee prescribed.

- (b) The city council may grant any such renewal application after January 15 and not later than May 15 following the expiration date, only where such application is accompanied by the fees prescribed and the penalties provided for in subsection (a) of this section.
- (c) If the application for renewal is not filed on or before May 15 following the expiration date, it shall be treated as an original application for a new permit, and the fee shall be that prescribed for the issuance of an original permit.
- (d) A person operating under this article shall be required to secure, within the time limits specified in this section, an annual renewal of the permit issued commencing January 1 of the succeeding year in which such permit was granted.

(Code 1957, § 18.8)

Sec. 22-219. Applicability to disabled veterans.

- (a) Every honorably discharged or honorably released member of the military, naval or air service of the United States who is unable to obtain his livelihood by manual labor shall have the right to hawk, peddle and vend any goods, wares or merchandise, except spirituous, malt, vinous, mixed or other intoxicating liquors, without payment of any fee required by this article. A certificate of disability by a surgeon of the United States military, naval or air service or any physician regularly employed in the city health department shall be sufficient proof of such disability. A certificate of honorable discharge from the United States military, naval or air service or an exemplified copy thereof shall be sufficient proof of such service and honorable discharge, and, upon presentation of the certificate, it shall be the duty of the clerk to issue a permit without cost to such member of the military, naval or air service.
- (b) Each and every permit issued under this section shall not be transferable and shall be for the exclusive use of the person whose name is inserted therein. Such person shall be required to write his name on the margin of such permit and on the stub retained by the clerk at the time such permit is issued. Such person shall be required to furnish to the clerk, at the time of application for such permit, two copies of a photograph of himself. It shall be the duty of the clerk to satisfy himself by proper examination and investigation that the same photograph is a true likeness of the person who makes the application and whose name appears in the discharge and in the physician's certificate. One copy of such photograph shall be attached to the permit, and the other shall be attached to the stub written by the clerk. The photograph shall at all times be kept attached to the permit, and any permit found without such photograph attached thereto shall be taken up and forfeited, and the person to whom it is issued and the holder thereof shall forthwith surrender all rights under the permit and shall not again be entitled to any permit.

Such person shall identify himself by his signature whenever required to do so by any police officer, license inspector, license collector or other city officer. If any such permit is found in the possession of any person other than the person named therein, it shall be taken up, surrendered to the clerk and cancelled, and the holder thereof shall not again be entitled to a permit under this section.

Whenever the holder of any permit issued under this section uses any wagon, cart, tray, basket or other vehicle or receptacle in vending any goods, wares or merchandise, such permit shall be inserted, held and carried in a permit holder and in the manner prescribed by law.

Every permit issued under this section shall be issued for a period of one year from the date of issuance. Upon the expiration of any permit, as provided in this article, a new permit shall be issued under this section. Not more than one permit shall be issued to any discharged member of the military, naval or air service during any one calendar year from the date of the original permit.

- (c) No person, except the person named in such permit, shall use or have in his possession any permit issued under this section.
 - (d) No person shall sell, purchase or transfer any permit issued under this section or transfer or convey the discharge or certificate mentioned in this section to any other person for the purpose of securing the permit.
- (Code 1957, § 18.9)

Sec. 22-220. Revocation or suspension generally.

Except where more specific provisions are made for revocation or suspension of any permit by any other ordinance or section of this Code, which shall govern, any permit issued under this article may be revoked or suspended if the holder thereof violates any of the sections of this article or any provision of any other section of this Code or any ordinance or any law relating to or regulating the business covered by the permit or if he conducts or carries on such business in an unlawful manner. Also, the failure to pay any license fee imposed on a permittee by article II of this chapter or by any other section of this Code or city ordinance shall be a ground for the suspension of the permit.

(Code 1957, § 18.10)

Sec. 22-221. Procedure for revocation or suspension.

- (a) Any permit granted pursuant this article to any person to conduct, carry on or engage in any business, profession, trade or occupation, unless provision is otherwise specifically made, shall not be revoked or suspended except as provided in this section.
- (b) No such permit or certificate shall be revoked or suspended until a hearing upon written notice to the permittee shall have been had by the city council or other person having authority to do so. Such notice shall state the following:
 - (1) The grounds for complaint or reasons for the revocation or suspension in clear and concise language.
 - (2) The time when and the place where such hearing is to be held.
- (c) If a verified complaint is required to be filed with the city council or other person having authority to revoke or suspend such permit, a true and correct copy of such complaint shall be served on the permittee in lieu of stating the grounds of complaint. However, notice of the time when and the place where such hearing is to be held shall be served with such complaint.
- (d) Such notice or copy of the complaint shall be served or given to the permittee at least five and not more than ten days prior to the date set for the hearing.
- (e) At any such hearing the permittee shall be given an opportunity to be heard and defend himself, and he may call witnesses in his behalf.
- (f) The city council or other person conducting such hearing may continue such hearing from time to time upon good cause being shown therefor.
- (g) After conducting such hearing, the city council or other person having authority may suspend or revoke any such permit upon such terms and conditions as, in the exercise of a reasonable and sound discretion, shall be determined.

(Code 1957, § 18.11)

Sec. 22-222. Notice to permittee of finding on revocation or suspension.

The city council or any other person having authority to revoke or suspend any permit issued under this article or under any other ordinance or section of this Code shall, orally or in writing, notify the permittee of any finding, suspension, or revocation made by the council or other person or any conditions attached thereto.

(Code 1957, § 18.12)

Sec. 22-223. Notice to clerk of revocation or suspension; license not to issue.

The city council or other person having authority to do so, after revoking or suspending any permit as provided in this article or any other ordinance or section of this Code, shall notify the city clerk of such fact, and thereafter no license shall be issued by the clerk to any permittee to conduct, carry on, or engage in any business or do any act for which such permit was granted until a new permit shall have been granted.

(Code 1957, § 18.13)

Sec. 22-224. Carrying on business after revocation or suspension.

No person whose permit has been revoked or suspended pursuant to this article or pursuant to any other section of this Code or city ordinance shall engage in or carry on any business or do any act permitted to be done pursuant to such permit during the period of suspension or after revocation thereof, until a new permit shall have been granted.

(Code 1957, § 18.14)

Sec. 22-225. Issuance after revocation.

Where a person's permit has been revoked by the city council as provided in this article, no permit shall be granted to such person to conduct, manage, carry on or deal in any business mentioned in section 22-215 of this article until six months have elapsed after such revocation.

(Code 1957, § 18.15)

Sec. 22-226. Rummage sales.

- (a) *Definition.* For the purposes of this section, the term "rummage sale" is defined as a sale of new or secondhand articles for charitable purposes with a duration of not more than 14 days.
- (b) *Permit required.* No person shall operate or maintain a rummage sale in the city without first obtaining a permit from the city. Such permits shall be issued by the city administrative officer or his authorized representative and shall be in accordance with the requirements set forth in this section.
- (c) *Application for permit.* An application for a rummage sale permit shall be submitted to the city administrative officer, on a form supplied by the city, not less than seven days prior to the first date of sales.
- (d) *Permit fee.* A fee in the amount of \$10.00 is fixed and established as the sum to be paid for filing an application for a rummage sale permit.
- (e) *Limitations on permit.* A rummage sale permit shall be valid only for the specific days listed upon such permit and shall be subject to any limitations imposed by such permit.

- (f) *Grounds for revocation or suspension of permit.* No person shall make any false, misleading or fraudulent statement or represent any fact in the application for such permit, and the permit may be revoked or suspended by the city administrative officer, upon notice and hearing as required by section 22-221 of this article, for any ground which would have justified a denial of the original application for a permit.

(Code 1957, § 18.16)

ARTICLE X. ESTABLISHMENTS SELLING ALCOHOLIC BEVERAGES

Sec. 22-600. Purpose of article.

This article shall apply to all establishments selling alcoholic beverages for onsite consumption, including bars, breweries, distilleries, tap rooms, tasting rooms, clubs, restaurants, and wine bars. The purpose of this article is to set forth rules and regulations that:

- (1) Address and mitigate potential secondary adverse impacts associated with the on-site consumption of alcoholic beverages, such as litter, loitering, graffiti, misconduct, and escalated noise levels;
- (2) Clarify standards for live entertainment activities at these business establishments; and
- (3) Encourage permitted commercial activities while protecting public health and safety and public and private property.

When there is an inconsistency between this Article and the City's Zoning Code, including the San Fernando Corridors Specific Plan (SP-5), or a conditional use permit issued for the sale of alcohol to a business that holds a valid business permit, or other regulations under the Code, the stricter of the regulations shall apply.

Sec. 22-601. Definitions

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Alcoholic Beverage means alcohol, spirits, liquor, wine, beer, and every liquid or solid containing alcohol, spirits, wine, or beer, which contains one-half of one percent or more of alcohol by volume and which is prepared for consumption either alone or when diluted, mixed, or combined with other substances, and sales of which require a State Department of Alcoholic Beverage Control (ABC) license.

Alcohol Sales Establishment means a business or operator subject to this Article that requires a license from the California Department of Alcoholic Beverage Control (ABC) for onsite consumption of alcoholic beverages.

Bar means an establishment: (A) that sells or offers for sale alcoholic beverages pursuant to a Type 48 license from the ABC; (B) that limits entry to persons of a certain age during some or all operating hours; and (C) where food service, if any, is subordinate to the sale of alcoholic beverages. This does not include a bar area that is an integrated part of a restaurant.

Brewery means a facility that produces beer, other malt beverages, or other alcoholic beverages other than spirits which require distillation.

Club means a place of entertainment open at night that may serve food and liquor, and which may provide music and space for dancing.

Distillery means a facility where alcoholic beverages are produced through the process of distillation.

Live entertainment, accessory means live entertainment activities related, and clearly subordinate to a principal use of a commercial business or establishment. Examples of accessory live entertainment include live

performances, performed by one (1) or more persons, whether or not done for compensation and whether or not admission is charged, such as musical act; theatrical play or act, including stand-up comedy, magic, dance clubs, and disc jockey performances using vinyl records, compact discs, computers, or digital music players when the disc jockey is in verbal communication with the clientele of the establishment.

Live entertainment, incidental means live entertainment activities incidental to the primary use of the commercial business or establishment. Examples of incidental live entertainment include book or poetry readings; parlor games or party games; stand-up performances, such as by comedians or actors; speeches, lectures, or panels; live, unamplified background music; and live, unamplified open mic events. Incidental live entertainment may include other activities as determined by the Director to be of the same general character as those listed above, and deemed to not be objectionable or detrimental to surrounding properties and the neighborhood or have a negative impact related to traffic, noise, parking or public safety.

