



CITY OF SAN FERNANDO CITY COUNCIL

MEETING AGENDA
SPECIAL MEETING – 5:30 PM
REGULAR MEETING – 6:00 PM
MONDAY, DECEMBER 2, 2024

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

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.

CALL TO ORDER - SPECIAL MEETING 5:30 P.M. (CLOSED SESSION)

ROLL CALL

APPROVAL OF SPECIAL MEETING AGENDA (CLOSED SESSION)

PUBLIC STATEMENTS FOR SPECIAL MEETING (CLOSED SESSION)

There will be a three (3) minute limitation for each member of the audience who wishes to make comments relating to City Business. Anyone wishing to speak, please fill out the blue form located at the Council Chambers entrance and submit it to the City Clerk. When addressing the City Council, please speak into the microphone and voluntarily state your name and address.

RECESS TO CLOSED SESSION

- A) CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54956.9(D)(2) AND 54956.9(E)(1)
– CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION:

Two (2) Matters

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RECONVENE FROM SPECIAL MEETING AND REPORT OUT FROM CLOSED SESSION

REGULAR MEETING - PUBLIC PARTICIPATION OPTIONS

WATCH THE MEETING

Live stream with audio and video, via YouTube, at: <https://www.youtube.com/c/CityOfSanFernando>

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.

CALL TO ORDER - REGULAR MEETING

6:00 P.M. (OPEN SESSION)

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.

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PLEDGE OF ALLEGIANCE

California Cadet Corps

APPROVAL OF REGULAR MEETING 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 A CERTIFICATE OF RECOGNITION TO HEAVENLY PANCAKES FOR THEIR SUPPORT OF THE TIP-A-COP FUNDRAISER ON NOVEMBER 5, 2024
- B. PRESENTATION OF A CERTIFICATE OF APPRECIATION TO PLANNING AND PRESERVATION COMMISSIONER SYLVIA BALLIN FOR HER SERVICE TO THE CITY OF SAN FERNANDO AND TO THE COMMUNITY BY VICE MAYOR MARY MENDOZA
- C. PRESENTATION OF CERTIFICATES OF RECOGNITION FOR NOVEMBER 2024 NATIONAL VETERANS AND FAMILIES MONTH

DECORUM AND ORDER

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

PUBLIC STATEMENTS

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

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**

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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. November 18, 2024 – Regular Meeting

2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER

Recommend that the City Council adopt Resolution No. 24-121 approving the Warrant Register.

3) RECEIVE AND FILE STATUS UPDATES FOR ENHANCEMENTS, PROJECTS, AND CITY COUNCIL PRIORITIES

Recommend that the City Council receive and file the status report for FY 2024-2025 Enhancements, Capital Projects, and City Council Priorities, and provide direction, as appropriate.

4) CONSIDERATION TO APPROVE CALENDAR YEAR 2025 BUSINESS PERMITS FOR CERTAIN BUSINESS ACTIVITIES AS REQUIRED BY THE CITY CODE

Recommend that the City Council:

- a. Approve 25 Business Permits for Calendar Year 2025 for businesses engaged in certain business activities, as required by Article III of Chapter 22 of the City Code; and
- b. Authorize the City Manager administrative authority to approve the remaining 20 applicants for Business Permits, pending completion of outstanding planning requirements.

5) CONSIDERATION TO ACCEPT THE NATIONAL ENDOWMENT FOR THE ARTS AND THE CALIFORNIA ARTS COUNCIL GRANT FUNDS FOR THE MARIACHI MASTER APPRENTICE PROGRAM AND ADOPT A RESOLUTION APPROPRIATING THE FUNDS

Recommend that the City Council:

- a. Accept the National Endowment for the Arts and the California Arts Council Grant Funds in the amount of \$66,203 for the Mariachi Master Apprentice Program;
- b. Adopt Resolution No. 8346 amending the budget for Fiscal Year 2024-2025 to appropriate the grant revenues and expenses; and
- c. Authorize the City Manager, or designee, to execute all grant-related documents required for receiving such grant funds pursuant to the terms and conditions of the grants.

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6) CONSIDERATION TO AWARD A CONTRACT WITH THE LANGUAGE PROS FOR LANGUAGE SERVICES

Recommend that the City Council:

- a. Award a Professional Services Agreement with The Language Pros (Contract No. 2328) for Language Services, in an amount not-to-exceed \$25,000 annually for one (1) year with an option to extend for four (4) one-year terms; and
- b. Authorize the City Manager, or designee, to make non-substantive changes and execute all related documents.

7) CONSIDERATION TO APPROVE A FIRST AMENDMENT TO FRANCHISE AGREEMENT NO. 1937 WITH BLACK & WHITE GARAGE, INC., DBA BLACK & WHITE TOWING, INC. TO EXTEND THE AGREEMENT FOR A PERIOD NOT-TO-EXCEED SIX MONTHS

Recommend that the City Council:

- a. Approve a First Amendment to the Franchise Agreement with Black & White Garage, Inc., dba Black & White Towing, Inc. (Contract No. 1937(a)) to extend the agreement for a period not to exceed six months, from December 12, 2024 to June 12, 2024; and
- b. Approve the release and circulation of a Request for Qualifications soliciting proposals for a non-exclusive franchise vehicle towing and vehicle storage services.

8) CONSIDERATION TO ADOPT A RESOLUTION AMENDING FISCAL YEAR 2024-2025 SALARY PLAN TO IMPLEMENT CHANGES IN THE MINIMUM WAGE FOR PART-TIME EMPLOYEES AND COST OF LIVING ADJUSTMENTS RELATED TO THE SAN FERNANDO MANAGEMENT GROUP ASSOCIATION MEMORANDUM OF UNDERSTANDING

Recommend that the City Council:

- a. Adopt Resolution No. 8354 amending the Fiscal Year 2024-2025 Salary Plan to implement changes in the minimum wage for part-time employees and cost of living adjustments related to the San Fernando Management Group Association Memorandum of Understanding; and
- b. Authorize the City Manager to make non-substantive corrections and execute all related documents.

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9) CONSIDERATION TO PURCHASE A 2024 CATERPILLAR 420 BACKHOE LOADER AND ACCESSORIES OR SIMILAR BACKHOE AND ACCESSORIES FROM QUINN UNDER THE CALIFORNIA COOPERATIVE PURCHASING CONTRACT SOURCEWELL FROM CATERPILLAR/QUINN SOURCEWELL # 011723-CAT

Recommend that the City Council:

- a. Approve the purchase of a 2024 Caterpillar 420 Backhoe Loader and accessories or similar backhoe loader and accessories for an amount not to exceed \$210,000 from Quinn under the California Cooperative Purchasing Contract Sourcewell from Caterpillar/Quinn Sourcewell #011723-CAT.
- b. Authorize the City Manager to execute the purchase of a 2024 Caterpillar 420 Backhoe Loader and accessories or similar backhoe loader and accessories.
- c. Authorize City Manager to surplus one (1) John Deere 310-E Backhoe, Vehicle Identification Number T0310EX885213

PUBLIC HEARING

10) A CONTINUED PUBLIC HEARING TO CONSIDER ADOPTING AN ORDINANCE AMENDING CHAPTER 106 (ZONING) OF THE SAN FERNANDO MUNICIPAL CODE TO ESTABLISH THE MIXED USE OVERLAY ZONE; ADOPT AN ORDINANCE AMENDING THE ZONING MAP TO ADD THE MIXED-USE OVERLAY TO CERTAIN PROPERTIES IN THE C-1 AND C-2 ZONE DISTRICTS AND ADOPT A CALIFORNIA ENVIRONMENTAL QUALITY ACT MITIGATED NEGATIVE DECLARATION ADDENDUM; AND CONTINUE TO A DATE UNCERTAIN THE ADOPTION OF AN ORDINANCE AMENDING THE SAN FERNANDO CORRIDORS SPECIFIC PLAN (SP-5) FIGURE 4.1 – CITY LAND USE DISTRICTS AND OVERLAYS MAP TO ADD THE DOWNTOWN RESIDENTIAL OVERLAY AND FLEX USE OVERLAY TO 11 PARCELS AND ADOPTING MITIGATED NEGATIVE DECLARATION ADDENDUM

Recommend that the City Council:

- a. Conduct a Public Hearing;
- b. Pending public testimony, approve introduction for first reading, in title only, and waive further reading of Ordinance No. 1728 titled, “An Ordinance of the City Council of the City Of San Fernando, California amending Chapter 106 (Zoning) of the San Fernando Municipal Code to establish the Mixed-Use Overlay Zone”; and

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- c. Introduction for first reading, in title only, and waive further reading of Ordinance No. 1730 titled, “An Ordinance of the City Council of the City Of San Fernando, California amending the Official City Zoning Map of the City of San Fernando to add the Mixed Use Overlay to certain properties in the C-1 and C-2 Zone Districts; and adopting a California Environmental Quality Act Mitigated Negative Declaration Addendum”; and
- d. Continue the introduction for the first reading of Ordinance 1729 titled “An Ordinance of the City Council of the City of San Fernando, California amending the Corridors Specific Plan (SP-5) Figure 4.1 – City Land Use Districts and Overlays Map to Add the Downtown Residential Overlay and Flex Use Overlay to 11 Parcels” and adopting a California Environmental Quality Act Mitigated Negative Declaration Addendum, to a date uncertain.

ADMINISTRATIVE REPORTS

11) DISCUSSION AND CONSIDERATION TO APPOINT A CITY COUNCIL LIAISON TO THE GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT

Recommend that the City Council consider reappointing Sylvia Ballin to serve as the City Council liaison to the Greater Los Angeles County Vector Control District for a two-year term beginning January 6, 2025.

12) DISCUSSION AND CONSIDERATION REGARDING PROPOSED CHANGES TO THE “APPLICATION TO SERVE ON A CITY COMMISSION”

Recommend that the City Council discuss the proposed changes to the “Application to Serve on a City Commission” and provide direction, as appropriate.

13) CONSIDERATION TO APPOINT A PLANNING AND PRESERVATION COMMISSIONER

This item was agendized by Vice Mayor Mary Mendoza.

14) DISCUSSION AND CONSIDERATION REGARDING ENHANCING POLICE PATROLLING EFFORTS

This item was agendized by Councilmember Mary Solorio.

15) DISCUSSION AND CONSIDERATION REGARDING A "SANCTUARY CITY STATUS" FOR THE CITY OF SAN FERNANDO

This item was agendized by Councilmember Mary Solorio.

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STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES

ADJOURNMENT

The meeting will adjourn to its next meeting.

AFFIDAVIT OF POSTING

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

Dated: _____ at: _____

Signed By: _____

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

Regular Meeting San Fernando City Council

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**CITY OF SAN FERNANDO
CITY COUNCIL**

**MINUTES
SPECIAL MEETING – 5:15 P.M.
REGULAR MEETING – 6:00 P.M.
MONDAY, NOVEMBER 18, 2024**

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

CALL TO ORDER/ROLL CALL – SPECIAL MEETING 5:15 P.M. (CLOSED SESSION)

Mayor Celeste T. Rodriguez called the Special Meeting to order at 5:15 p.m.

Present:

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

Staff: City Manager Nick Kimball, City Attorney Richard Padilla

Absent: None

APPROVAL OF AGENDA

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

PUBLIC STATEMENTS None

RECESS TO CLOSED SESSION (5:16 P.M.)

By consensus, Councilmembers recessed to Closed Session.

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

Two (2) Matters

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RECONVENE FROM SPECIAL MEETING AND REPORT OUT FROM CLOSED SESSION

City Attorney Padilla stated no reportable action as a result of the Closed Session meeting of November 18, 2024 at 5:15 p.m.

ADJOURNMENT (6:06 p.m.)

The City Council adjourned the special meeting to the regular meeting.

CALL TO ORDER/ROLL CALL – REGULAR MEETING

6:00 P.M. (OPEN SESSION)

Mayor Celeste Rodriguez called the regular meeting to order at 6:06 p.m.

Present: Council: Mayor Celeste T. Rodriguez, Vice Mayor Mary Mendoza and Councilmembers Joel Fajardo, Mary Solorio and Victoria Garcia

Staff: City Manager Nick Kimball, Deputy City Manager/Economic Development Kanika Kith, City Attorney Richard Padilla, Police Chief Fabian Valdez, Director of Finance Erica Melton, Director of Community Development Erika Ramirez, Director of Public Works Wendell Johnson, Director of Recreation and Community Services Julio Salcedo and City Clerk Julia Fritz

Absent: None

TELECONFERENCING REQUESTS/DISCLOSURE

None

PLEDGE OF ALLEGIANCE

Led by City Clerk Julia Fritz

APPROVAL OF AGENDA

Motion by Councilmember Fajardo, seconded by Councilmember Solorio to approve the agenda as amended, to pull Agenda Item No. 24 from consideration. The motion carried, unanimously.

PRESENTATIONS

- A. PRESENTATION OF EDUCATION COMMISSION CERTIFICATES OF RECOGNITION FOR NOVEMBER STUDENTS OF THE MONTH FOR GIVING BACK

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Madeleine Hernandez (Vaughn Next Century Learning Center G3)

Mia Tobar (Social Justice Humanitas Academy)

- B. PRESENTATION OF EDUCATION COMMISSION CERTIFICATES OF RECOGNITION TO SOCIAL JUSTICE HUMANITAS ACADEMY STUDENT CLUB, PANCHE BEH, FOR ESTABLISHING AND MAINTAINING A FOOD PANTRY
- C. PRESENTATION OF A CERTIFICATE OF RECOGNITION TO HEAVENLY PANCAKES FOR THEIR SUPPORT OF THE TIP-A-COP FUNDRAISER ON NOVEMBER 5, 2024 **(Continued to the next regular meeting)**
- D. PRESENTATION OF A CERTIFICATE OF APPRECIATION TO PLANNING AND PRESERVATION COMMISSIONER SYLVIA BALLIN FOR HER SERVICE TO THE CITY OF SAN FERNANDO AND TO THE COMMUNITY BY VICE MAYOR MARY MENDOZA **(Continued to the next regular meeting)**
- E. PRESENTATION OF CERTIFICATES OF APPRECIATION TO COMMISSIONERS FOR THEIR SERVICE TO THE CITY OF SAN FERNANDO AND TO THE COMMUNITY BY MAYOR CELESTE T. RODRIGUEZ
 - Planning and Preservation Commissioner Sean M. Rivas
 - Education Commissioner Olivia Robledo
 - Parks, Wellness and Recreation Commissioner Robert Gonzales
 - Transportation and Public Safety Commissioner Rudy Trujillo
- F. ANNUAL PROCLAMATION
 - NATIONAL VETERANS AND MILITARY FAMILIES MONTH – NOVEMBER 2024
- G. INTRODUCTION OF NEW EMPLOYEES

PUBLIC STATEMENTS

Dr. Chavez submitted a speaker card, was called but did not speak.

Marcos Tapia submitted a speaker card, was called but did not speak.

Margarita Montañez expressed appreciation to the City Council for their continued support in recognizing Cindy Montañez.

Anita Saldana expressed concerns regarding code enforcement citations.

CONSENT CALENDAR

Councilmember Garcia requested to pull Consent Calendar Item Nos. 11 and 12 for discussion.