Premises means the actual space within a building or any area on site, either directly or indirectly supporting alcoholic beverage sales.

Restaurant or bona fide public eating place means an establishment engaged in the sale of food and beverages for consumption on or off the premises which is regularly and in a bona fide manner used and kept open for the serving of meals to guests for compensation and which has suitable kitchen facilities connected therewith, containing conveniences for cooking an assortment of foods which may be required for ordinary meals, the kitchen of which must be kept in a sanitary condition with the proper amount of refrigeration for keeping of food on the premises and must comply with all the regulations of the local department of health. Restaurants shall maintain incidental sale of alcoholic beverages only, and at least one full time cook engaged by the business enterprise to prepare meals for guests on the premises during all permitted hours of operation. "Meals" means the usual assortment of foods commonly ordered at various hours of the day; the service of such food and victuals only as sandwiches or salads shall not be deemed a compliance with this requirement. "Guests" shall mean persons who, during the hours when meals are regularly served therein, come to a bona fide public eating place for the purpose of obtaining, and actually ordering and obtaining at such time, in good faith, a meal therein.

Tap Room means a use associated with, or on the same premises as, a brewery, at which guests may consume and purchase, for on or off premise consumption, the manufacturer's products and other nonalcoholic beverages or food. Food service is not required.

Tasting Room means a use associated with, or on the same premises as, a winery or distillery, at which guests may consume and purchase, for on or off premise consumption, the manufacturer's products and other nonalcoholic beverages or food. Food service is not required.

Wine Bar means a bar that specializes in serving wine rather than beer or liquor.

Sec. 22-602. Application procedure.

- (a) An alcohol sales establishment that is an applicant for a business permit required under Article III shall be required to submit to the Planning Division the following:
 - (1) A floor plan shall be reviewed and approved to identify the areas in which all on-site sale and consumption of alcoholic beverages shall occur. This shall be limited to the confines of the building and approved outdoor patio or dining area.
 - (4) A plan to encourage use of ride share programs, designated drivers, and other methods to discourage intoxicated driving shall be established, and documentation of such a program shall be provided.
 - (5) A security plan shall be submitted for review and approval prior to the opening of the business.
 - a. Security personnel shall be required by the City for establishments with occupancy load of over 100 people.

- b. The doors to the establishment shall remain closed except upon entering and exiting the business.
- c. The security plan shall include a video surveillance system and exterior lighting plan, satisfactory to the Community Development Director or designee, shall be submitted and approved prior to issuing a Certificate of Occupancy. The video surveillance system shall be installed to assist with monitoring of both the interior and exterior the property. A Digital Video Recorder (DVR) or similar video recording device, capable of exporting images in TIFF, BMP, or JPG format shall be used. Recording shall be retained for no less than 30 days. Exterior lighting shall clearly illuminate the common areas surrounding the building including, but not limited to, the entrance and exit doors and the business address.

Sec. 22-603. Operational requirements.

- (a) Prior to the service of alcohol within the premises, the operator shall obtain a valid license from the ABC and provide a copy of the license to the Planning Division and obtain a valid business permit issued by the City.
- (b) The City reserves the right to request of the ABC additional conditions, such as restriction of the type of alcohol sold, or other conditions that the City may deem necessary in order to reduce potential impacts.
- (c) Should the ABC issue a license suspension or citation, the operator shall provide a copy of said suspension or citation to the Planning Division.
- (d) The operator shall comply with all applicable noise regulations.
- (e) The operator shall be responsible for requiring that there be no loitering on the site, on the public right-of-way and or/ in front of adjacent properties at any time and that all customers shall leave the site no later than 30 minutes after closing, after which, only employees shall be allowed on the premises.
- (f) Litter and trash receptacles shall be located at convenient locations, both inside and outside establishment, and trash and debris shall be removed on a daily basis.
- (g) The property shall be maintained in a clean and neat manner at all times and shall comply with property maintenance standards as set forth in the Code.
- (h) Exterior public telephones shall not be located on the premises.
- (i) Reasonable efforts shall be made to remove graffiti within 48 hours of its application.
- (j) No person shall appear in a state of nudity in any alcohol sales establishment subject to this Article X.
 - (1) For the purposes of this section, "nudity" means the showing of the human male or female genitals, pubic area, or buttocks with less than a fully opaque covering, or the showing of the female breast with less than a fully opaque covering of any part of the nipple or below the nipple.
- (k) Bona fide eating establishments (restaurants) shall only sell alcoholic beverages during hours that meals are being served and gross receipts from alcohol sales shall not exceed fifty percent (50%) of the total revenue of the business.
- (l) Special events are permitted with the approval of a Special Event Permit in compliance with City regulations.
- (m) No establishment may sell alcoholic beverages for on-premises or off-premises consumption without a Conditional Use Permit for alcoholic beverages approved for such establishment, unless otherwise exempted under the Code.
- (o) Tasting rooms for breweries, wine blending facilities, wineries, or distilleries shall be allowed to be open to the public from 11:00 A.M. to 12:00 A.M. daily.

- (p) Bars and bona fide eating establishments (restaurants) are prohibited from selling any spirits for consumption off of the premises. The consumption of spirits shall be limited to the restaurant or drinking area as defined per applicable license from the ABC. However, beer and wine may be purchased for off-site consumption, provided that the beer and wine may not be consumed within any public common area near the premises, within any public right-of-way, or outside of any nearby property.

Sec. 22-604. Live entertainment.

- (a) Live entertainment accessory to an alcohol sales establishment is permitted subject to a conditional use permit and shall be approved separately in accordance with Division 4 of the Code.
- (b) Live entertainment as an accessory use for purposes of this Section shall not include:
- (1) Any adult businesses and related uses governed by Division 2, Article VI, Chapter 106 of the Code;
 - (2) The playing of recorded music over speakers without a disc jockey;
 - (4) Indoor live entertainment as an incidental use, as defined in subsection (c).
- (c) Indoor live entertainment as an incidental use. The following live entertainment is deemed incidental to an alcohol sales establishment is permitted indoors without requiring an additional permit, and when conducted in compliance with the standards identified in subsection (d):
- (1) Book or poetry readings;
 - (2) Parlor games or party games;
 - (3) Stand-up performances, such as by comedians or actors;
 - (4) Speeches, lectures, or panels;
 - (5) Live, unamplified background music;
 - (6) Live, unamplified open mic events; and
 - (6) Other uses as determined by the Director to be of the same general character as those listed above, and not objectionable or detrimental to surrounding properties and the neighborhood.
- (d) Indoor, incidental live entertainment activities may be conducted provided they comply with the following operational standards:
- (1) Location. The incidental activity shall occur only within the building of the business, alongside the regular business activity without replacing it at any time.
 - (2) Frequency. The incidental activity shall occur no more than once weekly, unless the Community Development Director determines that the use will not have adverse negative impacts on surrounding residential or commercial uses related to traffic, noise, parking or public safety.
 - (3) Outside Promoters. The incidental activity shall be part of the primary business use and shall not be sponsored by an outside promoter; however, an activity may benefit a non-profit organization directly engaged in civic or charitable efforts.
 - (4) Admission Charges. There shall be no admission charges to enter the business or any other cover charges based on the incidental activity.
 - (5) Noise Impacts. All activities shall comply with Chapter 34, Article II.
 - (6) Traffic and Parking. The incidental activity shall not warrant the need for additional off-street parking on a regular basis.

(7) *Adverse Impacts on Adjacent Areas.* The incidental activity shall not cause adverse negative impacts on neighboring residential or commercial property owners or tenants related to traffic, noise, parking or public safety.

*This Page
Intentionally
Left Blank*



AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager

Date: February 20, 2024

Subject: Discussion and Consideration to Approve the 2024 Legislative Platform and Legislative Appropriation Requests

RECOMMENDATION:

It is recommended that the City Council:

- a. Review and approve the 2024 Legislative Platform (Attachment "A");
- b. Review and approve the 2024 Legislative Appropriation Requests (Attachment "B"); and
- c. Authorize the City Manager to take certain related actions to execute and implement the procedures in the Legislative Advocacy Policy.

BACKGROUND:

1. On June 21, 2022, the City Council approved the Fiscal Year (FY) 2022-2023 Adopted Budget, which included development of a Legislative Advocacy Policy in the work plan for the City Manager's Office.
2. On February 21, 2023, the City Council adopted Resolution No. 8213 (Attachment "C") approving the Legislative Advocacy Policy (Attachment "C" Exhibit "A") and 2023 Legislative Platform (Attachment "C" Exhibit "B").
3. In March 2023, staff submitted federal legislative appropriation requests to Congressman Tony Cardenas for priority projects as identified during the 2023 Strategic Goals Study Session.
4. In April 2023, staff submitted state legislative appropriation requests to Senator Caroline Menjivar for priority projects as identified during the 2023 Strategic Goals Study Session.

Discussion and Consideration to Approve the 2024 Legislative Platform and Legislative Appropriation Requests

Page 2 of 4

ANALYSIS:

A Legislative Advocacy Policy establishes guidelines and standards for utilizing resources to provide an organization's position on proposed legislation to Federal, State, and Local elected officials. An accompanying Legislative Platform identifies an organization's broad advocacy positions on contemporary issues and legislation. A Legislative Platform is short-term in nature, typically speaks to current issues, and is supported by a majority of the governing body.

The Legislative Advocacy Policy approved by City Council in 2023 formalizes the procedure for engaging in legislative advocacy by permitting City staff to write letters in support of, or opposition to, proposed legislation without presenting every item to City Council at a regular City Council meeting. Consequently, the City has been able to quickly respond to legislative developments impacting the City as long as the position aligns with an element of the City Council-approved Legislative Platform. The policy leaves room for the City Council to weigh in if the City Manager is unsure whether or not a proposed bill aligns with an established position on the Legislative Platform.

The following table illustrates the number of legislative advocacy letters written in the last 5-years.

	2019	2020	2021	2022	2023
Legislative Advocacy Letters written	2	4	6	5	13
Letters of Support for Funding Provided	0	0	4	5	12
Total	2	4	10	10	25

In accordance with the Legislative Advocacy Policy, a copy of all legislative advocacy letters are provided to City Council and reported each quarter in the "Quarterly Look Ahead Report." A summary of all legislative advocacy letters written in 2023 is included as Attachment "D."

A summary of the proposed changes to the 2024 Legislative Platform is provided below:

- Various cleanup language throughout to update the description of each section, combine duplicative legislative items, and provide minor clarifying language for existing legislative items.
- Added full funding for library programming by LA County at the San Fernando Library to the "Libraries, Parks, and Open Space" section.
- Added "Food Security" to the "Public Health" section.
- Added "Workforce Development" to the "Economic Development" section and included additional legislative items to support related to funding for redevelopment, small business grants, and K-12 education and technical training.
- Added "Homelessness Prevention" to the "Housing" section and included an additional legislative item to support tenants' rights efforts.

Discussion and Consideration to Approve the 2024 Legislative Platform and Legislative Appropriation Requests

Page 3 of 4

- Added “Environmental Sustainability” to the “Climate Resiliency and Environmental Justice” section, combined certain related legislative items and deleted duplicative items.
- Added “Infrastructure Investment” to the “Transportation” section and added legislative items related to funding for road and infrastructure maintenance, expansion of multi-modal transportation systems, and implementing the City’s Safe and Active Streets Plan.
- Replaced references to the COVID-19 pandemic with “declared states of emergency or natural disasters.”

The positions included in the proposed 2024 Legislative Platform are aligned with the City’s Strategic Goals and are informed by the League of California Cities legislative priorities, positions that the City has taken, positions that neighboring cities have taken in recent years, and legislative priorities of other local government advocacy organizations. The common theme for all positions focuses on the need to preserve local funding and local authority.

Legislative Appropriation Requests

Federal and state legislative appropriations requests serve to secure financial support for City programs and initiatives while building partnerships with other federal and state government entities. By engaging in the appropriations process, the City raises awareness about priorities, provides the opportunity to collaborate with federal and state policymakers, and reduces the tax burden to local businesses and residents by leveraging outside funding sources to pay for critical infrastructure and priorities.

The proposed legislative appropriation requests for 2024 (Attachment “B”) focus on funding for priorities identified by City Council that have a substantial cost and would create a significant burden on taxpayers to fully fund from local taxes. Appropriation requests are tailored for each legislative representative based on their role as committee members and prior history with supporting policies. For example, a legislator in the Committee of Water, Parks, and Wildlife may be keen on funding a multi-benefit project in San Fernando that addresses water conservation and park restoration, such as the project dedicated to the Pacoima Wash Bike Path and Cindy Montañez Natural Park, as championed by Assemblymember Luz Rivas. As another example, Congressman Tony Cardenas was instrumental in establishing the 988 Mental Health Crisis hotline in California. As such, City staff recommended taking this effort one step forward by allocating resources to support 988 cases in San Fernando through the Mental Health Clinicians project. City staff will continue to coordinate with the legislative representatives to better understand their roles within each committee as well as their history for supporting state policies that align with the City’s priorities.

BUDGET IMPACT:

There is no budget impact associated with approving the 2024 Legislative Platform and legislative appropriation requests as they are included in the FY 2023-2024 City Manager’s Office Work Plan.

Discussion and Consideration to Approve the 2024 Legislative Platform and Legislative Appropriation Requests

Page 4 of 4

CONCLUSION:

It is recommended that the City Council approve the 2024 Legislative Platform in order to streamline the process by which the San Fernando City Council and City staff take positions on proposed federal, state, and local legislation and approve the 2024 legislative appropriation requests to submit to federal and state elected officials.

ATTACHMENT:

- A. Proposed 2024 Legislative Platform
- B. Proposed 2024 Legislative Appropriation Requests
- C. Resolution No. 8213 including Exhibits "A" Legislative Advocacy Policy and Exhibit "B" 2023 Legislative Platform
- D. Summary of 2023 legislative advocacy letters written



City of San Fernando

2024 Legislative Platform

In accordance with City Council Legislative Advocacy Policy No. CC-02212023

Revised February 2023

Guiding Principles

1. Preserve Local Funding

The City supports the protection of existing state and local funding sources and the authorities legal authority that provide to raise and collect revenues to for the City of San Fernando. Such areas include the protection of state-shared revenues, assets of the former redevelopment agency, development impact fees, and the ability to collect compensation for the use of the public right-of-way or City-owned facilities. The City opposes any new mandates that are unfunded and/or inadequately funded.

At the federal level, the City supports the preservation and enhancement of federal assistance to local governments. This includes increasing federal funding for domestic discretionary programs that support residents in San Fernando.

2. Preserve Local Authority

The City supports local decision-making authority and opposes preemption of local control. Cities are voluntarily created by the residents of a community to provide local self-government and to make decisions at a local level to best meet the needs of the community. Each community has unique needs and characteristics that are best met by policies set by its local governing body. The City supports efforts that help municipalities maintain local control for reasonable development standards of land use regulation for housing, including accessory dwelling units and single family-zoned properties.

At the Federal level, the City opposes efforts to limit the ability of local governments to address matters such as the imposition of taxes and fees, enforcement of zoning and land use regulations, or the ability to ensure the safety of our residents.

City Strategic Goals and Legislative Platform

The City of San Fernando's 2022-2026 Strategic Goals help frame the City's Legislative Platform, as follows:

1. Focus On Community First

- a. *Public Safety*
- b. *Libraries, Parks, and Open Space*
- c. *Public Health and Food Security*

2. Cultivating A Stronger Local Economy

- a. *Economic Development and Workforce Development*

3. Preserve Beautiful Homes And Neighborhoods

- a. *Housing and Homelessness Prevention*

4. Strengthen Climate Resilience And Environmental Justice

- a. *~~Climate Resilience~~ Environmental Sustainability, Climate Resilience and Environmental Justice*

5. Enhance Public Transportation To Move San Fernando

- a. *~~Public Transportation~~ Transportation and Infrastructure Investment*

6. Build Resilient And Reliable Infrastructure

- a. *Capital Improvements and Infrastructure*

7. Forge Financial Strength And Stability

- a. *Budget and Municipal Finance*

8. Emergency Preparedness: Supporting The Community

- a. *Emergencies and Natural Disasters*

1. Focus On Community First

Public Safety

The safety of San Fernando residents is the City's highest priority. The City will track and take positions on federal and state legislation that impacts law enforcement, disaster preparedness training and safety.

The City Supports:

1. Legislation and funding to improve the safety, security, and quality of life for all San Fernando residents, businesses and visitors.
2. Reasonable criminal justice reform measures that are inclusive of concerns from prosecutors, victims' rights groups, and law enforcement agencies and do not hinder law enforcement's ability to protect the community.
3. Legislation that helps reduce recidivism, help rehabilitate recidivist offenders, and expand funding for these efforts.

4. Legislation that ~~would take advantage of~~ leverages the latest technology to prevent and resolve crimes, such as the ability to use surveillance-live view cameras, automatic license plate recognition, and DNA testing.
5. Legislation that provides local jurisdictions greater flexibility to set enforceable speed limits.
6. Legislation and funding to reduce and prevent gun violence, crimes, drug use, and gang violence.
- ~~6-7.~~ and Legislation that to promotes public outreach and intervention programs that specifically divert juveniles from the criminal justice system.
- ~~7-8.~~ Legislation that would increase federal resources for law enforcement recruiting efforts, training particularly, as it relates to de-escalation and proportional use of force, and maintenance of body-worn camera programs.
- ~~8-9.~~ Legislation that prevents and reduces crime by assisting and providing supportive services for individuals in need, and holding those accountable for crimes committed.
- ~~9-10.~~ Legislation that ensures public safety through the assistance and rehabilitation of individuals challenged with mental illness and/or substance abuse, and resources for these efforts to increase awareness, public education, and training opportunities.

Libraries, Parks, and Open Space

The seven San Fernando park facilities and one Los Angeles County-operated Public Library are crucial aspects of the community. They allow residents to learn, connect, and play, while strengthening the bonds among residents. The City will track and take positions on legislation in order to maintain and enhance the quality of parks, open spaces, and the public library.

The City Supports:

1. Legislation that provides funding for rehabilitation, development, and capital improvements of local parks, libraries, and community facilities.
2. Legislation that preserves and protects open space.
3. Legislation and funding that aim to support the development and maintenance of parks and green space.
4. Legislation and administrative actions that protect the ability for a local government to preserve open space in and around a local government's jurisdiction.
5. Full funding of the state's obligation to support local public libraries pursuant to existing formulas established in the state's education code.
- ~~5-6.~~ Full funding of the San Fernando Library by Los Angeles County that provides access and service commensurate with other Los Angeles County libraries.

Public Health and Food Security

With the creation of the *Healthy San Fernando* initiative in 2014, the City revamped its efforts to support the health of its residents. The successful "100 Citizens Outdoor Adult & Senior Fitness Program" facilitated conversations about healthy eating, and offered spinning, yoga, and pilates classes, among other programming, for community members. Improving-The City will support efforts to improve the health and food security of residents ~~through citywide programming,~~ increased funding in public health institutions and organizations supporting food security, and

more equitable access to the health care system, ~~will frame the positions the City takes on federal and state legislation throughout 2023.~~

The City Supports:

1. Legislation that creates options and opportunities for access to affordable healthcare.
2. Legislation that protects the rights of diverse populations, the LGBTQ+ community, and of women (including reproductive rights), to support improved health outcomes.
- ~~3. Legislation and local funding opportunities to increase access to subsidized meal programs for older adults and youth.~~
- ~~4.3.~~ Legislation that helps foster independence, well-being, and access to resources for older adults.
- ~~5.4.~~ Legislation which provides state and federal funding opportunities to increase access to childcare for the community.
- ~~6.5.~~ Legislation to improve access to programs and services for mental and behavioral health.
- ~~7.6.~~ Legislation that aims to identify and resolve the effects of institutional racism that drive health inequities in the population.
- ~~8.7.~~ Legislation to improve health coverage in a comprehensive manner provided adequate funding and cost controls are in place.
- ~~9.8.~~ Legislation and local funding opportunities to increase access to subsidized and free meal programs for ~~older-at-risk~~ adults and youth.

2. Cultivating a Stronger Local Economy

Economic Development and Workforce Development

San Fernando's downtown business corridor and rich cultural history provide a strong foundation for sustained economic development and prosperity. ~~With nine new businesses including restaurants, auto shops, a shipping store opening in 2022, and a Target set to open in the summer of 2023, we must leverage this momentum to~~ Through the Business and Community Resource Center³, the City is in the position to support efforts to bring in more businesses, create more jobs, and strengthen our local economy. The City will track and take positions on federal and state legislation that impacts our workforce and business community.

The City Supports:

1. Legislation that would provide State or Federal aid and assistance to support local small businesses, including grants, low-interest loans, and technical assistance programs in the development of local and regional economies.
2. Legislation that would provide local officials more discretion in the use of State and Federal funds for economic development purposes.
3. Legislation that would eliminate the matching dollar requirements for economic development state grants.
4. Legislation that enacts and expands state tax incentives that assist City economic development and community revitalization efforts.