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Motion by Councilmember Fajardo, seconded by Councilmember Solorio to approve the Consent Calendar excluding Item Nos. 11 and 12:

1. CONSIDERATION TO APPROVE CITY COUNCIL MEETING MINUTES:
 - a. August 6, 2007 – Special Meeting
 - b. August 6, 2007 – Regular Meeting
 - c. November 5, 2007 – CC & RA Special Meeting
 - d. March 7, 2011 – CC & RA Special Meeting
 - e. March 9, 2011 – RA Adjourned Meeting
 - f. September 17, 2012 – Regular Meeting
 - g. May 28, 2024 – Special Meeting
2. CONSIDERATION TO ADOPT RESOLUTION NOS. 24-111 AND 24-112 APPROVING THE WARRANT REGISTERS OF NOVEMBER 4, 2024, AND NOVEMBER 18, 2024, RESPECTIVELY
3. RECEIVE AND FILE STATUS UPDATES FOR ENHANCEMENTS, PROJECTS, AND CITY COUNCIL PRIORITIES
4. CONSIDERATION TO APPROVE AN AGREEMENT WITH TYLER TECHNOLOGIES FOR ENTERPRISE RESOURCE PLANNING SOFTWARE AND IMPLEMENTATION SERVICES, AND ADOPT A RESOLUTION APPROPRIATING FUNDING FOR ERP IMPLEMENTATION COSTS
5. CONSIDERATION TO APPROVE A MEMORANDUM OF UNDERSTANDING SIDE LETTER AGREEMENT BETWEEN THE CITY AND SAN FERNANDO PUBLIC EMPLOYEES ASSOCIATION/SEIU LOCAL 721 AND ADOPT A RESOLUTION RELATED TO PAID PARENTAL LEAVE FOR DEPARTMENT HEAD EMPLOYEES
6. CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE JOB SPECIFICATION FOR A WATER SYSTEM OPERATOR AND ADOPT A RESOLUTION AMENDING THE SALARY PLAN FOR FISCAL YEAR 2024-2025
7. CONSIDERATION TO AWARD A CONSTRUCTION CONTRACT TO R.C. BECKER, INC. FOR THE BUS SHELTER CONSTRUCTION PROJECT, JOB NO. 7609
8. CONSIDERATION TO APPROVE A CONTRACT AMENDMENT WITH UNITED MAINTENANCE SYSTEMS EXTENDING THE TERM OF THE EXISTING JANITORIAL CONTRACT, AND APPROVE A CONTRACT SERVICES AGREEMENT WITH JJ PROPERTY MAINTENANCE NETWORK INCORPORATED FOR JANITORIAL SERVICES
9. CONSIDERATION TO APPROVE A MEMORANDUM OF UNDERSTANDING WITH THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT TO ACCEPT PHASE 3 URBAN AND MULTIBENEFIT DROUGHT RELIEF PROGRAM GRANT FUNDS FOR WELL 3 NITRATE REMOVAL TREATMENT SYSTEM RELATED PROJECTS AND ADOPT A RESOLUTION APPROPRIATING FUNDS
10. CONSIDERATION TO APPROVE A SECOND AMENDMENT TO THE CONTRACT SERVICES AGREEMENT WITH ENVIROGEN TECHNOLOGIES, INC. FOR THE MAINTENANCE AND REPAIR OF THE ION EXCHANGE NITRATE REMOVAL TREATMENT SYSTEMS FOR WELL 7, PLANT 1, WELL 3, AND PLANT 2

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13. CONSIDERATION TO ACCEPT THE DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY GRANT FUNDS FROM THE FISCAL YEAR 2022-2023 SENATE BILL 1383 LOCAL ASSISTANCE GRANT PROGRAM (OWR-4) FOR IMPLEMENTATION OF THE CITY'S SENATE BILL 1383 PROGRAM, AND ADOPT A RESOLUTION APPROPRIATING FUNDS
14. CONSIDERATION TO APPROVE THE COLOR SCHEME FOR EXTERIOR PAINTING OF CITY HALL AND THE POLICE DEPARTMENT
15. CONSIDERATION TO APPROVE THE PURCHASE OF FOUR POLICE VEHICLES AND INSTALLATION OF REQUIRED EMERGENCY EQUIPMENT, ADOPT A RESOLUTION TO APPROPRIATE THE FUNDS, AND APPROVE DISPOSITION OF SURPLUS CITY-OWNED VEHICLES
16. CONSIDERATION TO APPROVE A MEMORANDUM OF UNDERSTANDING WITH INTERNATIONAL INSTITUTE OF LOS ANGELES TO PARTICIPATE IN THE LOW INCOME FARE IS EASY PROGRAM
17. CONSIDERATION TO APPROVE A MEMORANDUM OF UNDERSTANDING WITH LOS ANGELES UNIFIED SCHOOL DISTRICT MILLER CAREER AND TRANSITION CENTER FOR A WORK-BASED LEARNING OPPORTUNITY VOLUNTEER PROGRAM
18. CONSIDERATION TO APPROVE A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH BEAR COMMUNICATIONS, INC., DBA BEARCOM TO UPDATE, REPLACE, AND INCREASE SECURITY MEASURES FOR THE SAN FERNANDO POLICE FACILITY
19. CONSIDERATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH TURBO DATA SYSTEMS, INC., TO PROVIDE ADMINISTRATIVE CITATIONS, PARKING CITATIONS, NOTICE TO APPEAR PROCESSING, AND RACIAL AND IDENTITY PROFILING ACT REPORTING
20. CONSIDERATION TO ADOPT A RESOLUTION ACCEPTING THE CALIFORNIA DEPARTMENT OF JUSTICE TOBACCO GRANT PROGRAM FUNDS TO SUPPORT THE UNDER-AGE TOBACCO PURCHASE PREVENTION PROGRAM, AND ADOPT A RESOLUTION TO APPROPRIATE THE FUNDS

The motion carried, unanimously.

Motion by Councilmember Garcia, seconded by Councilmember Solorio to approve:

11. CONSIDERATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH YUNEX TRAFFIC LLC, FORMERLY SIEMENS MOBILITY, INCORPORATED FOR ON-CALL TRAFFIC SIGNAL MAINTENANCE SERVICES

The motion carried, with Councilmember Fajardo absent.

12. CONSIDERATION TO APPROVE A PROFESSIONAL SERVICES CONTRACT WITH WEST COAST ARBORISTS, INC. FOR CITY-WIDE TREE MAINTENANCE SERVICES

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Motion by Councilmember Fajardo, seconded by Councilmember Solorio to direct staff to continue the month-to-month contract through Spring and to direct staff to come back to the next Council meeting with updates on a Request for Proposal process. The motion was not voted on due to the secondary motion offered by Councilmember Garcia.

Secondary motion by Councilmember Garcia, seconded by Vice Mayor Mendoza to approve the item as presented to: approve a Professional Services Agreement with West Coast Arborists, Inc. (Contract No. 2320) for city-wide tree maintenance services in an amount not-to-exceed the annual fiscal year budget appropriation, for a term of three years with two optional one-year extension; authorize the City Manager, or designee, to make non-substantive changes and execute the agreement and to direct staff to begin a Request for Proposal process to return to the City Council at a future date uncertain. The motion carried, by the following vote:

ROLL CALL

AYES:	Garcia, Solorio, Mendoza, Rodriguez - 4
NAYES:	Fajardo - 1
ABSTAIN:	None
ABSENT:	None

Item heard out of order

22. DISCUSSION AND CONSIDERATION TO APPOINT A COUNCILMEMBER TO SERVE THE REMAINDER OF A TWO-YEAR TERM EXPIRING ON MAY 4, 2025 AS THE REGIONAL COUNCIL DISTRICT 67 REPRESENTATIVE ON THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS

City Clerk Fritz presented the staff report and responded to Councilmember questions.

Motion by Vice Mayor Mendoza, seconded by Councilmember Solorio to appoint a Councilmember Victoria Garcia to the Southern California Association of Governments Regional Council District 67 to fill the remaining term expiring May 4, 2025. The motion carried, unanimously.

PUBLIC HEARING

Mayor Rodriguez and Vice Mayor Mendoza stated that due to the distance of the project from their homes, they would be recusing from discussion on the public hearing and left the dais at 7:37 p.m.

Councilmember Fajardo was selected as the presiding officer regarding the public hearing discussion.

21. A PUBLIC HEARING TO CONSIDER ADOPTING AN ORDINANCE AMENDING CHAPTER 106 (ZONING) OF THE SAN FERNANDO MUNICIPAL CODE TO ESTABLISH THE MIXED USE OVERLAY ZONE IN DESIGNATED AREAS OF THE CITY AND AMENDING THE ZONING MAP OF THE CITY OF SAN FERNANDO TO ADD THE MIXED-USE OVERLAY TO CERTAIN PROPERTIES IN THE C-1 AND C-2 ZONE DISTRICTS; ADOPT AN ORDINANCE AMENDING THE SAN

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FERNANDO CORRIDORS SPECIFIC PLAN (SP-5) FIGURE 4.1 – CITY LAND USE DISTRICTS AND OVERLAYS MAP TO ADD THE DOWNTOWN RESIDENTIAL OVERLAY AND FLEX USE OVERLAY TO 11 PARCELS; AND ADOPTING MITIGATED NEGATIVE DECLARATION ADDENDUMS

Councilmember Fajardo opened the public hearing.

Director of Community Development Ramirez presented the staff report and responded to Councilmember questions.

Councilmember Fajardo called for public comments.

The following spoke in opposition:

Brent Bell
Bob Williamson

Motion by Councilmember Fajardo, seconded by Councilmember Solorio to close public comments. The motion carried, with Mayor Rodriguez and Vice Mayor Mendoza absent.

Motion by Councilmember Fajardo, seconded by Councilmember Solorio to continue the public hearing to the next City Council meeting and bring back additional information to include: 1) Better aerial view showing the maximum number of units and lot sizes; 2) What other cities have done to push back on RHNA numbers and what can be done by our city; 3) Examples on how commercial and residential (mixed-use) can co-exist (i.e. Design and Landscape Standards, etc.); 4) What the consequences are for not approving the rezone/mixed-use overlay; and 5) Number of jobs along First Street. The motion carried, with Mayor Rodriguez and Vice Mayor Mendoza absent.

The City Council recessed the meeting at 8:45 p.m. and reconvened at 8:54 p.m. with Vice Mayor Mendoza absent.

ADMINISTRATIVE REPORTS

23. DISCUSSION AND CONSIDERATION TO ADOPT A RESOLUTION ALLOCATING THE BALANCE OF UNUSED COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS TO THE SMALL BUSINESS ASSISTANCE PROGRAM FOR FISCAL YEAR 2024-2025 AND APPROVE UPDATED PROGRAM GUIDELINES

Deputy City Manager/Economic Development Kith presented the staff report and responded to Councilmember questions.

Motion by Councilmember Solorio, seconded by Mayor Rodriguez to adopt Resolution No. 8351 appropriating \$235,800 of the Community Development Block Grant funds in the City's Fiscal Year 2024-2025 Adopted Budget including allocating \$64,506 from the unallocated CDBG funds in FY 2023-2024 to the Small Business Assistance Program, increasing total funding for the SBAP to \$210,110; and approve the updated Small Business Assistance Program Guidelines. The motion carried by the following vote:

SAN FERNANDO CITY COUNCIL

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ROLL CALL

AYES:	Solorio, Fajardo, Rodriguez - 3
NAYES:	Garcia - 1
ABSTAIN:	None
ABSENT:	Vice Mayor Mendoza

24. DISCUSSION AND CONSIDERATION REGARDING CREATION OF A DOMESTIC ABUSE RESPONSE TEAM (DART) TO RESPOND TO NEEDS IN THE COMMUNITY

Mayor Celeste T. Rodriguez pulled the item from consideration.

25. DISCUSSION AND CONSIDERATION REGARDING COMMISSIONER SELECTION PROCESS, APPLICATION UPDATES, AND CONDUCT STANDARDS

Councilmember Joel Fajardo presented the staff report and responded to Councilmember questions.

By consensus, the City Council directed staff to come back to the next City Council meeting to work with Councilmember Fajardo on presenting a revised Commissioner Application to include questions specific to applicant's background and qualifications.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

City Clerk Fritz had no updates to report.

Director of Recreation and Community Services Salcedo provided updates on programming activities including the upcoming Tree Lighting event on December 7.

Director of Public Works Johnson reported that he visited the San Fernando Mission Trail, Pacoima Wash Trail, and Cindy Montañez Natural Park by bicycle to experience the city at night from a cyclist's perspective. He also commented on the upcoming pre-construction meeting with Precision Concrete to address the city's sidewalk trip hazards. Additionally, he invited community members to participate in three events: the parking survey, the Las Palmas Park residential community meeting (Meeting #1), and the December 3 Zoom meeting. Lastly, he noted that the on-site facility condition assessment will begin on December 5.

Director of Community Development Ramirez highlighted the upcoming Special Neighborhood Watch meeting being held on November 20, 2024 at 6:00 p.m. that will provide general housing related information and noted that Spanish translation services will be offered.

Deputy City Manager/Economic Development Kith announced that December 6 marks the one-year anniversary of the opening of the Business & Community Resource Center and will be hosting a anniversary open house celebration event on December 5.

Director of Finance Melton urged residents to set up payment arrangements regarding their past due water billing accounts and noted that staff will be available on Saturday, December 7 to assist residents with enrolling in a payment arrangement program.

SAN FERNANDO CITY COUNCIL

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Police Chief Valdez reported on recent police operations related to shoplifters, DUI checkpoint statistics; and on planned safety enforcement operations for the holiday shopping season.

City Manager Kimball commented on the agenda packet, staff's work and noted that the contract management list will be included as an attachment to the Enhancement and Priorities staff report.

GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES

Councilmember Fajardo requested to close the meeting in memory of Nevaeh Crain; extended congratulations to Mayor Rodriguez regarding her election to the State Assembly and talked about the last two years of the City Council and its functionality. He also commented on conditions at the Cindy Montañez Natural Park noting missing fencing. In addition, he spoke about the Presidential election and requested that staff return to a future Council meeting with information on Proposition 36 and its effects to the community.

Councilmember Garcia extended congratulations to Mayor Rodriguez on her election to the State Assembly, mentioned having discussions with public works staff, and thanked staff for their work.

Councilmember Solorio extended congratulations to Mayor Rodriguez on her election to the State Assembly and reported her recent appointment as Vice President on the Board of Directors for Independent Cities Association.

Mayor Rodriguez mentioned that this would be the last City Council meeting she would be presiding over as a member of the San Fernando City Council, expressed thanks to staff and colleagues for all their work and wished Councilmember Solorio a Happy Birthday.

ADJOURNMENT (9:56 p.m.)

Mayor Rodriguez adjourned the meeting in memory of Nevaeh Crain to the regular meeting of December 2, 2024.

I do hereby certify that the foregoing is a true and correct copy of the minutes of the November 18, 2024, Regular meeting and approved by the San Fernando City Council at the meeting of _____.

Julia Fritz, CMC
City Clerk

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AGENDA REPORT

To: Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Erica D. Melton, Director of Administrative Services

Date: December 2, 2024

Subject: Consideration to Adopt a Resolution Approving the Warrant Register

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 24-121 (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. 24-121, including:
Exhibit A: Payment Demands/Voucher List

RESOLUTION NO. 24-121

**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. 24-121**

**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 2nd day of December 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. 24-121, 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 2nd day of December, 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 December, 2024.