5. Legislation that would increase opportunities for environmentally beneficial jobs.
6. Legislation that supports streamlining regulations and reduces barriers to entrepreneurship, fostering a business-friendly environment.
7. Legislation that encourages initiatives to attract investment in key sectors such as technology, renewable energy, and tourism, promoting economic diversification and job creation.
8. Legislation that would increase funding, or create new funding sources, for local economic development, such as tax increment financing, community development block grants, business improvement districts, and tax credits.
9. Legislation that promotes equitable funding for K-12 education, including resources for high-needs schools and support for career and technical education programs.
10. Legislation that support initiatives that expand access to higher education, workforce training, and apprenticeship opportunities, preparing residents for jobs in emerging industries.
- 5-11. Legislation that promote partnerships between local schools, businesses, and community organizations to strengthen educational outcomes and workforce readiness.
- ~~6. Legislation that authorizes a local agency the authority to regulate the delivery of cannabis or cannabis products within its jurisdictional boundaries.~~

The City Opposes:

- ~~1. Legislation or regulatory action that seeks to limit or eliminate municipal authority to regulate or ban commercial growing, processing, licensing, sale, or transport of cannabis or cannabis products for recreational or medical use.~~

3. Preserving Beautiful Homes and Neighborhoods

Housing and Homelessness Prevention

The City of San Fernando has taken measures to preserve the safety and beauty of our residential areas, ~~and~~ create housing opportunities for low-income residents, and established efforts to address and prevent homelessness. As the City ~~prepares to~~ continues to develop home rehabilitation programs, maintaining property standards, historic homes, and local control of planning and zoning will further strengthen San Fernando's charm and growth. The City will track and take positions on legislation that impacts local control of housing, planning, and zoning.

The City Supports:

1. Legislation and programs that provide funding and housing assistance programs at all income levels, including extremely-low and very-low income households.
2. Legislation and programs that assist the public and private sectors in funding workforce housing.
3. Legislation to streamline historic preservation regulations and procedures for the designation of properties as historic resources.
4. Legislation that protects property ownership and prioritizes small property owners over institutional investors.

5. Legislation that provides support services and housing services to seniors and disabled residents.
6. Legislation that changes the current State Density Bonus law to restore local control.
7. Legislation that provides additional resources for the development of affordable housing programs and/or expand code enforcement programs to protect existing housing stock.
8. Changes to state law that recognizes the production and protection of all housing types in the City for the State's RHNA purposes.
9. Legislation and grant opportunities that preserve or increase funding for the Community Development Block Grant (CDBG) program and HOME Investment Partnerships Program.
10. Legislation that authorizes funding to assist local agencies in the development of affordable housing.
- ~~10-11.~~ Legislation increases the protection of tenants' rights.
- ~~11-12.~~ Legislation, regulatory, or administrative efforts that provide additional authority or funding for municipalities to address homeless issues within their communities.
13. Legislation that ~~ensures state and regional initiatives to~~ supports ~~address homeless outreach, prevention programs, homelessness and~~ mental health crisis care, and other efforts to address the root causes of homelessness.
- ~~12-14.~~ ~~as well as~~ Legislation that provides ~~grant programs that provide~~ direct funding to cities to implement local strategies.

The City Opposes:

1. Legislation and regulations that preempt local governments' land use authority.
2. Legislation that removes local control, allows for irresponsible housing development in San Fernando, and interferes with protection of residential neighborhoods.
- ~~3.~~ Legislation that reduces administrative fees for housing assistance to non-income earning clients (e.g. seniors and the disabled).

4. Legislation that creates inefficient processes or other obstacles to the provision of homeless services, as well as any new legislation that would abridge or limit local regulatory mechanisms designed to increase affordable housing production (e.g., inclusionary housing programs).
5. Legislation that proposes to convert the Regional Housing Need Assessment (RHNA) from a planning process to a production standard.
6. Legislation that seeks to circumvent local control and local circumstances when addressing homelessness.

4. Strengthen Climate Resilience and Environmental Justice

Environmental Sustainability, Climate Resilience and Environmental Justice

With the development of the *San Fernando Park Infiltration Project*, the *Calles Verdes* and Carlisle Green Alley storm water capture projects, the Pacoima Wash Bike Path, and a Citywide goal to increase tree canopy coverage by 33% by 2027, San Fernando is actively engaged in ensuring the community is resilient in the face of climate change. ~~These efforts are in conjunction with the City's installation of five electric vehicle charging stations and one compressed natural gas station.~~ The City will track and take positions on federal and state proposed legislation that impacts these projects as well as those that affect their climate resilience and environmental justice goals.

The City Supports:

- ~~1. Legislation that supports efforts or provides funding to reduce greenhouse gas emissions, improve air quality, and mitigate the impacts of climate change, including investments in renewable energy and sustainable transportation, prioritizes the environment and balances the needs of the community.~~
- ~~2.1. Legislative efforts to increase climate resilience and adaptation funding for impacted communities like San Fernando.~~
- ~~3.2. Legislation that provides funding for electrification initiatives and the associated infrastructure (i.e. electric charging stations).~~
- ~~3. Legislation, regulatory proposals, or grant opportunities for local governments that provide funding for developing or enhancing alternative fueling stations for vehicles.~~
- ~~4. Initiatives that avoid duplicative climate policies and are designed to lower greenhouse gas emissions, while urging consideration of technical feasibility, costs to ratepayers, as well as the time that it will take utilities to come into compliance with proposed initiatives.~~
- ~~5. Initiatives to reduce greenhouse gas emissions from the transportation sector through increased incentives for electric vehicles and funding for associated infrastructure.~~
- ~~6.4. Financial incentives for renewable energy, such as the Clean Renewable Energy Bond (CREB) program.~~
- ~~7.5. Changes to the Water Infrastructure Finance and Innovation Act (WIFIA) program to provide assistance toward 100% of the cost of a project. In addition, the City is supportive of the WIFIA program for local and regional water supply projects that help protect against drought related shortages or supply interruptions.~~

- ~~8-6.~~ Legislation that would provide resources to address severe western drought conditions, supports safe drinking water, and including increases funding for non-potable water infrastructure and storage.
- ~~9-7.~~ Legislation that would provide funding to improve California's headwaters, which provide flow to surface and groundwater supplies, and are critical to sustain local watersheds. Funding to implement local strategies will help create more resilient forests, improve wildfire mitigation, and help provide communities with clean, reliable water.
- ~~10.~~ Legislation that improves air quality.
- ~~11.~~ Legislation that ensures and conserves safe drinking water.
- ~~12.~~ Legislation aimed at standardizing the resin code labeling on plastic packaging to make it easier to locate on the item and easier for the consumer to read.
- ~~13-8.~~ Legislation aimed at reducing disposable products and packaging, including product and disposal bans for environmentally problematic materials. Legislation that does not overly burden municipalities with data capture, reporting, and enforcement, which does include reasonable phase out periods is ideal.
- ~~14-9.~~ Legislation that would reform Proposition 218 and enhance the ability of public water agencies to finance storm water and recycled water infrastructure, provide flexibility for the establishment of conservation-based tiered rate structures, prevent cost shifts from one customer group to another, and allow public agencies - at their discretion, to implement lifeline water rates for low-income households.
- ~~15.~~ Legislation that would maximize efficient water use and reduce water waste in California while reflecting local conditions, demand hardening, and historic conservation efforts.
- ~~16-10.~~ Legislation and regulation that promotes responsible groundwater and surface water management.
- ~~17.~~ Legislation that revises water quality testing standards based on scientific data as well as legislative and regulatory activities that will help ensure a fair and balanced compliance and enforcement structure for potable and related water discharges.
- ~~18.~~ Legislation, regulatory proposals, or grant opportunities for local governments that provide funding for developing or enhancing alternative fueling stations for vehicles.

The City Opposes:

1. Green House Gas (GHG) emissions reduction legislation that adds financial risk, creates regulatory uncertainty, impacts participation in the Cap and Trade Program, penalizes early voluntary action, or reduces the allocation of Low Carbon Fuel Standard credits.
- ~~2.~~ Renewable Portfolio Standard (RPS) legislation that extends California Energy Commission ("CEC") jurisdiction over Publicly Owned Utilities ("POU"). Local elected governing bodies, such as the City Council, are best positioned to determine the appropriate means for local utilities to achieve GHG reductions.
- ~~3-2.~~ RPS or GHG reduction targets that adversely impacts electric reliability, including any prohibitions on using natural gas-fired generation as necessary to mitigate electric transmission and distribution system constraints. Targets must be practical so that utilities are able to protect both ratepayer funds and public safety while encouraging environmental protection.
- ~~4-3.~~ Air quality legislation that restricts the land use authority of cities.

~~5. Legislation redirected the funds authorized by Health and Safety Code Section 44223, which are currently used by local governments for locally based air quality programs.~~

~~6.4.~~ Legislation that would preempt local land use authority over solid waste facilities, would restrict the ability of a city to issue a land use permit for a solid waste facility or would restrict the ability of a city to condition such facilities through conditional use permit process.

5. Enhance Public Transportation to Move San Fernando

Public Transportation and Infrastructure Investment

With the East San Fernando Valley Regional Light Rail and Metrolink track expansion projects on the horizon, public transportation options for San Fernando residents will continue to increase over the next decade. The San Fernando Trolley and Mission City Transit currently provide free/affordable services for residents and visitors to move around the City, and the Trails Network is in place to diversify residents modes of transportation to meet intersecting climate and transportation goals. The City will track and take positions on legislation that impact these projects, while also ensuring that all transportation projects do not negatively affect the daily lives of San Fernando residents.

The City Supports:

1. Legislation that increases affordable public transit.
2. Legislation that provides incentives for the development of local transportation corridors.
3. Local, regional, State, and federal legislative, administrative, and regulatory efforts that will expand and/or supplement funding for maintaining transportation service program funds for employee benefits or for specific Metropolitan Transportation Authority (MTA) transportation programs and passenger rail service.
4. Local, regional, State, and federal legislative, administrative, and regulatory efforts that will expand and/or supplement funding for maintaining and upgrading major thoroughfares in the City.
5. Legislation that increases funding for transportation infrastructure projects, including road maintenance, public transit expansion, and active transportation infrastructure.
6. Legislation that supports initiatives to reduce traffic congestion, improve mobility options, and enhance connectivity within our city and with neighboring communities.
7. Legislation that provides funding for infrastructure investments that prioritize safety, accessibility, and sustainability, promoting multimodal transportation solutions for all residents.
8. Legislation and funding that supports the expansion of the City's bike and pedestrian network, including implementation of the City's Safe and Active Streets Plan.

The City Opposes:

1. Failing to account for safety, parking impacts, local traffic impacts, and economic and social justice concerns when regional transportation projects are planned within the City.