Julia Fritz, City Clerk

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Voucher List

CITY OF SAN FERNANDO

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Bank code :bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
238256	12/2/2024	892784 892784 BARAJAS, MARIA BERENICE	(Continued)		Total :	693.00
238257	12/2/2024	892426 BEARCOM	5810407		MAINTENANCE AGREEMENT FOR RAD	
				13309	001-135-0000-4260	9,700.39
				13309	043-390-0000-4260	1,293.39
				13309	070-381-0000-4260	517.35
				13309	072-360-0000-4260	905.37
				13309	070-384-0000-4260	517.35
					Total :	12,933.85
238258	12/2/2024	888800 BUSINESS CARD	101424		ORAL BOARD LUNCH-ASSIST TO THE (
					001-133-0000-4270	151.58
			101424		ANNUAL MEMBERSHIP DUES	
					001-107-0000-4380	125.00
			101724		ROCK WALL RENTAL-MISC FEES	
					004-2385	350.00
			101824		CITY CALENDAR & INT'L CHARGE	
					001-135-0000-4260	1,265.00
			102824-1		DECORATIONS FOR LP PARK	
					001-422-0000-4300	31.95
			103124		HOLIDAY CARDS	
					001-422-0000-4300	133.36
			110524		SOCCER NETS	
					001-420-0000-4300	88.18
			111324		TABLING SUPPLIES-BUS. & COMM. RE:	
					001-107-0305-4300	217.84
			111424		ANNUAL MEMBERSHIP FEE	
					001-130-0000-4360	399.00
			111524-1		LODGING-2024 CE CONFERENCE IN LC	
					001-152-0000-4370	1,008.72
			111524-2		LODGING-2024 CE CONFERENCE IN LC	
					001-152-0000-4370	888.73
			111824		AD-SENIOR SEWER WORKER RECRUIT	
					001-133-0000-4230	335.00
			111824		FRAMES	
					001-101-0000-4300	99.14
			111824		LODGING-MMASC CONF ON 11/13-11/1	

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Voucher List

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Bank code :

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
238258	12/2/2024	888800 BUSINESS CARD	(Continued)			
			111824-1		001-310-0000-4370 2025 PLANNERS	710.38
			111824-2		001-130-0000-4300 POWER STRIPS-RCS LEARNING CENT	39.67
			111924		121-422-3689-4600 DINNER FOR CC MTG-11/18/24	152.10
			111924		001-101-0000-4300 REFRESHMENTS FOR CC MTG-10/07/2	193.38
			111924		001-101-0000-4300 LODGING-2024 CE CONFERENCE IN L	24.01
			111924-1		001-152-0000-4370 SDD DRIVE	35.83
			111924-2		001-135-0000-4300 OFFICE SUPPLIES	54.01
					001-101-0000-4300	7.14
			112024		001-105-0000-4300 DESK CALENDAR	10.52
			112024		001-105-0000-4300 TRAINING COURSE-"CHANGE IS HARD	16.76
			112124		001-115-0000-4380 BUSINESS CARDS	60.00
					001-222-0000-4300	50.98
					001-420-0000-4300	50.98
					Total :	6,499.26
238259	12/2/2024	887810 CALGROVE RENTALS, INC.	192854-1	13230	RENTAL OF EQUIPMENT 001-424-0000-4300	333.47
					Total :	333.47
238260	12/2/2024	892464 CANON FINANCIAL SERVICES, INC	36324692	13206	FY 2024-2025 CANON COPIER LEASE-† 001-135-0000-4260	2,005.79
					Total :	2,005.79
238261	12/2/2024	892465 CANON SOLUTIONS AMERICA, INC.	6009826013	13211	FY 2024-2025 CANON MAINTENANCE & 001-135-0000-4260	209.93
			6009857829		FY 2024-2025 CANON MAINTENANCE &	

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Bank code :		bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
238261	12/2/2024	892465 CANON SOLUTIONS AMERICA, INC.	(Continued)	13211	001-135-0000-4260	394.81	
					Total :	604.74	
238262	12/2/2024	894600 CARGILL, INCORPORATED	2910125408	13240	NSF CERTIFIED BULK SALT FOR THE II	6,119.93	
			2910178047	13240	070-384-0000-4300 NSF CERTIFIED BULK SALT FOR THE II	5,843.81	
			2910216340	13240	070-384-0000-4300 NSF CERTIFIED BULK SALT FOR THE II	6,136.33	
			2910228172	13240	070-384-0000-4300 NSF CERTIFIED BULK SALT FOR THE II	6,343.17	
					Total :	24,443.24	
238263	12/2/2024	894866 CARRIER CORPORATION	90394280	13334	HVAC UPGRADES AT LAS PALMAS PAR	115,567.50	
					121-422-3689-4600	Total :	115,567.50
238264	12/2/2024	100476 CCP INDUSTRIES INC.	IN05060911		SAFETY SUPPLIES	1,130.06	
			INV05061702		070-384-0000-4310 SAFETY SUPPLIES	117.36	
					070-384-0000-4310	Total :	1,247.42
238265	12/2/2024	103948 CDW GOVERNMENT, INC.	AB2Z66K	13185	SMART BOARD FOR COMMUNITY ROC	58.89	
					001-423-0000-4380	Total :	58.89
238266	12/2/2024	894010 CHARTER COMMUNICATIONS	0283057110524		LP CABLE SERVICE-11/05-12/04		
			1877016011100124		001-420-0000-4260	277.70	
					PW CABLE-11/05-12/04		
			187701801110124		043-390-0000-4260	140.12	
					CITY HALL CABLE-11/05-12/04		
					001-190-0000-4220	1.60	
			187701801110724		INTERNET SERVICES-11/01-12/09		
					001-190-0000-4220	1,399.00	
					Total :	1,818.42	
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Bank code :		bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
238267	12/2/2024	894634 CINDY'S JUMPERS LLC	88146		TRACKLESS TRAIN FOR HOLIDAY TRE 001-424-0000-4260	1,692.00	
					Total :	1,692.00	
238268	12/2/2024	894289 CITY OF ANGELS COMMUNITY	120724		HOLIDAY TREE LIGHTING CHOIR 001-424-0000-4260	1,200.00	
					Total :	1,200.00	
238269	12/2/2024	100713 CITY OF GLENDALE	3189		WATER MASTER-ULARA (JULY'24-SEP1 070-381-0000-4450	7,300.64	
					Total :	7,300.64	
238270	12/2/2024	103029 CITY OF SAN FERNANDO	6784-6818		REIMB. TO WORKER'S COMP ACCT 006-1038	20,342.96	
					Total :	20,342.96	
238271	12/2/2024	894794 CIVICA LAW GROUP, APC	14503	13188	CODE ENFORCEMENT LEGAL SERVI 001-152-0000-4270	8,735.50	
					Total :	8,735.50	
238272	12/2/2024	894788 COMMUNITY BRIDGE HOUSING CORP	5685	13202	TEMPORARY HOUSING SERVICES-OC 028-155-0000-4270	1,000.00	
					Total :	1,000.00	
238273	12/2/2024	100805 COOPER HARDWARE INC.	140778	13255	MISCELLANEOUS SUPPLIES 070-383-0000-4310	90.21	
			140850	13255	MISCELLANEOUS SUPPLIES 001-311-0000-4300	249.62	
					Total :	339.83	
238274	12/2/2024	893904 CRICKET CONSULTING	1543	13225	SCADA PROGRAMMING, EQUIP., INSTA 070-384-0000-4260	1,979.00	
					Total :	1,979.00	
238275	12/2/2024	893915 DAVIDSON, ROBERT	REIMB.		WORK BOOTS 072-360-0000-4310	160.94	
					Total :	160.94	
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238276	12/2/2024	893114 DE LA PENA, RICHARD	REIMB.		IMSA MEMBERSHIP RENEWAL 001-370-0000-4360	100.00 Total : 100.00
238277	12/2/2024	894159 DE LEON, CYNTHIA	NOV 2024	13213	LINE DANCE INSTRUCTOR 017-420-1362-4260	87.50 Total : 87.50
238278	12/2/2024	887121 DELL MARKETING L.P.	10781615292 10781961952	13328 13327	FINANCE DIRECTOR LAPTOP REPAIR 001-135-0000-4300 TWO DELL COMPUTERS FOR LP PARK 001-135-0000-4260	280.20 3,572.32 Total : 3,852.52
238279	12/2/2024	890090 DEPARTMENT OF INDUSTRIAL	S2112408MR		CONVEYANCE NON-COMPLIANCE 043-390-0000-4330	675.00 Total : 675.00
238280	12/2/2024	891425 DIAZ, MARISOL	REIMB.		SUPPLIES-VARIOUS PROG & EVENTS 004-2346 001-424-0000-4300	24.30 153.82 Total : 178.12
238281	12/2/2024	894863 DIXON RESOURCES UNLIMITED	4343	13290	RESIDENTIAL PARKING PERMIT IMPL 001-310-0000-4270	6,320.00 Total : 6,320.00
238282	12/2/2024	894626 DOMINGUEZ, GRACIE	INV01454		BALLOONS & MARQUEE LETTERS-HOI 004-2385	1,170.00 Total : 1,170.00
238283	12/2/2024	893052 ENVIROTEK	C-3601		GRAFFITI REMOVER 001-312-0000-4300	1,336.01 Total : 1,336.01
238284	12/2/2024	894900 ERICK'S AUTO GLASS	389		VEHICLE MAINT-PW3989 041-320-0311-4400	257.16
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
238284	12/2/2024	894900 894900 ERICK'S AUTO GLASS	(Continued)			Total : 257.16
238285	12/2/2024	893473 ESQUIVEL, ERNESTO	E.ESQUIVEL IDR		ADPP PAYMENT 001-224-0000-4124	4,599.00 Total : 4,599.00
238286	12/2/2024	890879 EUROFINS EATON ANALYTICAL, INC	3800066789	13226	FULL-SERVICE ENVIRONMENTAL CITY 070-384-0000-4260	5,905.00 Total : 5,905.00
238287	12/2/2024	101144 FANTASY FLOWERS & BALLOONS	110524		PLANT FOR SENIOR CLUB 004-2380	54.57 Total : 54.57
238288	12/2/2024	894906 FARONICS TECHNOLOGIES USA INC	INUS0228574	13341	10 DEEP FREEZE CLOUD ULTIMATE SC 121-135-3689-4260	1,965.00 Total : 1,965.00
238289	12/2/2024	101147 FEDEX	8-675-41557		COURIER SERVICES 001-190-0000-4280	38.93 Total : 38.93
238290	12/2/2024	893029 FERGUSON WATERWORKS #1083	0037527-1 0038187	13247 13247	FIRE HYDRANT, FIRE SVC, & WATER S' 070-385-0701-4600 FIRE HYDRANT, FIRE SVC, & WATER S' 070-385-0701-4600	1,031.88 401.54 Total : 1,433.42
238291	12/2/2024	892198 FRONTIER COMMUNICATIONS	209-150-5145-010598 209-150-5250-081292 209-151-4941-102990 209-151-4942-041191 209-151-4943-081292		PAC 50 TO SHERIFFS 001-222-0000-4220 RADIO REPEATER 001-222-0000-4220 POLICE PAGING 001-222-0000-4220 CITY YARD AUTO DIALER 070-384-0000-4220 RADIO REPEATER 001-222-0000-4220	541.74 43.23 53.51 57.40 43.23
						Page: 8

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount			
238291	12/2/2024	892198 FRONTIER COMMUNICATIONS	(Continued)		POLICE PHONE LINES				
			209-188-4362-031792		001-222-0000-4220	1,382.13			
			209-188-4363-031892		VARIOUS PHONE LINES				
					001-190-0000-4220	105.83			
					070-384-0000-4220	373.46			
					001-420-0000-4220	265.88			
			818-361-0901-051499		SEWER FLOW MONITOR				
					072-360-0000-4220	90.51			
			818-361-2472-031415		PW PHONE LINES (SCADA)				
					070-384-0000-4220	771.12			
			818-361-3958-091407		CNG STATION				
					074-320-0000-4220	72.29			
			818-365-0007-060223		EOC PHONE LINES				
					001-222-0000-4220	456.30			
			818-365-0026-071223		PD NON EMERGENCY PHONE LINE				
					001-222-0000-4220	499.48			
			818-365-5097-120298		POLICE NARCOTICS VAULT				
					001-222-0000-4220	69.86			
			818-837-7174-052096		PD SPECIAL ACTIVITIES PHONE LINE				
					001-222-0000-4220	45.60			
			818-838-1841-112596		ENGINEERING FAX MODEM				
					001-310-0000-4220	46.79			
Total :						4,918.36			
238292	12/2/2024	893953 GALE, PAUL JOHN	NOV 2024	13231	SHOTOKAN KARATE CLASSES				
					017-420-1326-4260	126.00			
Total :						126.00			
238293	12/2/2024	894799 GALVAN, OSVALDO MIGUEL	102920241		MUSICAL TRIO-SENIOR DANCE12/14/2-				
					004-2380	750.00			
Total :						750.00			
238294	12/2/2024	894008 GMU PAVEMENT ENGINEERING	66500	13091	ON CALL PAVEMENT DESIGN SERVICE				
					008-311-0560-4600	10,986.51			
					012-311-0560-4600	3,580.99			
					ON CALL PAVEMENT DESIGN SERVICE				
				13091					
				66593					
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
238294	12/2/2024	894008 GMU PAVEMENT ENGINEERING	(Continued)			
				13091	008-311-0560-4600	1,159.49
			66667		ON CALL PAVEMENT DESIGN SERVICE	
				13091	008-311-0560-4600	30,846.25
			66774		ON CALL PAVEMENT DESIGN SERVICE	
				13091	008-311-0560-4600	23,523.00
Total :						70,096.24
238295	12/2/2024	101279 GOMEZ-GARCIA, SONIA	REIMB.		WELLNESS BENEFIT REIMB. FY24/25	
					001-130-0000-4140	400.00
Total :						400.00
238296	12/2/2024	894841 GONZALEZ, MICAELA	REIMB.		MISC SUPPLIES-SENIOR PROG	
					004-2346	64.97
					001-422-0000-4390	17.69
Total :						82.66
238297	12/2/2024	101376 GRAINGER, INC.	9297716921		BUILDING SUPPLIES, ELECTRICAL & V	
				13302	043-390-0000-4300	687.07
			9297716939		BUILDING SUPPLIES, ELECTRICAL & V	
				13302	043-390-0000-4300	112.43
			9307666926		BUILDING SUPPLIES, ELECTRICAL & V	
				13302	001-311-0000-4300	123.36
			9307796210		BUILDING SUPPLIES, ELECTRICAL & V	
	13302	043-390-0000-4300	276.84			
		9309197672		BUILDING SUPPLIES, ELECTRICAL & V		
			13302	001-370-0000-4300	408.69	
Total :						1,608.39
238298	12/2/2024	893344 GRAND ELECTRICAL SUPPLY	201728		MATL'S TO REPAIR STREET LIGHTS	
					027-344-0000-4300	91.45
Total :						91.45
238299	12/2/2024	894512 GUILLEN, JEANETTE	REIMB.		PRIZES FOR LP PARK BINGO	
					004-2346	58.03
					001-420-0000-4390	5.49
				Total :		

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Bank code :		bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
238300	12/2/2024	101436 HACH COMPANY	14254813		WATER TESTING SUPPLIES 070-384-0000-4310	296.91	
					Total :	296.91	
238301	12/2/2024	890594 HEALTH AND HUMAN RESOURCE	E0332567		EAP-DEC 2024 001-133-0000-4260	250.90	
					Total :	250.90	
238302	12/2/2024	894850 HILL, MASON	REIMB.-1		TUITION REIMB-PROFESSIONAL 001-225-0000-4365	616.00	
			REIMB.-2		TUITION REIMB-EVIDENCE BASED 001-225-0000-4365	2,384.00	
					Total :	3,000.00	
238303	12/2/2024	888607 INTEGRA CLEAR CO	0140815-IN		TABLETS FOR RES #4A-DECHLORINAT 070-384-0000-4310	2,312.49	
					Total :	2,312.49	
238304	12/2/2024	894853 JOE MAR POLYGRAPH	2024-06-011		POLYGRAPH SERVICES 001-222-0000-4270	250.00	
			2024-08-007-1		POLYGRAPH SERVICES 001-222-0000-4270	250.00	
			2024-08-007-2		POLYGRAPH SERVICES 001-222-0000-4270	250.00	
			24-001-SFPD		POLYGRAPH SERVICES 001-222-0000-4270	250.00	
					Total :	1,000.00	
238305	12/2/2024	892118 JOHN ROBINSON CONSULTING, INC.	SF202001-56	12145	UPPER RESERVOIR REPL CONSTR. M 121-385-0716-4600	1,200.00	
					Total :	1,200.00	
238306	12/2/2024	892833 KIM TURNER, LLC	5752		RGSTR-COMPLACENCY & CRITICAL DI 001-225-0000-4360	149.00	
					Total :	149.00	
238307	12/2/2024	891794 KIMBALL, NICK	REIMB.		PARKING FEE-LAEDC EDDY AWARD CE 001-105-0000-4370	24.00	
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238307	12/2/2024	891794 891794 KIMBALL, NICK	(Continued)				Total : 24.00
238308	12/2/2024	894129 KITH, KANIKA	REIMB.-1		PARKING REIMB.-CINDY MONTANEZ TI 001-107-0000-4370	12.00	
					Total :	12.00	
238309	12/2/2024	894574 KOUNKUEY DESIGN INITIATIVE INC	2320-12	13075	A LAND & OPEN SPACE INVENTORY S 010-420-0516-4600	1,154.62	
					001-423-0000-4260	29.94	
					Total :	1,184.56	
238310	12/2/2024	101990 L.A. COUNTY METROPOLITAN	6023928		TAP CARDS-OCT 2024 007-440-0441-4260	57.60	
					Total :	57.60	
238311	12/2/2024	101971 L.A. MUNICIPAL SERVICES	004-750-1000		ELECTRIC-13003 BORDEN 070-384-0000-4210	8,429.43	
			494-750-1000		WATER-12900 DRONFIELD 070-384-0000-4210	131.52	
			500-750-1000		ELECTRIC-13655 FOOTHILL 070-384-0000-4210	104.50	
			594-750-1000		ELECTRIC-12900 DRONFIELD 070-384-0000-4210	5,492.68	
			657-750-1000		ELECTRIC-14060 SAYRE 070-384-0000-4210	5,435.07	
			757-750-1000		WATER-14060 SAYRE 070-384-0000-4210	28.19	
			993-750-1000		WATER-13003 BORDEN 070-384-0000-4210	1,048.62	
					Total :	20,670.01	
238312	12/2/2024	101848 LANGUAGE LINE SERVICES	11431119		INTERPRETATION SERVICES 001-222-0000-4260	26.32	
					Total :	26.32	
238313	12/2/2024	101852 LARRY & JOE'S PLUMBING	2300926-0001-02		GATEWAY/CESAR CHAVEZ BACKFLOW 043-390-0000-4300	195.78	
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238313	12/2/2024	101852101852 LARRY & JOE'S PLUMBING	(Continued)			Total : 195.78	
238314	12/2/2024	101920 LIEBERT CASSIDY WHITMORE	275669		LEGAL SERVICES		
			276715		001-112-0000-4270	170.00	
			276728		LEGAL SERVICES	5,801.00	
			276765		001-112-0000-4270	1,648.00	
			276768		LEGAL SERVICES	68.00	
			276772		001-112-0000-4270	2,279.00	
			276779		LEGAL SERVICES	1,806.00	
			276783		001-112-0000-4270	322.00	
			276791		LEGAL SERVICES	578.00	
			278750		001-112-0000-4270	1,496.00	
			278751		LEGAL SERVICES	20,853.00	
			278796		001-112-0000-4270	204.00	
			278797		LEGAL SERVICES	1,032.00	
			278798		001-112-0000-4270	4,558.00	
			278813		LEGAL SERVICES	1,258.00	
					001-112-0000-4270	2,015.00	
					Total :	44,088.00	
238315	12/2/2024	101948 LOPEZ, LETICIA	REIMB.		PARKING REIMB.-CALPERS EDUCATIO		
					001-133-0000-4370	60.00	

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238315	12/2/2024	101948101948 LOPEZ, LETICIA	(Continued)			Total : 60.00	
238316	12/2/2024	892477 LOWES	9747-75242		REPL STOLEN WIRE-1500 BLK OF TRU		
			9747-91825		027-344-0000-4300	669.88	
			9747-92094		FURNITUR-REC PARK COMP ROOM	1,295.82	
			9747-92210		121-135-3689-4260	1,863.62	
					OFFICE BLINDS-CC CHAMBERS		
					043-390-0000-4300	1,863.62	
					PAINT & TILE-REC PARK COMP ROOM		
					121-135-3689-4260	926.87	
					Total :	4,756.19	
238317	12/2/2024	888468 MAJOR METROPOLITAN SECURITY	1116736		ALARM MONITORING AT ALL CITY FACI		
			1116737	13303	043-390-0000-4330	25.00	
			1116738	13303	ALARM MONITORING AT ALL CITY FACI	25.00	
			1116739	13303	043-390-0000-4330	25.00	
			1116740	13303	ALARM MONITORING AT ALL CITY FACI	25.00	
			1116741	13303	043-390-0000-4330	15.00	
			1116742	13303	ALARM MONITORING AT ALL CITY FACI	25.00	
			1116743	13303	043-390-0000-4330	25.00	
			1116744	13303	ALARM MONITORING AT ALL CITY FACI	25.00	
			1116745	13303	043-390-0000-4330	25.00	
			1116746	13303	ALARM MONITORING AT ALL CITY FACI	25.00	
			1116747	13303	043-390-0000-4330	25.00	
			1116748	13303	070-384-0000-4260	25.00	
					ALARM MONITORING AT ALL CITY FACI		

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238317	12/2/2024	888468 MAJOR METROPOLITAN SECURITY	(Continued)						
				13303	070-384-0000-4260		30.00		
			1116749		ALARM MONITORING AT ALL CITY FACI				
			13303	070-384-0000-4260		30.00			
			1116750		ALARM MONITORING AT ALL CITY FACI				
				13303	070-384-0000-4260		30.00		
					Total :		380.00		
238318	12/2/2024	892471 MATHESON TRI-GAS INC	0030530371		WELDING GAS				
					043-390-0000-4300		296.89		
					Total :		296.89		
238319	12/2/2024	888242 MCI COMM SERVICE	7DL39365		ALARM LINE-1100 PICO				
					001-420-0000-4220		38.99		
					Total :		38.99		
238320	12/2/2024	894221 MELTON, ERICA D.	13-21		PETTY CASH REIMBURSEMENT				
					001-133-0000-4300		104.01		
					001-310-0000-4300		143.35		
					001-423-0000-4300		36.29		
					017-420-1334-4300		14.09		
					Total :		297.74		
238321	12/2/2024	102148 METROPOLITAN WATER DISTRICT	11660		OCT'24-MWD MONTHLY CAPACITY CH/				
				13279	070-384-0000-4430		9,911.20		
					Total :		9,911.20		
238322	12/2/2024	102226 MISSION LINEN SUPPLY	522758188		LAUNDRY SERVICES FOR PD				
				13252	001-225-0000-4350		383.85		
					Total :		383.85		
238323	12/2/2024	894004 MURILLO, NICHOLAS	894004		K9 FOOD & SUPPLIES				
					001-225-0000-4270		290.52		
					Total :		290.52		
238324	12/2/2024	893454 NACHO'S ORNAMENTAL INC	INV395804		MATL'S TO REPAIR TAILGATE ON MAIN				
					043-390-0000-4300		32.72		
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238324	12/2/2024	893454 893454 NACHO'S ORNAMENTAL INC	(Continued)			Total :	32.72	
238325	12/2/2024	893348 NCSI	51177		BACKGROUND CHECKS 017-420-1337-4260	Total :	55.50 55.50	
238326	12/2/2024	894467 NORTH VALLEY CARING	SEPT 2024	12946	HOMELESS STREET OUTREACH SERV 121-155-3689-4260	Total :	12,860.12 12,860.12	
238327	12/2/2024	102412 NORTHEAST VALLEY HEALTH CORP.	FY24-255		CIF: ANNUAL TOY DISTRIBUTION 053-101-0113-4430 053-101-0107-4430	Total :	500.00 150.00 650.00	
238328	12/2/2024	102423 OCCU-MED, INC.	1124901		PRE-EMPLOYMENT PHYSICALS 001-133-0000-4260	Total :	1,698.00 1,698.00	
238329	12/2/2024	894100 ODP BUSINESS SOLUTIONS , LLC	385329203002		OFFICE SUPPLIES 001-150-0000-4300		9.39	
			385329302001		TONER & SUPPLIES 001-150-0000-4300		228.61	
			386152437001		OFFICE SUPPLIES 001-222-0000-4300		41.08	
			386152790001		OFFICE SUPPLIES 001-222-0000-4300		134.42	
			388846121001		OFFICE SUPPLIES 001-424-0000-4300		46.28	
			390084938001		OFFICE SUPPLIES 001-222-0000-4300		23.22	
			390084943001		OFFICE SUPPLIES 001-222-0000-4300		105.24	
			390422533001		CHAIRMAT 043-390-0000-4300		130.86	
			3915745634001		OFFICE SUPPLIES 070-384-0000-4310		262.26	
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238329	12/2/2024	894100 ODP BUSINESS SOLUTIONS , LLC	(Continued) 392304963001		TONER & COPY PAPER 070-384-0000-4300 070-381-0000-4300 041-320-0000-4300 OFFICE SUPPLIES 001-311-0000-4300 2025 DESK & WALL CALENDARS 043-390-0000-4300 OFFICE SUPPLIES 070-383-0000-4300 TONER, COPY PAPER & SUPPLIES 001-422-0000-4300 OFFICE SUPPLIES 001-222-0000-4300 OFFICE SUPPLIES 001-222-0000-4300 Total :	90.00 75.71 75.71 90.67 100.06 63.55 302.91 168.88 102.74 2,051.59
238330	12/2/2024	894123 OLIVAREZ MADRUGA LAW	26122 26123		LEGAL SERVICES-SEPT 2024 001-110-0000-4270 LEGAL SERVICES-SEPT 2024 001-110-0000-4270 Total :	21,916.13 5,378.10 27,294.23
238331	12/2/2024	890095 O'REILLY AUTOMOTIVE STORES INC	4605-198340 4605-199461 4605-199462		VEHICLE MAINT-PW4534 072-360-0000-4400 VEHICLE MAINT-ME9503 041-320-0320-4400 VEHICLE MAINT-PK0935 041-320-0390-4400 Total :	84.89 107.33 21.47 213.69
238332	12/2/2024	894746 PRECISION CIVIL	30639	13178	MIXED USE OVERLAY-OCT 2024 001-150-0000-4270 Total :	6,324.02 6,324.02
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238333	12/2/2024	102707 PUEBLO Y SALUD, INC	FY24-25		CIF: HOLIDAY FOOD DISTRIBUTION 053-101-0113-4430 Total :	700.00 700.00
238334	12/2/2024	894306 QUENCH USA, INC.	INV08103685 INV08182357		DRINKING WATER 001-222-0000-4300 DRINKING WATER 001-222-0000-4300 Total :	114.61 110.25 224.86
238335	12/2/2024	102738 QUINTERO ESCAMILLA, VIOLETA	NOV 2024	13217	SENIOR MUSIC CLASS INSTRUCTOR 017-420-1323-4260 Total :	780.50 780.50
238336	12/2/2024	894891 RAUL'S CATERING LLC	1039	13332	CATERING SERVS FOR SENIOR Danci 004-2380 Total :	5,325.25 5,325.25
238337	12/2/2024	894408 RINCON CONSULTANTS INC	59384 59566 60237 60912 60991	13181 13181 13181 13180 13181	STAFF AUGMENTATION SERVICES-JUL 001-150-0000-4270 STAFF AUGMENTATION SERVICES-AUG 001-150-0000-4270 STAFF AUGMENTATION SERVICES-SEP 001-150-0000-4270 RESIDENTIAL LANDSCAPE ORDINANCE 001-150-0000-4270 STAFF AUGMENTATION SERVICES-OCT 001-150-0000-4270 Total :	7,363.28 13,702.84 11,554.99 7,818.50 14,891.80 55,331.41
238338	12/2/2024	102855 RIO HONDO COLLEGE	F24-132ZSFN F24-93-ZFSN		PRE-ACADEMY 001-225-0000-4360 RGSTR-ARREST & CONTROL COURSE 001-225-0000-4360 Total :	66.04 25.00 91.04
238339	12/2/2024	894165 RIVERA, BRANDON	REIMB.		WORK BOOTS	
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238339	12/2/2024	894165 RIVERA, BRANDON	(Continued)		043-390-0000-4310			306.58
					Total :			306.58
238340	12/2/2024	894763 RODRIGUEZ, ANDREW	TRAVEL		CACEO 2024 CE CONF ON 11/12-11/14 I			124.52
					001-152-0000-4370			124.52
					Total :			124.52
238341	12/2/2024	102929 ROYAL PAPER CORPORATION	5432335		CLEANING SUPPLIES FOR PARK FACIL			169.37
				13335	001-420-0000-4300			169.37
				13335	001-422-0000-4300			450.51
				13335	001-423-0000-4300			169.37
				13335	001-424-0000-4300			958.62
					Total :			958.62
238342	12/2/2024	887165 RYAN HERCO PRODUCTS CORP	B321900		IX-UNIT SUPPLIES/PARTS			1,021.24
					070-384-0000-4310			1,021.24
					Total :			1,021.24
238343	12/2/2024	894782 SALCEDO, JULIO	REIMB.		SUPPLIES-AFTER SCHOOL TEEN PROJ			175.18
					001-423-0000-4300			175.18
					Total :			175.18
238344	12/2/2024	887575 SAN FERNANDO EXPLORER POST 521	111123		PROCEEDS FROM SALE OF SURPLUS			5,850.00
			REIMB.		041-320-0000-4450			252.93
					NATIONAL NIGHT OUT EVENT			6,102.93
					001-226-0230-4430			6,102.93
					Total :			6,102.93
238345	12/2/2024	103050 SAN FERNANDO PET HOSPITAL	215083		K9 VET SERVICES			1,675.25
					001-225-0000-4270			75.00
			215086		K9 VET SERVICES			1,750.25
					001-225-0000-4270			1,750.25
					Total :			1,750.25
238346	12/2/2024	103051 SAN FERNANDO POLICE	FY24-25		CIF: ANNUAL CHRISTMAS BASKETS PF			400.00
					053-101-0107-4430			400.00
					053-101-0113-4430			400.00
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238346	12/2/2024	103051 103051 SAN FERNANDO POLICE	(Continued)				Total :	800.00
238347	12/2/2024	103057 SAN FERNANDO VALLEY SUN	12412		PH-ADOPT ORD ZONING CODE			
			12413		001-115-0000-4230	222.75		
					RFP-WATER & SEWER UTILITY RATE S			
					001-115-0000-4230	67.50		
							Total :	290.25
238348	12/2/2024	889023 SAN GABRIEL VALLEY	2024-2025		FY24-25 MEMBERSHIP DUES			
					001-222-0000-4380	400.00	Total :	400.00
238349	12/2/2024	894901 SAUL MINEROFF ELECTRONICS INC	11013		DETECTIVE SURVEILLANCE			
					001-222-0000-4300	1,760.00	Total :	1,760.00
238350	12/2/2024	892619 SIMONZAD, BENNY	REIMB.		TUITION REIMB-MARKETING MANAGEI			
			TRAVEL-5		001-225-0000-4365	710.00		
			TRAVEL-6		PER DIEM-SLI TRAINING ON 12/08-12/1			
					001-225-0000-4360	135.00		
					PER DIEM-SLI TRAINING ON 01/05-01/0			
					001-225-0000-4360	135.00	Total :	980.00
238351	12/2/2024	103184 SMART & FINAL	0157		REFRESHMENTS-SENIOR PROGRAM			
			0256		004-2346	108.51		
					CALLES VERDES EVENT 11/18/24			
					001-310-0000-4300	71.73	Total :	180.24
238352	12/2/2024	103196 SOUTH COAST AIR QUALITY	ARV/63025100		HOSE CLAMP PLIERS			
			ARV/63032736		041-320-0000-4340	32.12		
					BATTERY CHARGER			
					041-320-0000-4320	226.27	Total :	258.39
238353	12/2/2024	103202 SOUTHERN CALIFORNIA EDISON CO.	700363532503		ELECTRIC-117 N MACNEIL			
					043-390-0000-4210	13,818.81		
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238353	12/2/2024	103202 103202 SOUTHERN CALIFORNIA EDISON CO.	(Continued)			Total :	13,818.81
238354	12/2/2024	894311 SPECTRUMVOIP	465515		CITYWIDE LONG DISTANCE VOIP-DEC 001-190-0000-4220	254.48	
						Total :	254.48
238355	12/2/2024	893935 STAGE PLUS INC	379524-1	13280	STAGE & SOUND PRODUCTION FOR C 001-424-0000-4260	6,828.00	
			379824-1	13280	STAGE & SOUND PRODUCTION FOR C 001-424-0000-4260	7,128.00	
						Total :	13,956.00
238356	12/2/2024	894649 STERLING ADMINISTRATION	815030		FSA FUNDING CONTRIBUTION 004-2365	506.64	
			817952		ADMINISTRATIVE FEE: OCT2024 001-133-0000-4260	50.00	
			820947		FSA FUNDING CONTRIBUTION 004-2365	506.64	
						Total :	1,063.28
238357	12/2/2024	888263 SUNBELT RENTALS, INC	162078528-0001		RES #4 INSPECTION-TRI PRO RENTAL 070-384-0000-4260	809.74	
						Total :	809.74
238358	12/2/2024	894130 SUNBURST UNIFORMS	2174		UNIFORMS & ACCESSORIES 001-222-0000-4300	569.29	
			2187	13333	UNIFORMS & ACCESSORIES 001-225-0000-4325	414.94	
			2188	13333	UNIFORMS & ACCESSORIES 001-225-0000-4325	79.91	
			2189	13333	UNIFORMS & ACCESSORIES 001-225-0000-4325	824.45	
			2190	13333	UNIFORMS & ACCESSORIES 001-225-0000-4325	419.29	
			2191	13333	UNIFORMS & ACCESSORIES 001-225-0000-4325	1,861.35	
			2192	13333	UNIFORMS & ACCESSORIES		
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238358	12/2/2024	894130 SUNBURST UNIFORMS	(Continued)				
			2193	13333	001-225-0000-4325 UNIFORMS & ACCESSORIES	953.62	
				13333	001-225-0000-4325	974.43	
						Total :	6,097.28
238359	12/2/2024	889634 THE EAR PHONE CONNECTION	303873		BLUETOOTH ADAPTER & REMOTE 001-222-0000-4300	1,040.20	
						Total :	1,040.20
238360	12/2/2024	103205 THE GAS COMPANY	042-320-6900-7		GAS-910 FIRST 043-390-0000-4210	62.06	
			084-220-3249-3		GAS-505 S HUNTINGTON 043-390-0000-4310	39.69	
			088-520-6400-8		GAS-117 MACNEIL 043-390-0000-4210	91.77	
			090-620-6400-2		GAS-120 MACNEIL 070-381-0000-4210	7.69	
					072-360-0000-4210	7.69	
					043-390-0000-4210	15.38	
			143-287-8131-6		GAS-208 PARK 043-390-0000-4210	66.94	
						Total :	291.22
238361	12/2/2024	101528 THE HOME DEPOT CRC	1972635		SALT-IX OSG SYSTEM 070-384-0000-4310	1,232.77	
			2351414		MATL'S FOR SIDEWALK FORMING 001-311-0000-4300	177.39	
			3342892		MATL'S FOR IRRIG & SIDWALK REPAIR 001-311-0000-4300	117.32	
			3510586		MATL'S FOR POLE REPAIRS-PACOIMA 043-390-0000-4300	339.01	
			4524891		GRAFFITI REMOVAL SUPPLIES 001-312-0000-4300	248.83	
			5611765		MISC SUPPLIES 043-390-0000-4300	64.94	
			6512179		MISC SUPPLIES		
							Page: 22