6. Build Resilient and Reliable Infrastructure

Infrastructure

Investing in infrastructure improvements is an investment in our residents' safety and quality of life. The City will track and take positions on federal and state proposed legislation that impacts their ability to build resilient and reliable infrastructure.

The City Supports:

1. Legislation that allocates additional state funding for the upgrade, replacement, and construction of needed infrastructure at the state and local level.
2. Legislation and direct grant funding to local governments for a federal investment in transportation, water resources, housing, and community development.
3. Legislation to develop infrastructure for local performing art centers, [libraries](#), parks, and recreational facilities.
- [4.](#) Legislation, programs, and funding to close the digital divide and maximize access to broadband and 5G technologies.

The City Opposes:

1. Legislation that limits or eliminates local discretionary review of the installation of small cell wireless equipment or any wireless technology facilities on public infrastructure or in the public right of way.
2. Regulatory efforts by Congress or the Federal Communications Commission to erode, limit, or eliminate local government authority regarding siting of cellular communications towers, transmission sites, or other infrastructure.

7. Forge Financial Strength and Stability

Budget and Municipal Finance

Financial sustainability is dependent on consistent sources of revenue and balanced financial management practices. The City will track and take positions on federal and state legislation that impacts local control of financial revenue sources and decision-making.

The City Supports:

1. Legislation or ballot measures that prevent the State from redirecting local government funds (i.e. local taxes, sales tax, property taxes, etc).
2. Legislation that promotes increased flexibility for the utilization of municipally generated revenues.
3. Legislation that changes the allocation of sales tax for online purchases from the County pool and reallocates it to the city where the purchase is made.
4. Direct fiscal assistance to local governments of all population sizes to address the loss of revenue from ~~the COVID-19 pandemic and similar~~ [declared states of emergency or](#) natural disasters.

5. Legislation that would restore the tax break for advanced refunding bonds.
6. Legislation to allow local governments to collect sales taxes on remote sales, such as online and catalog purchases based on the delivery address. ~~California alone loses over \$4 billion annually in uncollected sales and use taxes on remote sales.~~
7. Legislation, regulatory proposals, or administrative actions to assure timely reimbursements of mandated reimbursements owed to the City of San Fernando by the State of California.
8. Legislation that maintains or enhances the City's ability to keep and protect existing state and local funding sources providing revenues to the City of San Fernando.

The City Opposes:

1. Legislation or initiatives that would undermine voter-approved initiatives to guarantee ongoing revenue sources for local governments.
2. Legislation that undermines and preempts local authority over local taxes and fees.
3. Efforts to eliminate, or cap, the tax-exempt status of municipal bonds, as ~~it's~~ a tool for local governments to finance large capital projects.
4. Legislation that imposes limits on governmental deferred compensation plans.
5. Legislation that limits local authority by prohibiting state and local taxes and fees in areas such as wireless services, video services (including but not limited to, internet protocol ("IPP") enabled, streaming, and over-the-top services), and the sale of digital goods.
- ~~6. Legislation that mandates participation in Social Security for local government employees covered by other retirement and/or pension systems.~~

8. Emergency Preparedness: Supporting the Community

Emergencies and Natural Disasters

The City will track and take positions on federal and state proposed legislation that impacts local governments' emergency preparedness capabilities.

The City Supports:

1. Legislation that directs fiscal assistance to local governments of all population sizes to address the catastrophic loss of revenue resulting from ~~the COVID-19 global pandemic and similar declared emergencies or~~ natural disasters.
2. Legislation that directs fiscal assistance to publicly owned utilities to credit delinquent utility bills for their customers.
3. Legislation that encourages disaster preparedness and emergency planning, including funding to develop a permanent Emergency Operations Center (EOC) to further emergency management preparedness efforts. Seek direct and flexible funding to localities to sustain core services and provide community recovery programs while responding to public health emergencies and natural disasters.

4. Legislation that helps fund emergency management training as well as equipment and technology purchases necessary for day-to-day operations, disaster planning and operation of a fully capable Emergency Operations Center.
5. Legislation that increases the Fire Department’s ability to provide Emergency Medical Services; fire suppression and rescue services; hazardous material spill mitigation; fire prevention; arson investigation; and public education.
6. Legislation and regulation that contributes to increasing the seismic safety of buildings including seismic retrofit, retrofit funding, or higher levels of structural resilience of buildings.
7. Legislation that encourages disaster preparedness and emergency planning, including funding opportunities for emergency operations centers, emergency management training and facilities, backup generators, fire safety equipment and maintenance inspections, vegetation management, and increased staffing needs.

City of San Fernando 2024 Appropriation Requests

No.	Project	Purpose	Request Amount	Previously Requested?
1	Glenoaks Bridge Replacement	Replace the Glenoaks bridge over the Pacoima Wash which has been inspected and recommended for replacement.	\$ 12,600,000	Yes
2	Citywide Advanced Metering Infrastructure (AMI)	Collect frequent and accurate water usage data to improve billing, leak detection, and water resource management.	\$ 5,500,000	Yes
3	Trolley Electrification	Purchase a new fleet of fully-electric trolleys to support local, sustainable transportation options.	\$ 3,360,000	Yes
4	New Water Reservoir	Construction of a new 2 million gallon water reservoir on land owned by the City to increase water storage capacity by 22% and ensure water resiliency for all residents.	\$ 22,000,000	Yes
5	Regional Emergency Operations Center and Resiliency Hubs	Support the community during natural disasters.	\$ 4,216,500	Yes
6	Pedestrian Gates and Railroad Crossing Improvements	Improve pedestrian safety at four at-grade railroad crossings for pedestrians.	\$ 7,000,000	No
7	Develop New L.A. County Library	Purchase and develop a new L.A. County Library.	\$ 10,000,000	No
8	Recreation Park Kitchen Remodel	Work with a local organization that teaches cooking and to prepare hot meals for the community to address food security.	\$ 2,500,000	No

Total Request Amount: \$ 67,176,500

RESOLUTION NO. 8213**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO,
CALIFORNIA, AUTHORIZING THE ADOPTION OF THE CITY OF SAN
FERNANDO'S LEGISLATIVE ADVOCACY POLICY**

WHEREAS, in the California legislature, between 1,900 and 2,500 bills are introduced each year.¹ In 2022, 2,020 bills were introduced and, Governor Gavin Newsom signed 997 bills into law;² and

WHEREAS, the City of San Fernando ("City") seeks to effectively advocate on behalf of its residents through a formal, streamlined process to meet the speed and frequency of state and federal legislative action; and

WHEREAS, the San Fernando City Council ("City Council") instructs the City Staff ("Staff") on policy matters; and

WHEREAS, the City Council wishes to adopt the Legislative Advocacy Policy formalizing and streamlining the legislative advocacy procedures; and

WHEREAS, the Legislative Advocacy Policy will include an attachment exhibit of the San Fernando Legislative Platform; and

WHEREAS, the City Council wishes to authorize City Staff to engage in legislative advocacy in accordance with the San Fernando Legislative Platform without requiring affirmative City Council approval each time; and

WHEREAS, the Legislative Platform may be updated by City Staff and approved by the City Council on an annual basis; and

WHEREAS, an affirmative vote of a majority of City Council will be necessary to determine the City's official position if the City Council and/or Staff are unclear on the City's position in relation to the Legislative Platform.

¹ Micheli, Chris. "How Many Bills Historically Get Introduced in the California Legislature?" California Globe, September 29, 2022. <https://californiaglobe.com/articles/how-many-bills-historically-get-introduced-in-the-california-legislature/>.

² California, State of. "Bills, Bills, Bills." California Governor, October 3, 2022. <https://www.gov.ca.gov/2022/10/02/bills-bills-bills/#:~:text=SACRAMENTO%20%E2%80%93%20Governor%20Gavin%20Newsom%20just,signing%20997%20bills%20into%20law.>

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

SECTION 1. The City Council finds that all of the facts set forth in the Recitals of this Resolution are true and correct.

SECTION 2. Environmental Review. The City Council hereby finds that the adoption of the City of San Fernando Legislative Advocacy Policy is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15061(b)(3), "Common Sense Exemption," because it can be seen with certainty that there is no possibility that the adoption of this Plan, in and of itself, may have a significant effect on the environment.

SECTION 3. Findings. The City Council, as consideration of the Legislative Advocacy Policy, as recommended by City staff and reports thereof, makes the following findings:

- a. The proposed Legislative Advocacy Policy and Legislative Platform will help expedite the City of San Fernando's current process to support or oppose local, state, and federal legislation without requiring City Council review and approval each time.
- b. The Legislative Platform may be updated by City Staff and approved by the City Council on an annual basis.

SECTION 4. Adopt the Legislative Advocacy Policy (Exhibit "A").

SECTION 5. Approve the City of San Fernando 2023 Legislative Advocacy Platform (Exhibit "B").

SECTION 6. Appoints the City Manager, or designee, as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project; and

SECTION 7. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the Office of the City Clerk.

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

DocuSigned by:

Celeste Rodriguez

1802A32830E7406...

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

ATTEST:

DocuSigned by:

Julia Fritz

E4162FE636E934B3...

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. 8213 which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 21st day of February, 2023, by the following vote of the City Council:

AYES: Solorio, Fajardo, Montañez, Mendoza, Rodriguez - 5

NAYS: None

ABSENT: None

ABSTAINED: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this 6th day of March, 2023.

DocuSigned by:

E4162E636E934B3...
Julia Fritz, City Clerk

POLICY/PROCEDURE

SUBJECT	ISSUANCE	
	ORIGINAL DATE	EFFECTIVE
Legislative Advocacy Policy	2/21/2023	2/21/2023
	CURRENT DATE	EFFECTIVE
CATEGORY	POLICY NO.	SUPERSEDES
City Council Policy	CC-02212023	

MANAGEMENT POLICY/PROCEDURES

SECTION I. PURPOSE

To establish guidelines and standards regarding utilizing City resources to provide the City's position on proposed legislation to Federal, State, and Local elected officials. The Legislative Platform identifies the City's broad advocacy positions on issues and legislation. They are short-term in nature, typically speak to current issues, and support the Council and staff on intergovernmental matters. They are a component of the City Council Policies, which provide guidelines for City action in all areas of City business. City business is defined as all matters directly related to service delivery, or otherwise contributing to the City's operational success.

SECTION II. STATEMENT OF POLICY

Each year the City Manager shall present a draft Legislative Platform to City Council. Once approved, these positions become the official City advocacy position on pending legislation.