vchlist

11/26/202412:38:32PM

Voucher List

CITY OF SAN FERNANDO

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Bank code :bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
238361	12/2/2024	101528 THE HOME DEPOT CRC	(Continued)		070-383-0000-4310	420.67
			7343460		EQUIP. & SUPPLIES-NEW RSVR 4A	
					070-384-0000-4310	792.55
			8012214		EQUIPMENT FOR WELL SITES	
					070-384-0000-4310	658.19
			8012219		EQUIPMENT FOR WELL SITES	
					070-384-0000-4310	438.80
			8281176		MATL'S FOR TREE BRANCH DAMAGE-F	
					001-311-0000-4300	86.69
			9201973		LITHIUM CORDLESS LIGHT	
		074-320-0000-4300	219.40			
		9528171		MATL'S TO REPAIR HANDHELD VALVE		
				070-384-0000-4310	355.71	
				MISC SUPPLIES		
				070-384-0000-4310	21.94	
				Total :	5,174.21	
238362	12/2/2024	894052 THE LANGUAGE PROS, INC.	1872		INTERPRETATION AND TRANSLATION :	
				13219	001-101-0000-4270	405.00
			1873		INTERPRETATION AND TRANSLATION :	
				13219	001-101-0000-4270	181.02
			1874		INTERPRETATION AND TRANSLATION :	
				13219	001-101-0000-4270	1,265.07
				Total :	1,851.09	
238363	12/2/2024	894286 THE SORAYAAT CSUN	994		DEP-BALLET FOLKLORICO TICKETS	
					004-2383	1,750.00
				Total :	1,750.00	
238364	12/2/2024	891252 TIMECLOCK PLUS	INV00380194		TIME CLOCK PROFESSIONAL ANNUAL	
				13338	001-135-0000-4260	5,908.50
				Total :	5,908.50	
238365	12/2/2024	893504 TOWN HALL STREAMS, LLC	16085		STREAMING SERVICES-NOV 2024	
					001-115-0000-4260	175.00

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vchlist		Voucher List					Page: 24	
11/26/2024 12:38:32PM		CITY OF SAN FERNANDO						
Bank code : bank3								
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount		
238365	12/2/2024	893504 893504 TOWN HALL STREAMS, LLC	(Continued)			Total :	175.00	
238366	12/2/2024	103413 TRANS UNION LLC	10403414		CREDIT CHECK SERVICES		85.00	
					001-222-0000-4260	Total :	85.00	
238367	12/2/2024	892853 TREE PEOPLE	8	12843	URBAN FOREST MANAGEMENT PLAN		53,934.93	
					110-346-0838-4270	Total :	53,934.93	
238368	12/2/2024	103463 U.S. POSTMASTER	NOV 2024		POSTAGE-NOV UTILITY BILLS		840.44	
					072-360-0000-4300		840.44	
					070-382-0000-4300	Total :	1,680.88	
238369	12/2/2024	103444 ULTRA GREENS, INC	57026		FLOWERS-MACLAY AVE		232.10	
			57060		001-311-0000-4300		140.16	
					FLOWERS-MACLAY AVE	Total :	372.26	
					001-311-0000-4300			
238370	12/2/2024	893863 URIBE, KALLISTA	REIMB.		C.L.E.A.R.S. TRAINING IN UNIVERSAL C		132.55	
					001-222-0000-4370	Total :	132.55	
238371	12/2/2024	893740 UTILITY SYSTEMS SCIENCE &	COSF_11/1-11/30/24	13325	SEWER FLOW MONITORING & WASTE		540.00	
					072-360-0000-4260	Total :	540.00	
238372	12/2/2024	894586 VALLEY VIEWS SFV MEDIA LLC	138		STAGE MANAGEMENT MC-HOLIDAY TF		400.00	
					001-424-0000-4260	Total :	400.00	
238373	12/2/2024	889644 VERIZON BUSINESS	07257485		CITY HALL PHONE LINES		56.90	
			07257486		001-190-0000-4220		17.07	
			07257487		CITY YARD LONG DISTANCE			
					070-384-0000-4220			
					CITY HALL LONG DISTANCE			
							Page: 24	

vchlist		Voucher List					Page: 25	
11/26/2024 12:38:32PM		CITY OF SAN FERNANDO						
Bank code :		bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount		
238373	12/2/2024	889644 VERIZON BUSINESS	(Continued)		001-190-0000-4220	28.45		
			07257488		POLICE LONG DISTANCE			
					001-222-0000-4220	62.76		
			07257489		CITY YARD LONG DISTANCE			
					070-384-0000-4220	11.38		
			07257490		PARKS LONG DISTANCE			
					001-420-0000-4220	17.35		
			07257995		PW-LONG DISTANCE			
					001-310-0000-4220	5.69		
			0758006		CITY HALL LONG DISTANCE			
						001-190-0000-4220	62.59	
						Total :	262.19	
238374	12/2/2024	100101 VERIZON WIRELESS-LA	9976898948		VARIOUS CELL PHONE PLANS			
					001-105-0000-4220	49.91		
					001-222-0000-4220	246.46		
					001-152-0000-4220	180.08		
					001-420-0000-4220	40.01		
					028-155-0000-4300	40.01		
					043-390-0000-4310	254.11		
					070-384-0000-4220	490.30		
					072-360-0000-4220	102.72		
					PD CELL PHONE PLANS			
					001-222-0000-4220	666.26		
						Total :	2,069.86	
238375	12/2/2024	894442 VILLEGAS, JOSE	TRAVEL		CACEO 2024 CE CONF ON 11/12-11/14 I			
					001-152-0000-4370	124.52		
						Total :	124.52	
238376	12/2/2024	103631 WELL	2024-56		REIMB. FOR THE WELL MEMORIAL EDI			
					001-101-0104-4370	3,000.00		
						Total :	3,000.00	
238377	12/2/2024	891531 WILLDAN ENGINEERING	00339945	13318	NPDES CONSULTING SERVICES			
					023-311-0000-4270	122.45		
							Page:	25

vchlist		Voucher List					Page:	26
11/26/2024 12:38:32PM		CITY OF SAN FERNANDO						
Bank code :		bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount		
238377	12/2/2024	891531 WILLDAN ENGINEERING	(Continued) 00629007	12941	TRAFFIC SIGNAL SYNCHRONIZATION I 024-371-0510-4600	267.00		
Total :						389.45		
134	Vouchers for bank code :		bank3		Bank total :	672,788.03		
134	Vouchers in this report				Total vouchers :	672,788.03		

Voucher Registers are not final until approved by Council.

SPECIAL CHECK

EXHIBIT "A"
RES. NO. 24-121

vchlist
11/21/2024 9:23:10AM

Voucher List
CITY OF SAN FERNANDO

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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
238238	11/21/2024	103648 CITY OF SAN FERNANDO	PR 11/22/24		REIMB FOR PAYROLL W/E 11/15/24	
					001-1003	633,814.91
					007-1003	2,336.99
					017-1003	619.02
					027-1003	2,464.39
					028-1003	1,143.21
					029-1003	4,107.38
					030-1003	177.22
					041-1003	8,517.28
					043-1003	26,316.79
					070-1003	64,467.94
					072-1003	21,657.37
					074-1003	1,118.54
					094-1003	1,143.23
					110-1003	23,166.40
					Total :	791,050.67
1 Vouchers for bank code :		bank3				Bank total : 791,050.67
1 Vouchers in this report						Total vouchers : 791,050.67

Voucher Registers are not final until approved by Council.

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SPECIAL CHECKS

EXHIBIT "A"
RES. NO. 24-121

vchlist		Voucher List				Page: 1	
11/21/2024 11:56:17AM		CITY OF SAN FERNANDO					
Bank code :		bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
238239	11/21/2024	892918	GOOD TIMEZ PHOTO BOOTHS	090724	PHOTO BOOTH SERVICE-STAFF FAMIL 001-133-0000-4430	425.00	
						Total :	425.00
238240	11/21/2024	102410	NORTHRIDGE HOSPITAL MEDICAL	83124	SART EXAM 08/16/24 & 08/20/24 001-224-0000-4270	3,780.00	
						Total :	3,780.00
238241	11/14/2024	893115	P.E.R.S. CITY RETIREMENT	100000017672813	EMPL CONTRIB VARIANCE-10/05-10/18 018-222-0000-4124 018-224-0000-4124 018-225-0000-4124	124.73 93.54 1,340.81	
						Total :	1,559.08
238242	11/21/2024	103057	SAN FERNANDO VALLEY SUN	12380	LEGAL NOTICE-MIXED USE OVERLAY F 001-150-0000-4230	168.75	
				12381	LEGAL NOTICE-SPR2024-00_833 N BR/ 001-150-0000-4230	128.25	
						Total :	297.00
238243	11/21/2024	894532	SIRCHIE ACQUISITION COMPANY LL	0666524-IN	EVIDENCE SUPPLIES 001-222-0000-4300	53.22	
						Total :	53.22
5 Vouchers for bank code :		bank3				Bank total :	6,114.30
5 Vouchers in this report						Total vouchers :	6,114.30

Voucher Registers are not final until approved by Council.

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager

Date: December 2, 2024

Subject: Receive and File Status Updates for Enhancements, Projects, and City Council Priorities

RECOMMENDATION:

It is recommended that the City Council receive and file the status report for Fiscal Year (FY) 2024-2025 Enhancements, Capital Projects, and City Council Priorities, and provide direction, as appropriate.

ANALYSIS:

This report is meant to provide City Council and the community with regular status updates and major City efforts, including, but not limited to, FY 2024-2025 approved enhancements, capital improvement projects, and City Council priorities. **Changes to each project since the last meeting have been tracked and are shown in red. Attachment "D" shows City contracts that are approaching the end of the term.**

City Manager's Office & City Clerk's Office.

Title: Downtown Master Plan

Description: During the FY 2022-2023 budget process, the City Council approved funding to develop a Downtown Master Plan (DTMP), including a robust community outreach process. The DTMP will serve as a vision to guide future actions to develop, revitalize, and improve Downtown San Fernando. The budget allocation for this project is \$297,675.

Status: In 2023, the City awarded a professional services agreement to Dudek as lead consultant to work with the City to develop and implement the community engagement plan and prepare the report. The consultant team also includes Problosky Research (multimodal community survey), Walker Consultants (parking analysis), HR&A (economic analysis) and Place It! (community outreach).

To date, the following actions have been completed:

- Multimodal Statistically Significant Survey (December 2023 through March 2024)

Receive and File Status Updates for Enhancements, Projects, and City Council Priorities

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- City Council Ad Hoc Meeting No. 1 (March 11, 2024)
- Community Advisory Committee Meeting No. 1 (April 11, 2024)
- Community Outreach Event No. 1 “Walkshop” (April 27, 2024)
- General Online Survey (April 27, 2024 through May 29, 2024)
- Existing Conditions Analysis (July 2024)
- Presentation of Phase 1 Findings to City Council and Planning Preservation Commission (September 16, 2024)
- Presentation of Phase 1 to the Planning and Preservation Commission on November 12, 2024, was cancelled due to a lack of a quorum.

Next City Council Action: A follow up item will be scheduled for the Planning and Preservation Commission to receive additional comments on the Phase 1 Findings. A subsequent item will be scheduled with City Council to receive final comments on the Phase 1 Findings and close the Public Hearing.

Tentative Completion Date: August 2025.

Title: East San Fernando Valley Light Rail Transit Project

Description: The East San Fernando Valley Light Rail Transit Project (ESFVLRT) (formerly the East San Fernando Valley Transit Corridor Project) is a transit project constructing a light rail line on the east side of the San Fernando Valley to improve connections and access to crucial destinations in the East and Northeast San Fernando Valley. The project is being considered in two (2) phases. Phase 1 is a 6.7-mile at-grade alignment that includes 11 new transit stations along Van Nuys Boulevard, connecting the Orange Line in Sherman Oaks to San Fernando Boulevard in Pacoima. Phase 2 is a 2.5-mile segment running from the terminus of Phase 1 at San Fernando Road/Van Nuys Boulevard in Pacoima to the Sylmar/San Fernando Metrolink Station. Metro is conducting a supplemental study of the Phase 2 segment throughout 2024 to consider additional design options. Funding for the project is provided through Measure R and Measure M.

Status: Phase 1 engineering design has been completed, a Progressive Design Build (PBD) contract has been awarded, and construction commenced earlier this year on Phase 1 of the project along Van Nuys Boulevard. The tentative completion date for Phase 1 is 2031. Metro is currently completing additional safety and design studies for Phase 2 (the San Fernando segment) of the project.

To date, the following actions have been completed:

- City provided comments on initial draft of ESFVLRT Environmental Impact Report (EIR) (October 25, 2017)
- City provided additional comments on draft of ESFVLRT EIR (February 20, 2018)
- City provided final comments on draft of ESFVLRT EIR (March 31, 2020)
- Status update presentation provided to City Council by Metro staff (October 19, 2020)

Receive and File Status Updates for Enhancements, Projects, and City Council Priorities

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- Metro Board certification of the ESFVLRT Final EIR (December 2020). Metro Board requested further studies to address safety and design concerns from the City of San Fernando
- Metro conducted an initial Grade Crossing Analysis for Phase 2 (April 2022 – September 2022)
- Status update presentation provided to City Council by Metro staff on Phase 2 (July 18, 2022)
- Metro Board authorized additional Phase 2 supplemental studies focused on: a) Transit and Multimodal Connectivity, b) Safety, c) Travel Time Savings, Ridership, and Mode Shift, d) Costs, e) Right of Way Impacts, f) Traffic Considerations, and g) Equity Considerations (January 2024 through Summer 2024).
- Status update presentation provided to City Council by Metro staff on Phase 2 (May 20, 2024)

On May 20, 2024, the City Council provided the following feedback to Metro staff:

- Requested Metro present more frequently to provide regular updates to the City.
- Requested additional community outreach meetings prior to Board consideration/approval of alternatives.
- Offered the City Council Chambers, or other City spaces, for Metro's community outreach and offered the City's assistance in hosting and promoting the event.

Next City Council Action: Receive status update from Metro staff regarding next steps.

Tentative Completion Date: N/A

Title: CDBG Small Business Assistance Grant Program

Description: Annually, Community Development Block Grant (CDBG) program guidelines require that the City Council approve the planned programming expenditures for the upcoming fiscal year. In May 2024, the City Council approved the FY 2024-2025 CDBG Programs, which included the Small Business Assistance Program (SBAP). This program provides grants to local business owners and property owners to improve the appearance of their storefronts and buildings. The grant funds can be used for improvements to signage, painting (including anti-graffiti coating), and other storefront enhancements such as installing eye-catching vertical landscape (green wall) to deter graffiti and beautify a building wall with landscape.

Status: On November 18, 2024, the City Council approved the proposed guidelines for the SBAP and allocating \$64,506 from the unallocated CDBG funds in FY 2023-2024 to the SBAP, increasing total funding for the SBAP to \$210,110.

Next City Council Action: Updates will be provided in July 2025.

Tentative Completion Date: June 2025.

Title: Virtual San Fernando – City Website Redesign and My San Fernando App

Receive and File Status Updates for Enhancements, Projects, and City Council Priorities

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Description: In September 2022, the City Council appropriated American Rescue Plan Act (ARPA) funds to support the creation of Virtual San Fernando. Phase 1 of Virtual San Fernando included developing a My San Fernando mobile application, primarily focused on improving the ability for community members to submit service requests. Phase 1 was completed in March 2024 with the launch of the My San Fernando App (developed by GoGov). To date, more than 1,800 requests have been submitted through the App (See Attachment “A” for activity reports). In October 2023, after an extensive vetting process by City staff, the City Council awarded a Master Subscription Agreement to Granicus to redesign the City’s website. The budget allocation for this program is \$200,000.

Status: Phase 1 – Mobile Application, has been completed. Phase 2 – Website redesign, is in the content population stage. Staff has held multiple meetings with Granicus to provide direction regarding design elements and provide content to start population of the webpages. When the vacant Assistant to the City Manager position is filled, this project will be a priority for that new employee.

Next City Council Action: No additional City Council action required at this time.

Tentative Completion Date: March 2025 launch of redesigned website.

Title: Records Retention Policy Update

Description: During the FY 2024-2025 budget process, the City Council approved funding to update the City’s 25-year-old Citywide Records Retention Policy. A records retention policy update involves a thorough review of the current policy to identify necessary revisions due to changes in laws, regulations, or organizational needs and ensures compliance with legal and industry standards, revises retention schedules for various record types, and clearly defines staff roles in records management. The update also includes procedures for managing digital records, securing sensitive information, and properly disposing of or archiving records. Additionally, it outlines plans for staff training, communication, and regular audits to ensure ongoing compliance and effective records management. The budget allocation for this project is \$10,000.

Status: Throughout October 2024, staff held project kick-off meetings with the consultant and the City Clerk, Community Development, Public Works, and Police Departments. Over the next few weeks, meetings have been scheduled for the remaining departments to meet with the consultant.

Next City Council Action: Consideration to adopt a Resolution approving an updated Citywide Records Retention and Destruction Policy, tentatively scheduled for January 2025.

Tentative Completion Date: February 2025

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Community Development Department.

Title: New Position – Planning Manager

Description: During the FY 2024-2025 budget process, City Council approved a new Planning Manager position to oversee the development and implementation of land use, zoning, and urban design policies, managing long range planning projects (e.g. zoning code and zoning map amendments, general plan updates), supervise the Planning and Building & Safety Divisions, and review development proposals to ensure they align with the City's regulatory requirements and comply with local, state, and federal regulations. The budget allocation for this position is \$185,000 per year.

Status: At the regular City Council meeting of October 21, 2024, the City Council approved the job specification. On October 30, 2024, the job flyer was posted on the City's website, GovernmentJobs and American Planning Association. It has been submitted and is under review to be posted on the APA CA Los Angeles Chapter. The deadline for submitting an application is November 27, 2024.

Next steps are to receive applications and interview candidates, select a candidate, work with Human Resources to complete a reference check and background, and onboard the new employee.

Next City Council Action: No City Council action required at this time.

Tentative Completion Date: March 2025.

Title: Homeless Action Plan Implementation and Management

Description: In 2022, the City Council adopted a Homeless Action Plan (HAP) to provide a blueprint for addressing the City's unhoused population. HAP implementation efforts that have been completed to date include:

- In FY 2021-2022, City Council approved creation of a Housing Coordinator position.
- In June 2023, the City contracted with North Valley Caring Services to provide street outreach to the City's unhoused population.
- In November 2023, the City entered into a Memorandum of Understanding (MOU) with Home Again Los Angeles for housing and social service resource support.
- In December 2023, the City Council authorized the acceptance of a Substance Abuse and mental Health Services Administration (SAMHSA) grant, which provided \$175,200 specifically for homeless street outreach services and over \$300,000 for mental health clinicians as part of an alternative crisis response effort.
- In July 2024, the City Council approved an updated ordinance to prohibit encampments and storage of personal property in public spaces to regulate the use of public spaces to maintain public health, safety, and order. Encampment ordinances aim to ensure public safety by preventing potential hazards associated with camping in public spaces, such as public health related to unsanitary conditions, improper disposal of waste, preserve spaces like parks,

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sidewalks, and recreational areas for all members of the public, and reduce the environment for possible criminal activity.

Status: Current HAP implementation efforts include:

- Community Development issued a Request for Proposals (RFP) for Comprehensive Homeless Services in June 2024 to extend homeless services. Staff reviewed proposals from various organizations, interviewed finalists, and prepared recommendations.
- The Police Department issued a RFP for Mental Health Clinician Services on August 8, 2024. The RFP was extended and proposals were due September 6, 2024. Staff interviewed finalist and is preparing recommendations.
- On July 15, 2024, the City Council allocated \$50,000 towards a Home Rehabilitation Program in partnership with Habitat for Humanity Los Angeles (Habitat LA). A Professional Services Agreement with Habitat LA to manage the City's program was approved by City Council on September 3, 2024. The agreement has been executed. Next steps are to develop program criteria and applications, advertise the program and begin implementation.
- On October 21, 2024, the City Council approved Professional Services Agreements with Home Again LA and North Valley Caring Services to provide comprehensive homeless services for a one-year term with possible extensions for a total of a five-year term.
- On October 21, 2024, the City Council approved a Professional Services Agreement with Hope the Mission to provide mental health clinician services for a one-year term with possible extensions for a total of a five-year term.
- Pursuant to City Council direction, follow up items related to the encampment ordinance include:
 - a) Provide a presentation to City Council with strategies to inform businesses and property owners about the encampment ordinance, how to report potential violations, and a process for business/property owners to provide trespass authority to the Police Department. Some of this has been discussed during recent special Community Watch meetings. A Letter of Agency has been developed in coordination with the City Attorney and implemented by the Police Department.
 - b) Provide informational resources to unhoused individuals for medical facilities, housing agencies, and transportation services. All of this information is currently provided through our Homeless Outreach Service provider. **A presentation was provided to City Council on October 21, 2024.**

Next City Council Action: **No City Council action required at this time.**

Tentative Completion Date: Ongoing.

Title: CDBG Neighborhood Cleanup Program

Description: Annually, CDBG program guidelines require that the City Council approve the planned programming expenditures for the upcoming fiscal year. In May 2024, the City Council approved the FY 2024-2025 CDBG Programs, which included the Neighborhood Cleanup Program. The budget allocation for this program is \$25,808.

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Status: The agreement has been executed. Eight applications have been approved and will be scheduled for work to begin. Staff continuously receives applications and has begun scheduling clean ups.

Next City Council Action: No additional City Council action required at this time.

Tentative Completion Date: June 2025

Title: Community Preservation Commercial Property Education Program

Description: To address the City Council's interest in Community Preservation efforts in commercial areas of the City, the Community Development Department's FY 2024-2025 Work Plan included an objective to create a commercial education and maintenance program. The goal is for Community Preservation Officers to work with the business community to ensure the beautification of San Fernando's commercial corridors.

Status: On August 19, 2024, the proposed program was presented to the City Council for feedback prior to implementation. Next steps are to finalize an illustrative postcard; distribute the postcard in January 2025, host workshops in February 2025; and conduct walking surveys beginning in March 2025.

Next City Council Action: No additional City Council action required at this time.

Tentative Completion Date: June 2025 (Ongoing).

Title: Graffiti Program (with Public Works)

Description: The City's efforts to remove, prevent, and prohibit graffiti are governed by Article VII of the Municipal Code. While enforcement is the responsibility of the Director of Public Works, the Community Development Department, specifically Community Preservation Officers, and the Police Department are also involved, especially when graffiti involves criminal activity or gang-related markings.

Graffiti was one of the top concerns during the City Council's 2024 Strategic Goals planning study session. As part of the FY 2024-2025 Budget, the City Council approved converting two (2) part-time maintenance worker positions into one (1) full time position for the purposes of having a full time staff person dedicated to addressing graffiti.

Status: On March 13, 2024, the City Manager updated the City Council with a draft Standard Operating Procedure (SOP) for addressing graffiti, reports for the My San Fernando App, and details related to two (2) graffiti-related incidents that resulted in arrests.

Additionally, to assist the business community with the cost of abating and graffiti prevention, applying anti-graffiti coating and installing eye-catching vertical landscaping were identified as priority projects for the Small Business Grant Program.

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The full-time position has been filled as of August 25, 2024, and has started. Next steps are for the SOP and a reporting matrix for monitoring frequency of location will be finalized and shared with the City Council.

Next City Council Action: Discussion item is tentatively scheduled for January 20, 2024.

Tentative Completion Date: N/A

Title: Climate Action Resilience Plan (CARP) & General Plan Updates to Circulation and Open Space/Parks Elements

Description: A Climate Action and Resilience 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 (GHG) emissions, adapt to changing environmental conditions, and enhance preparedness for climate-related challenges. The CARP promotes sustainable practices like renewable energy adoption, green infrastructure development, and carbon footprint reduction initiatives, while fostering collaboration among stakeholders and supporting innovation in green energy. A grant from the California Governor's Office of Planning and Research was received to complete the CARP and for updating the City's General Plan, specifically the Circulation (transition to Mobility) and Open Space/Conservation/Park-Recreation elements.

Status:

- **CARP Phase 1:** Completed and presented to City Council in February 2024 with data collection, a GHG Emissions Inventory, and a Vulnerability Assessment.
- **CARP Phase 2:** Ongoing, focusing 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, led by Pacoima Beautiful, Fernandeano Tataviam Band of Mission Indians (FTBMI), and Climate Resolve, is a key component.
- **Grant:** On April 2, 2024, the City Council accepted the California Governor's Office of Planning and Research Grant and appropriated the funds. The City Council also approved a professional services agreement with Rincon Consultants Inc. to complete the CARP and General Plan updates.
- **General Plan Update:** The final CARP will support updating the City's General Plan, specifically the Circulation (transition to Mobility) and Open Space/Conservation/Park-Recreation elements. All activities are to be completed by January 31, 2026.
- **Community Engagement:** Community engagement activities are planned throughout 2024-2025. The first Planning 101 workshop was held on September 28, 2024, from 10 a.m. to 2 p.m. at Recreation Park. **The second activity was a Community Meeting on November 16, 2024, at Las Palmas Park from 9 a.m. to 10:30 a.m. The next activity is a Walk Shop scheduled for December 7, 2024.** Website description has been drafted for review and posting.

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Next City Council Action: The CARP and updates to the General Plan are tentatively scheduled for a public hearing before City Council in April 2025.

Tentative Completion Date: January 31, 2026

Title: Mixed Use and Specific Plan Overlay Districts

Description: The City's Housing Element includes applying a mixed-use overlay to 112 parcels that are currently zoned C-1 and C-2. It also includes expanding some of the overlays to specific parcels in the SP-5 zone. This is aimed at increasing the City's housing capacity to meet our Regional Housing Needs Assessment (RHNA) obligation of 1,795, but will also create flexibility for existing properties to allow either 100 percent residential or residential mixed with commercial uses.

The State requires any rezoning that is necessary to meet a city's RHNA obligation to be completed by October 2024. While this work was to be funded by the SCAG 2.0 grant, because of the State deadline and the uncertainty of the funding staff moved forward with procuring a consultant to begin the work.

Status: Community Engagement efforts leading up to the public hearing included updated project description on the City's website: <https://ci.san-fernando.ca.us/community-development/#planning>; a survey to obtain opinions regarding mixed use development design; two virtual workshops for property owners to explain the details and benefits of the overlays; a stakeholder meeting; and a Planning and Preservation Commission workshop on September 9, 2024.

A public hearing was scheduled before the Planning and Preservation Commission on October 14, 2024. The Commission voted to recommend the City Council not adopt an ordinance amending the Zoning Code to establish a mixed use overlay and amend the City's zoning map. In addition, the Commission adopted a resolution recommending the City Council amend the Corridors Specific Plan Land Use Map to add the Downtown and Flex Use Overlays to certain properties.

A public hearing was held on November 18, 2024. The item was continued to December 2, 2024, to allow staff to provide the requested information.

Next City Council Action: A continued public hearing is scheduled for December 2, 2024, to introduce ordinances for first reading.

Tentative Completion Date: TBD (tentatively the effective date of the proposed ordinance).