The Legislative Platform is utilized by Councilmembers and staff throughout the year to determine City positions on legislation and intergovernmental issues and minimizes the need for staff to request direction from Council on legislation and issues as they arise. The Legislative Advocacy Policy should not duplicate policies already cited in other Council Policy documents, i.e. the Council Policy Manual, General Plan, Municipal Code, etc.

Throughout the year, staff monitors and researches pending legislation to identify bills that could significantly impact San Fernando. Research actions range from web site research to contacting legislative analysts in government offices and city associations. Staff may conduct advocacy should issues arise throughout the year that significantly impact the City, and if Council positions have previously been established by the Legislative Platform.

To consolidate documents, underscore important issues, and focus the City's limited advocacy resources, the Legislative Advocacy Policy includes the City's annual Legislative Platform. Following annual Council approval, the current year's Legislative Platform will provide the substantive basis through City Council and City staff engage in legislative advocacy.

The City Manager shall monitor the provisions of the Legislative Platform within the City Manager's responsibilities outlined in the Municipal Code. Disagreement in interpretation of how proposed legislation either aligns or does not align with the Legislative Platform shall be resolved by the City Council. The City Manager may institute administrative policy to implement this policy if necessary. At the time a new

Councilmember is seated, the City Manager should review this policy and the Legislative Platform with him/her. Annually, the City Manager shall review the resource requirements necessary to support the level of service specified in this policy, and recommend as a part of the proposed budget necessary changes of budget resources.

SECTION III. PROCEDURES

A. City Council to City Manager:

1. A City Council member notifies the City Manager that a state or federal bill, a rule proposed by a regulatory agency, or a proposed ordinance or resolution considered by a local governing body, conflicts or aligns with the Legislative Platform.
2. The City Manager and the relevant City Department Head(s) review the legislation to determine whether immediate action should be taken.
 - a. If yes, then the City Manager will engage in legislative advocacy in accordance with the position stated in the Legislative Platform.
 - i. The City Manager will electronically notify the City Council of the submission of a letter or intent to call the relevant representatives or agencies.
 - ii. All legislative advocacy will be documented in a Legislative Advocacy Quarterly Summary.
 - b. If no, or if the City's position is unclear, then the City Manager will recommend (via electronic notification) the Councilmember request to discuss the legislation, via the City Council agenda process, in order to adopt a position. If adopted, the vote will also include the next steps to perform legislative advocacy.

B. City Staff to City Manager:

1. A City Staff member(s) notifies the City Manager that a state or federal bill, a rule proposed by a regulatory agency, or a proposed ordinance or resolution considered by a local governing body, conflicts or aligns with the Legislative Platform.
2. The City Manager reviews the legislation to determine whether immediate action should be taken.
 - a. If yes, then the City Manager will engage in legislative advocacy in accordance with the position stated in the Legislative Platform.
 - i. The City Manager will electronically notify the City Council of the submission of a letter or intent to call the relevant representatives or agencies.
 - ii. All legislative advocacy will be documented in a Legislative Advocacy Quarterly Summary.

- b. If no, or if the City's position is unclear, the staff member will write a report to discuss during the next possible City Council meeting, and then the City Council will vote to adopt or deny the position. If adopted, the vote will also include the next steps to perform legislative advocacy.

C. City Partners to City Councilmember or City Manager:

The City of San Fernando is a member of a number of organizations that monitor legislation including, but not limited to, the League of California Cities, the Independent Cities Association, and the California Contract Cities Association. These organizations, as well as other coalitions aligned with the City's legislative priorities, inform Councilmembers and City Staff of opportunities to take formal positions on proposed legislation.

1. A City Partner notifies a City Council member or City Staff member of a state or federal bill, a rule proposed by a regulatory agency, or a proposed ordinance or resolution considered by a local governing body, that conflicts or aligns with the Legislative Platform.
2. If the City Council member is contacted by a City Partner, they notify the City Manager pursuant to the City Council to City Manager section above.
3. The City Manager and relevant Department Director(s) review the legislation to determine whether immediate action should be taken.
 - a. If yes, then the City Manager will engage in legislative advocacy in accordance with the position stated in the Legislative Platform.
 - i. The City Manager will electronically notify the City Council of the submission of a letter or intent to call the relevant representatives or agencies.
 - ii. All legislative advocacy will be documented in a Legislative Advocacy Quarterly Summary.
 - b. If no, or if the City's position is unclear, the staff member will write a report to discuss during the next possible City Council meeting, and then the City Council will vote to adopt or deny the position. If adopted, the vote will also include the next steps to perform legislative advocacy.

D. Councilmember Individual Advocacy:

City Councilmembers may individually advocate on behalf of themselves regarding legislation impacting the City. If a City Councilmember chooses to engage in legislative advocacy on behalf of themselves, then they shall electronically notify the City Manager.

E. Legislative Advocacy Quarterly Summary:

The City Manager shall send a "Legislative Advocacy Quarterly Summary" to the City Council at the end of each quarter. The "Legislative Advocacy Quarterly Summary" is a compilation of the legislative advocacy work in the prior 3 months, and may be included in regular quarterly reports by the City Manager. The Summary will include:

1. A brief description of the letters sent, which includes date and purpose of advocacy.
2. The dates of phone calls with elected representatives and regulatory agencies if applicable.
3. The specific legislation discussed.

SECTION IV. DEFINITIONS

A. Legislative Advocacy –

1. Writing letters or making phone calls to elected county, state, and federal representatives, or regulatory agencies, in support or opposition to a proposed legislation or rule.
2. Adopting resolutions with the City's position.

B. Legislative Advocacy Quarterly Summary – A compilation of the City's legislative advocacy work during the previous quarter.

C. City Partner – Organizations and coalitions that the City is a member of, or may or may not choose to join.

D. Legislative Platform – A document including the state and federal policy positions of the City, which is evaluated on an annual basis and must be approved by the City Council.

SECTION V. LEGISLATIVE PLATFORM

The City of San Fernando's Legislative Platform will be established annually by City Staff and reviewed by City Council.

The City Council reviews and adopts the Legislative Platform, which forms the basis for legislative advocacy activities engaged in by City Council Members and City Staff.

The Legislative Platform is informed by the City's Strategic Goals, City Partner advocacy priorities, and neighboring cities positions.

SECTION VI. AUTHORITY

Policy adopted by the City Council on February 21, 2023, by order of City Council Resolution No. 8213



City of San Fernando

2023 Legislative Platform

In accordance with City Council Legislative Advocacy Policy No. CC-02212023
Revised February 2023

Guiding Principles

1. Preserve Local Funding

The City supports the protection of existing state and local funding sources and the authorities that provide revenues to the City of San Fernando. Such areas include the protection of state-shared revenues, assets of the former redevelopment agency, development impact fees, and the ability to collect compensation for the use of the public right-of-way or City-owned facilities. The City opposes any new mandates that are unfunded and/or inadequately funded.

At the federal level, the City supports the preservation and enhancement of federal assistance to local governments. This includes increasing federal funding for domestic discretionary programs that support residents in San Fernando.

2. Preserve Local Authority

The City supports local decision-making authority and opposes preemption of local control. Cities are voluntarily created by the residents of a community to provide local self-government and to make decisions at a local level to best meet the needs of the community. Each community has unique needs and characteristics that are best met by policies set by its local governing body. The City supports efforts that help municipalities maintain local control for reasonable development standards of land use regulation for housing, including accessory dwelling units and single family-zoned properties.

At the Federal level, the City opposes efforts to limit the ability of local governments to address matters such as the imposition of taxes and fees, enforcement of zoning and land use regulations, or the ability to ensure the safety of our residents.

City Strategic Goals and Legislative Platform

The City of San Fernando's 2022- 2027 Strategic Goals help frame the City's Legislative Platform, as follows:.

- 1. Focus On Community First**
 - a. Public Safety*
 - b. Libraries, Parks, and Open Space*
 - c. Public Health*
- 2. Cultivating A Stronger Local Economy**
 - a. Economic Development*
- 3. Preserve Beautiful Homes And Neighborhoods**
 - a. Housing*
- 4. Strengthen Climate Resilience And Environmental Justice**
 - a. Climate Resilience and Environmental Justice*
- 5. Enhance Public Transportation To Move San Fernando**
 - a. Public Transportation*
- 6. Build Resilient And Reliable Infrastructure**
 - a. Infrastructure*
- 7. Forge Financial Strength And Stability**
 - a. Budget and Municipal Finance*
- 8. Emergency Preparedness: Supporting The Community**
 - a. Emergencies and Natural Disasters*

1. Focus On Community First

Public Safety

The safety of San Fernando residents is the City's highest priority. The City will track and take positions on federal and state legislation that impacts law enforcement, disaster preparedness training and safety.

The City Supports:

1. Legislation and funding to improve the safety, security, and quality of life for all San Fernando residents, businesses and visitors.
2. Reasonable criminal justice reform measures that are inclusive of concerns from prosecutors, victims' rights groups, and law enforcement agencies and do not hinder law enforcement's ability to protect the community.
3. Legislation that helps reduce recidivism, help rehabilitate recidivist offenders, and expand funding for these efforts.
4. Legislation that would take advantage of the latest technology to prevent and resolve crimes, such as the ability to use surveillance cameras, automatic license plate recognition, and DNA testing.

5. Legislation that provides local jurisdictions greater flexibility to set enforceable speed limits.
6. Legislation and funding to reduce and prevent gun violence, crimes, drug use, and gang violence, and to promote public outreach and intervention programs that specifically divert juveniles from the criminal justice system.
7. Legislation that would increase federal resources for law enforcement recruiting efforts, training particularly, as it relates to de-escalation and proportional use of force, and maintenance of body-worn camera programs.
8. Legislation that prevents and reduces crime by assisting and providing supportive services for individuals in need, and holding those accountable for crimes committed.
9. Legislation that ensures public safety through the assistance and rehabilitation of individuals challenged with mental illness and/or substance abuse, and resources for these efforts to increase awareness, public education, and training opportunities.

Libraries, Parks, and Open Space

The seven San Fernando park facilities and County-operated Public Library are crucial aspects of the community. They allow residents to learn, connect, and play, while strengthening the bonds among residents. The City will track and take positions on legislation in order to maintain and enhance the quality of parks, open spaces, and the public library.

The City Supports:

1. Legislation that provides funding for rehabilitation, development, and capital improvements of local parks, libraries, and community facilities.
2. Legislation that preserves and protects open space.
3. Legislation and funding that aim to support the development and maintenance of parks and green space.
4. Legislation and administrative actions that protect the ability for a local government to preserve open space in and around a local government's jurisdiction.
5. Full funding of the state's obligation to support local public libraries pursuant to existing formulas established in the state's education code.