Title: Zoning Code Reorganization

Description: The City's Housing Element includes programs and policies aimed at amending the Zoning Code to comply with State Housing Law. The scope of work includes various zoning code amendments, establishing processing policies and monitoring programs as well as reformatting the current zoning code to be more user friendly for staff and the public.

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Status: While this work was to be funded by the SCAG 2.0 grant, because of the uncertainty of the funding and the compliance concern, staff moved forward with procuring a consultant to begin the work. The project has been kicked off and an outline of the zoning code is underway.

The zoning code updates pertaining to landscape standards and outdoor dining on private property will be incorporated into this update.

Next City Council Action: A public hearing is tentatively scheduled for February 3, 2025, to introduce an ordinance for first reading.

Tentative Completion Date: March 2025 (tentatively the effective date of the proposed ordinance).

Title: SCAG REAP 2.0 Grant

Description: The City was awarded \$791,818 under the SCAG REAP 2.0 Housing Infill on Public and Private Lands (HIPP) Program and \$333,182 under the Subregional Program (SRP) for a total of \$1,125,000. On January 25, 2024, the City was notified of the Governor's 2024-2025 State Budget proposal that included budget cuts including a reversion of the SCAG's REAP 2.0 programs. Fortunately, on July 29, 2024, the City was notified the REAP 2.0 program was able to resume and the City would receive its full award. SCAG immediately began working with the City to refine the scope of work (SOW), budget, and schedule.

The City's final SOW consists of five sub-projects that were identified as programs in the City's 2021-2029 Housing Element. In summary they are:

- Develop strategies for preventing displacement and maintaining affordable housing for disadvantaged community members and establishing supportive programs for tenants and homeowners to prevent displacement and affirmatively further fair housing. This will be in the form a Community Stabilization Manual.
- Update the 2002 Historic Survey to identify eligible historic resources throughout the City to promote conversion or preservation of historic commercial buildings into housing while also promoting improvement or expansion of residential buildings to maintain quality of existing housing, neighborhoods, and health of residents, and to address overcrowding.
- Update the City's density bonus ordinance to comply with state housing law and to establish a local density bonus ordinance with incentives encouraging affordable housing.
- Complete a comprehensive update to the Zoning Code and Corridors Specific Plan 5 (SP-5) to allow residential land use in currently restricted areas, increase development capacity for housing on underutilized or vacant infill sites, streamline the review process and comply with the latest state housing laws.

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- Review and update the City's development process for housing developments to ensure potential barriers that may hinder housing construction are removed and a smoother and more efficient approval process for housing projects.

Status: On October 21, 2024, the City Council adopted a resolution accepting the Southern California Associations of Governments' Regional Early Action Program 2.0 Grant and authorizing a Memorandum of Understanding to implement the grant program. SCAG will no longer be able to procure a consultant on behalf of the City. The City will procure the consultant. A Call for Service was issued out on November 7, 2024 to the pre-approved on-call list of consultants. The goal would be to begin work in January, 2025 as the deadline for funds to be expended has been extended to June 30, 2026.

On November 7, 2024, a call for professional service was issued to the planning consultants on the City's on-call as needed. The proposals will be due on December 5, 2024.

Next City Council Action: Consideration to approve a professional services agreement with a firm to implement the SCAG REAP 2.0 grant program is tentatively scheduled for January 5, 2026.

Tentative Completion Date: June 30, 2026

Title: Landscape Ordinance

Description: The City Council adopted Urgency Ordinance No. U-1725 on March 18, 2024. It is effective for a period of one year from date of adoption. The Urgency Ordinance enacted a temporary moratorium on the installation of artificial turf and synthetic grass pending the study and development of reasonable regulations. Therefore, the Planning Division is working with a consultant to update the existing Municipal Code with comprehensive city-wide landscape standards including permanently prohibiting the installation of synthetic grass and artificial turf.

Status: On August 12, 2024, the Planning and Preservation Commission discussed potential regulations. Commissioners requested additional information, recommendations and visual illustrations of potential regulations. A second discussion was held on September 9, 2024. The proposed ordinance has been drafted, including illustrations demonstrating the difference between current and proposed regulations. This has been posted to the City's website to solicit public comments and inform the public prior to the hearing at the Planning and Preservation Commission.

This amendment has been integrated into the Zoning Code reorganization.

Next City Council Action: A public hearing is tentatively scheduled for February 3, 2025, to introduce ordinance for first reading.

Tentative Completion Date: March 2026 (tentatively the effective date of the proposed ordinance).

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Title: Outdoor Dining Ordinance

Description: As a continued work plan objective from FY 2023-2024, Community Development is working with Public Works to establish a new outdoor dining program to promote pedestrian friendly and community focused design.

Status: A proposed ordinance has been drafted for outdoor dining in the public right of way as well as on private property. A draft PowerPoint has also been drafted to summarize the ordinance to share and solicit feedback from businesses. The draft ordinance and power point have been posted on the City's website. Draft ordinance and power point will be shared with the Planning and Preservation Commission to receive feedback.

The amendment to the zoning code has been incorporated into the zoning code reorganization and update that will be presented to Planning and Preservation Commission on January 13, 2026.

Next City Council Action: A public hearing is tentatively scheduled February 3, 2026, to introduce an ordinance for first reading.

Tentative Completion Date: March 2026 (tentatively the effective date of the proposed ordinance).

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Public Works.

Title: Carlisle Green Alley Reconstruction Project

Description: The Carlisle Green Alley Project will revitalize an underutilized alley into a vibrant linear green space. Through a combination of strategic planning and sustainable design, this project seeks to enhance urban landscape, foster environmental sustainability, and promote healthier, more vibrant neighborhoods. The development will include a safer walking and biking route, enhanced with shade trees and lighting to encourage active transportation and community engagement. The landscape will be revitalized with the planting of over 200 trees and native plants, enriching the area’s biodiversity. Permeable surfaces will be installed to facilitate groundwater infiltration, improving water quality and reducing runoff. Additionally, the construction of bioswales will naturally filter stormwater, mitigate flooding, and bolster the area’s environmental resilience.

Status: On September 3, 2024, the City Council approved a Professional Services Agreement with TreePeople for project management. Once the project management agreement has been executed, the City will advertise a Request for Proposals for Engineering Design of the project.

Carlisle Street Green Alley Project Tentative Timeline

<u>Milestones</u>	<u>Tentative Date</u>
• Award of Tree People Contract	9/3/2024 (Completed)
• Design RFP Release	10/18/2024 (Completed)
• RFP Question Deadline	11/1/2024
• RFP Deadline	11/20/2024
• RFPs Review	11/21/2024-12/4/2024
• Staff Report Due	12/23/2024
• Recommend Award of Design Consultant Contract	1/6/2025
• Concept Deadline	2/28/2025
• Design 60%	5/29/2025
• Design 100%	8/29/2025
• Advertise	9/1/2025-9/26/2025
• Recommend Award of Construction Contract	10/13/2025
• Construction	11/3/2025-5/1/2026
• Notice of Completion	5/18/2026
• Project Closeout	June 2026

Next City Council Action: Approve and award a Professional Services Agreement for Engineering Design Services, tentatively scheduled for January 2025.

Tentative Completion Date: June 2026

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Title: Calles Verdes Project

Description: The Calles Verdes Project marks a collaborative effort between the City and TreePeople aimed at enhancing the City's infrastructure to effectively manage stormwater and nuisance water. Through the implementation of innovative techniques, the project endeavors to construct bioswales across strategic locations within City streets and parking lot. Specifically, the project entails the installation of bioswales along Maclay Avenue, stretching from San Fernando Road to Kewen Street, alongside the creation of bulbouts at key intersections including Maclay Avenue and Celis Street and Maclay Avenue and Pico Street. Furthermore, the initiative includes the integration of bioswales and cooling pavement within Parking Lot No. 4, as well as promoting sustainable water management practices. These bioswales and bulbouts will feature strategically placed curb cuts to redirect stormwater and nuisance water away from the street's surface, while simultaneously fostering the growth of greenery within the landscaped parkways. Additionally, street trees will be planted to further enhance the aesthetic and environmental benefits of the project. In Parking Lot. No. 4, trees and bioswales will be incorporated within the existing concrete parking lot medians.

Status: Design Team is currently working on finalizing the design. Upon completion of design, the City will advertise the project for construction.

Next City Council Action: Once design is finalized and construction bids are received, a recommendation to award a construction contract will be presented to City Council. Tentatively scheduled for February 2025.

Tentative Completion Date: December 2026

Title: Las Palmas Park Revitalization Project

Description: The Las Palmas Park Revitalization project encompasses a comprehensive array of amenities aimed at enhancing the park's functionality, aesthetics, safety, and sustainability. The project includes new multi-purpose field lighting, renovating three baseball fields with lighting, renovating existing restroom/concession building at Ballfield 1, renovating basketball courts with lighting, renovating existing playground with ADA accessibility, constructing a new splash pad with a new prefabricated restroom building to meet the code requirements of the splash pad, renovating existing outdoor exercise equipment, renovating picnic shelters with walking path lighting, and striping of basketball/roller derby.

Status: The project is currently under design. The latest plans submitted to staff for review were at 60%. The current design that incorporates all of the amenities desired by the community is significantly over budget. On October 16, 2024, staff met to discuss current project budget and measures to reduce project scope. Staff will be presenting recommendations to City Council in January 2025.

Next City Council Action: Discussion and Consideration to adjust the design based on budget constraints is tentatively scheduled for January 2025.

Tentative Completion Date: December 2026

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Title: Pioneer Park Playground Renovation Project

Description: The Pioneer Park Playground Renovation project aims to revitalize the existing playground area, making it safer, more engaging, and inclusive space for the community. The playground will include age appropriate equipment, inclusive structures, musical elements, surface mat, and shade coverage.

Status: Contractor is currently working on final punchlist items.

Next City Council Action: No City Council action required at this time. A grand opening will be scheduled once construction is complete; tentatively January 2025/February 2025.

Tentative Completion Date: January 2025



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Title: Cindy Montañez Natural Park Improvements & Maintenance

Description: In June 2023, City Council accepted a \$7.5 million grant for the Pacoima Wash Connectivity Project, funded through the California Department of Transportation (Caltrans) to complete the Pacoima Wash Bike Path Project and make improvements to the Cindy Montañez Natural Park. Improvements to the Park include extending the bike path to Foothill Boulevard, new lighting, restroom facilities, and restoration of walking paths, bridges, and vegetation throughout the park. A permanent Cindy Montañez memorial sign will also be purchased and installed.

Ongoing maintenance of the Park including watering, mulching, stump removals, tree removals, weeding, brush removals, tree pruning, creek clean-up, and trash disposal, is required.

Status: In June 2024, staff began meeting with community organizations that have the knowledge, expertise, and resources to properly maintain a “natural park” to explore possible partnerships to provide adequate ongoing maintenance. Staff has met with TreePeople as well as Tataviam Conservation Corps to discuss possible partnerships for ongoing maintenance. As part of their tree planting services, TreePeople staff currently visits weekly to hand-water the native plants and trees due to the vandalism of the park’s irrigations system. To support the health of these plants, they also apply mulch to help conserve moisture and prolong water availability. Additionally, the team repairs protective cages around newly planted vegetation and actively removes invasive species. Preparations are underway for the planting of 100 native plants this fall through the Calles Verdes grant.

On August 21, 2024, staff discussed utilizing Tataviam Conservation Corps to assist with the park’s upkeep through funding received by the Fernandeno Tataviam Band of Mission Indians. Their responsibilities would include creek clean-up, weed and brush removal, tree pruning, trail maintenance, tree stump removal, and trash disposal on a bi-weekly basis.

A maintenance agreement with the Fernandeno Tataviam Band of Mission Indians was approved by City Council on October 21, 2024.

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Next City Council Action: No City Council action at this time. Staff will be preparing a Request for Proposals for Design Engineering Services for Phase 2.

Tentative Completion Date: On-going

Title: HSIP Traffic Signal Modification Project

Description: The Highway Safety Improvement Project (HSIP) Cycle 8 involves upgrading traffic signals at nine (9) locations in the Metrolink Corridor (San Fernando Road and Truman Street). 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. The nine intersections include:

1. Hubbard Avenue at San Fernando Road
2. Hubbard Avenue at Truman Street
3. Hubbard Avenue at First Street
4. Maclay Avenue at San Fernando Road
5. Maclay Avenue at Truman Street
6. Maclay Avenue at First Street
7. Brand Boulevard at San Fernando Road
8. Brand Boulevard at Truman Street
9. Wolfskill Street at Truman Street

Status: The City's contractor, Alfaro Communications Construction, Inc. continues to work on the rewiring of the intersection of Truman Street and Maclay Avenue. At three (3) project intersections, the contractor has been experiencing issues with removing the wiring from the existing conduit in order to install the proposed new wiring. The installation of new conduit will be needed to complete the proposed work. Staff intends to request authorization from the City Council for additional funding for the project to cover the cost of additional unforeseen work.

Next City Council Action: Staff will be requesting an increase to the project budget at the January 6, 2025 City Council meeting.

Tentative Completion Date: February 20, 2025

Title: Citywide Traffic Signal Synchronization Project

Description: The Citywide Traffic Synchronization Project involves upgrades of controller systems at 13 locations throughout the City. The traffic signal modifications will include installation of new Global Positioning System (GPS) units, traffic signal controllers, traffic signal cabinets, conduit, conductors, pull boxes, etc. Following the installation of new equipment, updated traffic signal timing charts will be inputted to synchronize traffic signals.

The locations that form part of the project are the following:

1. Truman Street at South Workman Street
2. San Fernando Mission Boulevard at San Fernando Road
3. San Fernando Mission Boulevard at Pico Street

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4. San Fernando Mission Boulevard at Hollister Street
5. San Fernando Mission Boulevard at Kewen Street
6. San Fernando Mission Boulevard at Mott Street
7. San Fernando Mission Boulevard at O'Melveny Street
8. North Maclay Avenue at Library Street
9. North Maclay Avenue at Fifth Street
10. North Maclay Avenue at Seventh Street
11. North Maclay Avenue at Eighth Street
12. South Brand Boulevard at Celis Street
13. South Brand Boulevard at Kewen Street

Status: Following procurement of traffic signal controllers and cabinets, construction is anticipated to begin in January 2025.

Next City Council Action: Acceptance of the project as completed, tentatively scheduled for March 2025.

Tentative Completion Date: February 2025

Title: Curb Painting, Street Striping, and Street Markings

Description: The Los Angeles County Department of Public Works (County) has been contracted to repaint pavement markings and striping with thermoplastic paint, including crosswalks, centerlines, stop legends, and curbs restrictions etc.

Status: The Los Angeles County Public Works Department (LACPWD) continues to stripe and install pavement markings throughout the City as part of the City's Citywide Street Striping project. Work may involve weekend work in order to focus on school zones with minimal traffic impact. The work involves restriping crosswalks, stop bars and pavement legends (i.e., STOP, Railroad Crossing) and restrictive curbing (red, yellow, green, blue and white). **Work is scheduled to be completed in December 2024.** Work began on August 5, 2024. **The County has completed approximately 85% of the project as of end of December 2024.** Pending work includes painting the centerlines, curbs and any potential punch list items.

Next City Council Action: N/A

Tentative Completion Date: December 2024

Title: Citywide Signage Upgrades

Description: Replacement and installation of various signs. The project consist of several types of sign replacements including but not limited to traffic signs, wayfinding signs and trolley signs. The project will replace faded signs citywide including but not limited to: stop signs, speed limit signs, street sweeping, crosswalk signs, street name signs, wayfinding signs, and trolley signs. This project will be performed in phases; Phase I will consist of wayfinding and trolley signs. Phase II will consist of regulatory, warning and guide signs. The City plans to coordinate with Los Angeles County Public Works for Phase II sign replacement.