Public Health

With the creation of the *Healthy San Fernando* initiative in 2014, the City revamped its efforts to support the health of its residents. The successful "100 Citizens Outdoor Adult & Senior Fitness Program" facilitated conversations about healthy eating, and offered spinning, yoga, and pilates classes, among other programming, for community members. Improving the health of residents through citywide programming, increased funding in public health institutions, and more equitable access to the health care system, will frame the positions the City takes on federal and state legislation throughout 2023.

The City Supports:

1. Legislation that creates options and opportunities for access to affordable healthcare.
2. Legislation that protects the rights of diverse populations, the LGBTQ+ community, and of women (including reproductive rights), to support improved health outcomes.

3. Legislation and local funding opportunities to increase access to subsidized meal programs for older adults and youth.
4. Legislation that helps foster independence, well-being, and access to resources for older adults.
5. Legislation which provides state and federal funding opportunities to increase access to childcare for the community.
6. Legislation to improve access to programs and services for mental and behavioral health.
7. Legislation that aims to identify and resolve the effects of institutional racism that drive health inequities in the population.
8. Legislation to improve health coverage in a comprehensive manner provided adequate funding and cost controls are in place.
9. Legislation and local funding opportunities to increase access to subsidized meal programs for older adults and youth.

2. Cultivating a Stronger Local Economy

Economic Development

San Fernando's downtown business corridor and rich cultural history provide a strong foundation for sustained economic development and prosperity. With nine new businesses including restaurants, auto shops, a shipping store opening in 2022, and a Target set to open in the summer of 2023, we must leverage this momentum to bring in more businesses, create more jobs, and strengthen our local economy. The City will track and take positions on federal and state legislation that impacts our workforce and business community.

The City Supports:

1. Legislation that would provide State or Federal aid and assistance in the development of local and regional economies.
2. Legislation that would provide local officials more discretion in the use of State and Federal funds.
3. Legislation that would eliminate the matching dollar requirements for economic development state grants.
4. Legislation that enacts and expands state tax incentives that assist City economic development and community revitalization efforts.
5. Legislation that would increase opportunities for environmentally beneficial jobs.
6. Legislation that authorizes a local agency the authority to regulate the delivery of cannabis or cannabis products within its jurisdictional boundaries.

The City Opposes:

1. Legislation or regulatory action that seeks to limit or eliminate municipal authority to regulate or ban commercial growing, processing, licensing, sale, or transport of cannabis or cannabis products for recreational or medical use.

3. Preserving Beautiful Homes and Neighborhoods

Housing

The City of San Fernando has taken measures to preserve the safety and beauty of our residential areas and create housing opportunities for low-income residents. As the City prepares to develop home rehabilitation programs, maintaining property standards, historic homes, and local control of planning and zoning will further strengthen San Fernando's charm and growth. The City will track and take positions on legislation that impacts local control of housing, planning, and zoning.

The City Supports:

1. Legislation and programs that provide funding and housing assistance programs at all income levels, including extremely-low and very-low income households.
2. Legislation and programs that assist the public and private sectors in funding workforce housing.
3. Legislation to streamline historic preservation regulations and procedures for the designation of properties as historic resources.
4. Legislation that protects property ownership and prioritizes small property owners over institutional investors.
5. Legislation that provides support services and housing services to seniors and disabled residents.
6. Legislation that changes the current State Density Bonus law to restore local control.
7. Legislation that provides additional resources for the development of affordable housing programs and/or expand code enforcement programs to protect existing housing stock.
8. Changes to state law that recognizes the production and protection of all housing types in the City for the State's RHNA purposes.
9. Legislation and grant opportunities that preserve or increase funding for the Community Development Block Grant (CDBG) program and HOME Investment Partnerships Program.
10. Legislation that authorizes funding to assist local agencies in the development of affordable housing.
11. Legislation, regulatory, or administrative efforts that provide additional authority or funding for municipalities to address homeless issues within their communities.
12. Legislation that ensures state and regional initiatives to address homelessness and mental health crisis care, as well as grant programs that provide direct funding to cities to implement local strategies.

The City Opposes:

1. Legislation and regulations that preempt local governments' land use authority.
2. Legislation that removes local control, allows for irresponsible housing development in San Fernando, and interferes with protection of residential neighborhoods.
3. Legislation that reduces administrative fees for housing assistance to non-income earning clients (seniors and the disabled).

4. Legislation that creates inefficient processes or other obstacles to the provision of homeless services, as well as any new legislation that would abridge or limit local regulatory mechanisms designed to increase affordable housing production (e.g., inclusionary housing programs).
5. Legislation that proposes to convert the Regional Housing Need Assessment (RHNA) from a planning process to a production standard.
6. Legislation that seeks to circumvent local control and local circumstances when addressing homelessness.

4. Strengthen Climate Resilience and Environmental Justice

Climate Resilience and Environmental Justice

With the development of the *San Fernando Park Infiltration Project*, the *Calles Verdes* storm water capture project, the Pacoima Wash Bike Path, and a Citywide goal to increase tree canopy coverage by 33% by 2027, San Fernando is actively engaged in ensuring the community is resilient in the face of climate change. These efforts are in conjunction with the City's installation of five electric vehicle charging stations and one compressed natural gas station. The City will track and take positions on federal and state proposed legislation that impacts these projects as well as those that affect their climate resilience and environmental justice goals.

The City Supports:

1. Legislation that prioritizes the environment and balances the needs of the community.
2. Legislative efforts to increase climate resilience and adaptation funding for impacted communities like San Fernando.
3. Legislation that provides funding for electrification initiatives (i.e. electric charging stations).
4. Initiatives that avoid duplicative climate policies and are designed to lower greenhouse gas emissions, while urging consideration of technical feasibility, costs to ratepayers, as well as the time that it will take utilities to come into compliance with proposed initiatives.
5. Initiatives to reduce greenhouse gas emissions from the transportation sector through increased incentives for electric vehicles and funding for associated infrastructure.
6. Financial incentives for renewable energy, such as the Clean Renewable Energy Bond (CREB) program.
7. Changes to the Water Infrastructure Finance and Innovation Act (WIFIA) program to provide assistance toward 100% of the cost of a project. In addition, the City is supportive of the WIFIA program for local and regional water supply projects that help protect against drought related shortages or supply interruptions.
8. Legislation that would provide resources to address severe western drought conditions, including increased funding for non-potable water infrastructure and storage.
9. Legislation that would provide funding to improve California's headwaters, which provide flow to surface and groundwater supplies, and are critical to sustain local watersheds. Funding to implement local strategies will help create more resilient forests, improve wildfire mitigation, and help provide communities with clean, reliable water.

10. Legislation that improves air quality.
11. Legislation that ensures and conserves safe drinking water.
12. Legislation aimed at standardizing the resin code labeling on plastic packaging to make it easier to locate on the item and easier for the consumer to read.
13. Legislation aimed at reducing disposable products and packaging, including product and disposal bans for environmentally problematic materials. Legislation that does not overly burden municipalities with data capture, reporting, and enforcement, which does include reasonable phase out periods is ideal.
14. Legislation that would reform Proposition 218 and enhance the ability of public water agencies to finance storm water and recycled water infrastructure, provide flexibility for the establishment of conservation-based tiered rate structures, prevent cost shifts from one customer group to another, and allow public agencies - at their discretion, to implement lifeline water rates for low-income households.
15. Legislation that would maximize efficient water use and reduce water waste in California while reflecting local conditions, demand hardening, and historic conservation efforts.
16. Legislation and regulation that promotes responsible groundwater and surface water management.
17. Legislation that revises water quality testing standards based on scientific data as well as legislative and regulatory activities that will help ensure a fair and balanced compliance and enforcement structure for potable and related water discharges.
18. Legislation, regulatory proposals, or grant opportunities for local governments that provide funding for developing or enhancing alternative fueling stations for vehicles.

The City Opposes:

1. Green House Gas emissions reduction legislation that adds financial risk, creates regulatory uncertainty, impacts participation in the Cap and Trade Program, penalizes early voluntary action, or reduces the allocation of Low Carbon Fuel Standard credits.
2. Renewable Portfolio Standard (RPS) legislation that extends California Energy Commission ("CEC") jurisdiction over Publicly Owned Utilities ("POU"). Local elected governing bodies, such as the City Council, are best positioned to determine the appropriate means for local utilities to achieve GHG reductions.
3. RPS or GHG reduction targets that adversely impacts electric reliability, including any prohibitions on using natural gas-fired generation as necessary to mitigate electric transmission and distribution system constraints. Targets must be practical so that utilities are able to protect both ratepayer funds and public safety while encouraging environmental protection.
4. Air quality legislation that restricts the land use authority of cities.
5. Legislation redirected the funds authorized by Health and Safety Code Section 44223, which are currently used by local governments for locally based air quality programs.
6. Legislation that would preempt local land use authority over solid waste facilities, would restrict the ability of a city to issue a land use permit for a solid waste facility or would restrict the ability of a city to condition such facilities through conditional use permit process.

5. Enhance Public Transportation to Move San Fernando

Public Transportation

With the East San Fernando Valley Regional Light Rail and Metrolink track expansion projects on the horizon, public transportation options for San Fernando residents will continue to increase over the next decade. The San Fernando Trolley and Mission City Transit currently provide affordable services for residents and visitors to move around the City, and the Trails Network is in place to diversify residents modes of transportation to meet intersecting climate and transportation goals. The City will track and take positions on legislation that impact these projects, while also ensuring that all transportation projects do not negatively affect the daily lives of San Fernando residents.

The City Supports:

1. Legislation that increases affordable public transit.
2. Legislation that provides incentives for the development of local transportation corridors.
3. Local, regional, State, and federal legislative, administrative, and regulatory efforts that will expand and/or supplement funding for maintaining transportation service program funds for employee benefits or for specific Metropolitan Transportation Authority (MTA) transportation programs and passenger rail service.
4. Local, regional, State, and federal legislative, administrative, and regulatory efforts that will expand and/or supplement funding for maintaining and upgrading major thoroughfares in the City.

The City Opposes:

1. Failing to account for safety, parking impacts, local traffic impacts, and economic and social justice concerns when regional transportation projects are planned within the City.

6. Build Resilient and Reliable Infrastructure

Infrastructure

Investing in infrastructure improvements is an investment in our residents' safety and quality of life. The City will track and take positions on federal and state proposed legislation that impacts their ability to build resilient and reliable infrastructure.

The City Supports:

1. Legislation that allocates additional state funding for the upgrade, replacement, and construction of needed infrastructure at the state and local level.
2. Legislation and direct grant funding to local governments for a federal investment in transportation, water resources, housing, and community development.
3. Legislation to develop infrastructure for local performing art centers, parks, and recreational facilities.
4. Legislation, programs, and funding to close the digital divide and maximize access to broadband and 5G technologies.

The City Opposes:

1. Legislation that limits or eliminates local discretionary review of the installation of small cell wireless equipment or any wireless technology facilities on public infrastructure or in the public right of way.
2. Regulatory efforts by Congress or the Federal Communications Commission to erode, limit, or eliminate local government authority regarding siting of cellular communications towers, transmission sites, or other infrastructure.

7. Forge Financial Strength and Stability

Budget and Municipal Finance

Financial sustainability is dependent on consistent sources of revenue and balanced financial management practices. The City will track and take positions on federal and state legislation that impacts local control of financial revenue sources and decision-making.

The City Supports:

1. Legislation or ballot measures that prevent the State from redirecting local government funds (i.e. local taxes, sales tax, property taxes, etc).
2. Legislation that promotes increased flexibility for the utilization of municipally generated revenues.
3. Legislation that changes the allocation of sales tax for online purchases from the County pool and reallocates it to the city where the purchase is made.
4. Direct fiscal assistance to local governments of all population sizes to address the loss of revenue from the COVID-19 pandemic and similar natural disasters.
5. Legislation that would restore the tax break for advanced refunding bonds.
6. Legislation to allow local governments to collect sales taxes on remote sales, such as online and catalog purchases based on the delivery address. California alone loses over \$4 billion annually in uncollected sales and use taxes on remote sales.
7. Legislation, regulatory proposals, or administrative actions to assure timely reimbursements of mandated reimbursements owed to the City of San Fernando by the State of California.
8. Legislation that maintains or enhances the City's ability to keep and protect existing state and local funding sources providing revenues to the City of San Fernando.

The City Opposes:

1. Legislation or initiatives that would undermine voter-approved initiatives to guarantee ongoing revenue sources for local governments.
2. Legislation that undermines and preempts local authority over local taxes and fees.
3. Efforts to eliminate, or cap, the tax-exempt status of municipal bonds, as it's a tool for local governments to finance large capital projects.
4. Legislation that imposes limits on governmental deferred compensation plans.

5. Legislation that limits local authority by prohibiting state and local taxes and fees in areas such as wireless services, video services (including but not limited to, internet protocol ("IPP") enabled, streaming, and over-the-top services), and the sale of digital goods.
6. Legislation that mandates participation in Social Security for local government employees covered by other retirement and/or pension systems.

8. Emergency Preparedness: Supporting the Community

Emergencies and Natural Disasters

The City will track and take positions on federal and state proposed legislation that impacts local governments emergency preparedness capabilities.

The City Supports:

1. Legislation that directs fiscal assistance to local governments of all population sizes to address the catastrophic loss of revenue resulting from the COVID-19 global pandemic and similar natural disasters.
2. Legislation that directs fiscal assistance to publicly owned utilities to credit delinquent utility bills for their customers.
3. Legislation that encourages disaster preparedness and emergency planning, including funding to develop a permanent Emergency Operations Center (EOC) to further emergency management preparedness efforts. Seek direct and flexible funding to localities to sustain core services and provide community recovery programs while responding to public health emergencies and natural disasters.
4. Legislation that helps fund emergency management training as well as equipment and technology purchases necessary for day-to-day operations, disaster planning and operation of a fully capable Emergency Operations Center.
5. Legislation that increases the Fire Department's ability to provide Emergency Medical Services; fire suppression and rescue services; hazardous material spill mitigation; fire prevention; arson investigation; and public education.
6. Legislation and regulation that contributes to increasing the seismic safety of buildings including seismic retrofit, retrofit funding, or higher levels of structural resilience of buildings.
7. Legislation that encourages disaster preparedness and emergency planning, including funding opportunities for emergency operations centers, emergency management training and facilities, backup generators, fire safety equipment and maintenance inspections, vegetation management, and increased staffing needs.



MEMORANDUM

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager

Date: February 20, 2024

Subject: Summary of 2023 Legislative Advocacy & Funding Request Letters

Legislative Activity

Below are legislative advocacy letters submitted in accordance with the City's Legislative Advocacy Policy and Platform:

1. Oppose SB 423 (Weiner) re: By Right Multi Family Housing Development (3/22)
2. Support League of CA Cities Funding Requests (3/22)
3. Support AB 1708 (Muratsuchi) re: Accountability for Repeat Theft Offenders (4/4)
4. Support AB 1505 (Rodriguez) re: Seismic Retrofitting Funding (4/4)
5. Oppose AB 742 (Jackson) re: Limiting Use of Police Canines (4/24)
6. Support Fentanyl and Substance Use Related Legislation: AB 33 (Bains), AB 367 (Maienschein), AB 474 (Rodriguez), and AB 955 (Petrie-Norris) (5/17)
7. Support SB 260 (Menjivar) re: Period Poverty (5/17)
8. Oppose AB 742 (Jackson) re: Limiting Use of Police Canine, As Amended (5/24)
9. Oppose SB 584 (Limon) re: Short Term Rental Tax Law
10. Support SB 326 (Eggman) Behavioral Health Services and Infrastructure Bill (8/15)
11. Support AB 531 (Irwin) Behavioral Health Services and Infrastructure Bill (8/15)
12. Support ACA 13 (Ward) re: Voting Thresholds (9/1)
13. Support Expansion of the San Gabriel Mountains National Monument (Biden)(11/16)

Additionally, the City submitted letters of support for funding requests for the following community based organizations:

1. Kidneys Quest Foundation re: Local Aging & Disability Planning Grant
2. Boys and Girls Club SFV re: Triple Play Initiative
3. American Legion San Fernando Post 176 re: CDBG funding for facility improvements
4. El Centro de Amistad re: funding for mental health services
5. Chrysalis re: Recidivism Reduction, Prevention and Education Employment Program
6. Alas Media re: reference for COVID-19 Vaccination Campaign
7. TreePeople re: US Forest Service Grant
8. San Fernando Community Health Center re: LA County Department of Public Health Community Public Health Teams Pilot Project
9. San Fernando Community Hospital re: funding as Federally Qualified Health Center
10. Home Again LA re: Grant Application for Mobile Resource Center

*This Page
Intentionally
Left Blank*

*This Page
Intentionally
Left Blank*



SAN FERNANDO

AGENDA REPORT

To: Vice Mayor Mary Mendoza and Councilmembers

From: Mayor Celeste T. Rodriguez

Date: February 20, 2024

Subject: Discussion and Consideration to Accept a Donation from Friends of the San Fernando Library

RECOMMENDATION:

I have placed this item on the agenda for City Council discussion (Attachment "A") to provide staff with direction.

BACKGROUND/ANALYSIS:

1. See Attachment "A" that was submitted to request to agendize this item for the February 5, 2024 City Council Meeting.
2. On February 5, 2024, this item was tabled to the next regular City Council meeting on Tuesday, February 20, 2024.

BUDGET IMPACT:

There is no impact to the budget by discussing this item. Additional future costs to be determined based on City Council direction.

ATTACHMENTS:

- A. Request to Agendize an Item for City Council Discussion/Consideration

REQUEST TO AGENDIZE AN ITEM FOR CITY COUNCIL DISCUSSION/CONSIDERATION

CITY COUNCILMEMBER INFORMATION

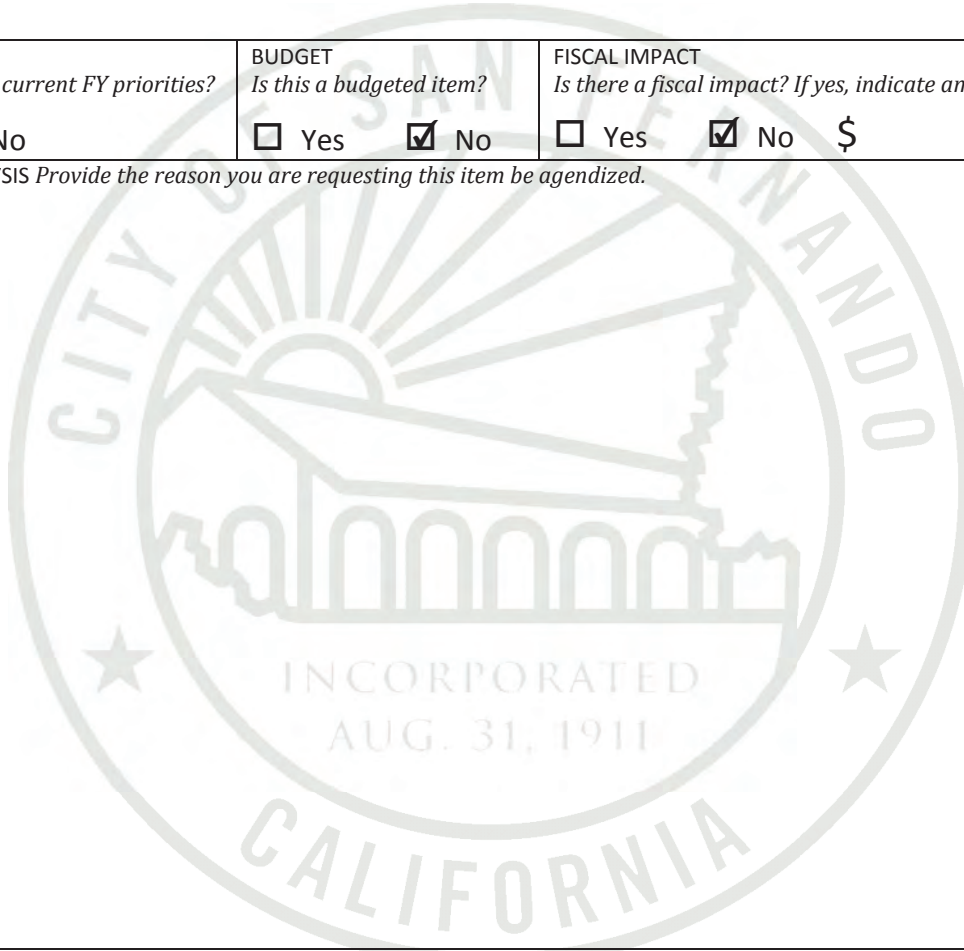
NAME Celeste Rodriguez	TITLE Mayor
---------------------------	----------------

ITEM INFORMATION

SUBJECT *Title of the item you are requesting to be agendized.*
 Accept donation from Friends of the San Fernando Library

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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No \$
---	---	--

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



ATTACHMENTS *Do you have any attachments to include?*

☐ Yes ☐ No

RECOMMENDATION *Indicate the direction you are recommending.*

Accept donations, acknowledge the Friends of the San Fernando Library and provide direction.