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Status: Staff will prepare a Request for Proposals (RFP) to send out to sign manufacturers and installers for the wayfinding and trolley signs

Next City Council Action: Award of Contract for the manufacturing and installation of wayfinding and trolley signs is tentatively scheduled for February 2025.

Tentative Completion Date: Phase I to be completed in Spring 2025

Title: Bus Shelter Rehabilitation Project

Description: The Bus Shelter Rehabilitation Project involves the installation of new bus shelters and bus benches at eight (8) bus stop locations, removal and reconstruction of damaged and non-ADA compliant wheelchair ramps, sidewalks and drive approaches, relocation/adjustment traffic signal/street lighting boxes and water meters, etc.

Status: A construction contract was awarded to R.C. Becker, Inc. on November 18, 2024. Submittal of bonds and insurance as well as execution of construction contract is underway. Construction is anticipated to begin in January 2025.

Next City Council Action: Acceptance of project as completed is tentatively scheduled for March 2025

Tentative Completion Date: Start of construction planned for December 2024 with completion in February 2025.

Title: Pacoima Wash Bikeway Project

Description: The San Fernando Pacoima Wash Bikeway and Pedestrian Path Project Phase I consists of constructing a bikeway and installing a prefabricated pedestrian bridge along the Pacoima Wash Channel from Fourth Street (Bradley Avenue) to Cindy Montañez Natural Park (Eighth Street). The project will connect students and San Fernando residents to a new non-motorized trail, offering opportunities for recreation and increased bike and pedestrian commuting options along local streets as noted in the City's Safe and Active Streets Plan, encouraging connectivity to wider bike and pedestrian network in neighboring communities within the City of Los Angeles. The project entailed construction of a 12 foot wide, 1.34-mile long Class I asphalt concrete bikeway, bioswales, retaining walls, prefabricated pedestrian bridge, installation of rectangular rapid flashing beacons, welded wire fence, solar lights, bollards, signage, striping, and markings, as well as access ramps. The contractor is currently working on final punch list items.

Status: Construction is 95% complete.

Next City Council Action: Notice of Completion, scheduled for January 2025.

Tentative Completion Date: January 2025

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Title: Parking Management Program (Residential Permit Parking)

Description: Residential – Create a residential permit parking program by conducting a thorough review of the municipal code to identify recommended updates that incorporate statewide policies and regulations. Review and update existing operational policies and enforcement guidelines to ensure that the program is fair and equitable throughout the City. Data will also be collected to assist in making data driven decisions as it relates to curb and parking management. At the conclusion of this project, City Council will be presented with a Residential Parking Action Plan that will include a thorough review of existing processes and procedures along with recommendations for updates and a proposed implementation plan for adoption.

Commercial – As part of the Downtown Master Plan, which encompasses all of the City’s major commercial corridors, updated parking data has been collected and recommendations for best practices will be presented by Walker Parking consultants. Additionally, staff is working to upgrade all parking meters in the commercial corridors to smart meters that accept both coins and credit cards.

Status: On July 15, 2024, the City Council approved a Professional Services Agreement with Dixon Resources Unlimited for Residential Parking Program Implementation Services. City staff held an initial kick-off meeting with the consultant in August and is working to schedule an Ad Hoc meeting to review the schedule and community engagement plan. On September 16, 2024, a Joint City Council/Planning and Preservation Commission meeting was held to discuss the Downtown Master Plan, this included a discussion on parking in the commercial corridors. On October 7, 2024, the City Council awarded a contract to IPS Solutions Inc. to upgrade all parking meters in the downtown area to smart meter.

On November 6, 2024, City staff and Dixon Resources Unlimited met with the Ad-hoc Committee to discuss the Residential Parking Permit Implementation Project and obtain relevant feedback. Additionally, On November 21, 2024, the first of multiple residential parking permit related community outreach meetings was held at Las Palmas Park. Seventeen members of the community attended the meeting and provided substantial feedback on the proposed program; the meeting lasted over two hours.

Next City Council Action: A Presentation of guidelines for proposed Residential Parking Program is tentatively scheduled for April 2025.

Tentative Completion Date: July 2025

Title: City Facility Condition Assessment Report

Description: The Facilities Condition Assessment (FCA) report is a comprehensive evaluation of the current condition of all city owned facilities (buildings). This report is used to assess the physical state of the facilities, identify deficiencies, and estimate the costs associated with repairs, maintenance, and capital improvements. Key Components of a Facilities Condition Assessment Report: Inventory of Assets: A detailed list of all the assets being assessed, including buildings, infrastructure, and equipment. Visual Inspections: On-site inspections of the facilities to assess the condition of structural, mechanical, electrical, plumbing, and other building systems. Condition Ratings: Assigning condition ratings or scores to different components based on their current state, typically ranging from “excellent” to “poor.” Deficiency Identification:

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Identifying and documenting deficiencies or issues that need to be addressed, such as structural damage, outdated systems, or safety hazards. Cost Estimates: Providing cost estimates for the repairs, replacements, and improvements needed to bring the facilities up to desired standards or maintain their current state. Prioritization: Recommendations for prioritizing repairs and maintenance based on factors like safety, regulatory compliance, and potential impact on operations. Life Cycle Analysis: Analyzing the expected remaining useful life of building systems and components to plan for future replacements or upgrades. Recommendations: Strategic recommendations for maintaining, repairing, or upgrading the facilities, including short-term and long-term plans. Facility Condition Index (FCI): A metric often included in the report that provides a snapshot of the overall condition of the facility. It is usually calculated by dividing the total cost of repairs by the replacement cost of the facility.

The purpose of the FCA report includes; Strategic Planning: Helps organizations plan and budget for maintenance, repairs, and capital improvements over time. Resource Allocation: Assists in allocating resources more effectively by identifying priority areas. Risk Management: Identifies potential risks related to the physical condition of the facilities that could affect safety, compliance, or operations. Compliance: Ensures that facilities meet regulatory requirements and industry standards. Improvement Tracking: Provides a baseline to measure the progress of facility improvements over time.

FCA reports are commonly used by property owners, facility managers, government agencies, and educational institutions to manage their physical assets and make informed decisions about maintenance and capital investments.

Status: Project kick-off meeting was held on October 16, 2024.

Next City Council Action: An overview of the data analysis conducted by Brightly is tentatively scheduled to be presented in January 2025.

Tentative Completion Date: June 2025

Title: Fixed Route ADA Sidewalk Improvement Project

Description: The Fixed Route ADA Sidewalk Improvement Project consists in upgrading damaged and non-ADA compliant sidewalks, drive approaches, curb and gutters, wheelchair ramps, etc., along transit routes: Truman Street, from Brand Boulevard to Maclay Avenue; Hubbard Avenue from San Fernand Road to First Street; and Seventh Street and Harding Avenue.

Status: Determine detailed scope of work, field-checking sites, preparing cost estimates, preparing project specifications, identifying conflicting utilities, identifying business access that will be impacted by proposed construction. Complete project specifications and construction quantities, and advertise project for construction.

Next City Council Action: Award a construction contract, tentatively scheduled for February 2025.

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Tentative Completion Date: Planned construction completion date is April 2025.

Title: Las Palmas HVAC Project

Description: Las Palmas Park is one of the City's primary community centers that hosts many in-person programs and activities each week. It also serves as one of the City's two (2) cooling centers during the hot summer months. Consequently, a functioning heating, ventilation and air condition (HVAC) system is imperative at this community center. Using ARPA funding, City Council has approved funding for partial replacement of the HVAC system at Las Palmas Park. Due to funding, the project is limited to upgrading the unit that serves the gym as it is the most used part of the building for events.

Status: On August 19, 2024, the City Council awarded a contract to Carrier Corporation. There is 10-12 week lead-time to receive equipment.

Next City Council Action: Acceptance of project, scheduled for winter 2025.

Tentative Completion Date: Winter 2025

Title: Emergency Generator Installation at Las Palmas and Recreation Park Facilities

Description: Having emergency generators at a park cooling centers serves several important purposes, especially during extreme weather events or power outages. A generator ensures that cooling centers remain operational during power outages, which are common during extreme weather, allowing them to provide essential services such as air conditioning, lighting, and power for critical equipment like medical devices and refrigeration units. These centers offer a safe haven for vulnerable populations, including the elderly and those with medical conditions, and serve as a hub for community resilience by providing a dependable place for residents to gather, receive information, and access resources during emergencies. Additionally, they support the coordination of emergency services, distribution of supplies, and help protect public health by reducing heat-related illnesses and fatalities. By ensuring the center's functionality, emergency generators demonstrate preparedness and reliability, reinforcing public trust and establishing the cooling center as a vital part of the local emergency response plan.

Overall, emergency generators at the park cooling centers are a critical investment in community safety and resilience, ensuring that the center can provide essential services and a safe environment regardless of power grid stability.

Status: Two (2) generators have been received and placed on their respective concrete pads. The design for connecting generators to the switching mechanism and to the building is currently in plan check.

Next City Council Action: Approve Notice of Completion in January 2025.

Tentative Completion Date: January 2025.

Title: Civic Center Beautification (Painting) Project

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Description: The Civic Center Beautification Project includes minor wall repairs, pressure washing block walls, painting the exterior of City Hall and the Police Department, and applying wood stain to wood surfaces. City Hall and the Police Department will remain open for business during the project.

Status: On August 5, 2024, the City Council awarded a contract to US National Corp. The project began September 2024. Staff obtained a quote from US National Corp to paint the entrance lobby of City Hall and the exterior of the Police Station. The change order amount came within the projects' budgeted amount and will proceed with the work. At the October 21 City Council meeting, a color selection was made for the San Fernando Police Department. Additional modification, including color changes, relocation of the city seal at the frontage of the building and the additional of lettering to the city hall building were requested. **The contractor provided updated renderings of the proposed exterior paint scheme for City Hall, which were approved by City Council on November 18, 2024. Work began on the improvement on November 26, 2024.**

Next City Council Action: Notice of Completion is expected to be presented to City Council in March 2025.

Tentative Completion Date: January 2025

Title: Urban Forest Management Plan

Description: An Urban Forest Management Plan (UFMP) is a comprehensive blueprint for the sustainable care and stewardship of trees within the City. It encompasses a range of strategies aimed at preserving, enhancing, and effectively managing the City's urban forest ecosystem. These strategies in the UFMP include tree preservation, strategic planting initiatives, routine maintenance activities, and continuous community engagement efforts.

Status: On May 6, 2024, the City Council approved the Urban Forest Management Plan. Direction during that meeting included the following follow up items:

- Policy for the removal of trees
- Creation of Tree Commission and specific responsibilities
- Define what "Tree City USA" actually stands for

Additionally, at the August 12, 2024 Planning and Preservation Commission meeting, the role of the Commission as the City's Tree Commission was discussed.

Next City Council Action: Review of updated policies per direction on May 6, 2024.

Tentative Completion Date: January 2025

Title: Downtown Trash Enclosures

Description: Renovate City owned trash enclosures in the San Fernando Mall area, to include doors, roofs, security and enhance appearance. Trash enclosures located in alleys parallel and north and south of San Fernando Road.

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Status: Initial surveys of existing trash enclosure sites at the San Fernando Mall have been completed. Preparing concept designs for trash enclosures, preliminary cost estimates and project schedule. Plan to construct prototype trash enclosure to evaluate before constructing the remaining trash enclosures. On October 7, 2024, the City Council received and filed a presentation on Downtown Mall area trash enclosures.

Next City Council Action: Present design renderings and cost estimates of trash enclosures is tentatively scheduled for February 2025.

Tentative Completion Date: Pending City Council direction, planned construction completion date is summer 2025.

Title: City Owned Right-of-Way Beautification

Description: Improving city-owned rights-of-way (ROWs) for beautification is a multi-faceted effort that enhances the visual appeal, functionality, and environmental quality of public spaces such as streets, medians, sidewalks, bikeways and easements.

Status: City Own Right of Way Beautification Streetscape (Parkways, Medians and Islands) - Working with the water division, operation staff is reestablishing the necessary infrastructure to support healthy vegetation within the city's public right-of-ways, this work is including the replacement of backwater flow devices, irrigation components and electrical/control wiring which have been stole. Staff is in the process of developing a comprehensive list of work activities for all location including city entrances islands, parkways, bikeway and medians. This includes review of the large planter pots along the Maclay Corridor.

Vacant Tree wells - Staff has request information on available species and estimated cost for replacement trees for the vacant tree wells in the downtown area. Once the trees are procured planting will take place this Fall. Fall is considered the best time of planting trees for several reasons which include, cooler temperatures, adequate soil moisture, root growth focus, less pest and disease pressures, less competition from weeds, easier soil conditions as well as period for spring growth preparation.

Next City Council Action: No City Council action anticipated.

Tentative Completion Date: Ongoing.

Title: Project Labor Agreement

Description: A Project Labor Agreement (PLA) is a pre-hire collective bargaining agreement establishing the terms and conditions of employment for a specific construction project. In general, PLAs are often used on large-scale construction projects to support labor relations, establish uniform work conditions, and potentially mitigate labor disputes.

To evaluate if a Project Labor Agreement is suitable for an organization, staff is researching the following information to be presented to City Council for consideration:

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Understand the Project: Assess the nature, scope, and requirements of the construction project in question. Consider factors like project size, complexity, timeline, and potential labor issues.

Evaluate Pros and Cons: Identify the potential benefits and drawbacks of implementing a PLA.

Conduct Cost-Benefit Analysis: Evaluate the financial implications of entering into a PLA.

Legal Considerations: Assess the legal implications of implementing a PLA in the project jurisdiction. Ensure compliance with local, state, and federal labor laws, as well as any regulatory requirements related to PLAs.

Next City Council Action: Tentatively scheduled to be presented to the City Council on January 21, 2025.

Tentative Completion Date: To be determined based on City Council direction.

Title: City Fleet Replacement and Heavy Equipment Program

Description: The City Fleet Replacement and Heavy Equipment Program is designed to effectively manage, maintain, and optimize the city's fleet of vehicles and heavy equipment. This program ensures that all city-owned assets, including cars, trucks, specialized vehicles, and heavy machinery, are safe, reliable, cost-effective, and ready to support city operations. The program supports various city departments such as public works, public safety, parks and recreation, and transportation, providing essential vehicles and equipment to carry out their missions efficiently. During the FY 2024-2025 Budget process, the City Council approved an enhancement of \$210,000 to purchase a new backhoe.

Status: The Department has initiated the purchase of heavy equipment for maintenance work and is in the process of evaluating its current fleet of vehicles and heavy equipment. Staff is in the process of Identify the need, clearly define the requirements for the heavy equipment based on the specific maintenance tasks, to ensure that the proper piece of equipment is procured that meets the needs of the department. This involves understanding the type, size, and specifications of the equipment required.

This identification of the need will be followed by staff conducting a needs assessment which will evaluate the current vehicle and equipment inventory and determine if there are gaps that the new purchase will fill. This assessment will consider the equipment's usage frequency, the scale of maintenance work, and potential future needs among other factors. Once the needs assessment is completed, staff will be conducting research on suppliers and what are the equipment options. Staff will investigate potential suppliers and compare different equipment models. Consider factors such as reliability, warranty, after-sales support, and compatibility with existing equipment will all be considered.

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Next City Council Action: December 2024 Heavy Equipment and January 2025 Public Works Vehicles

Tentative Completion Date: Ongoing program.

Title: Fog Seal Coating of Public Parking Lots

Description: The Fog Seal Coating of Public Parking Lots Project involves a pavement treatment to create a more acceptable travel surface to the road at a significant reduction in price, when compared to traditional overlays or reconstructions. A total of nine (9) parking lots will be resurfaced. The project also involves crack sealing, asphalt repairs and restriping of parking stalls.

The lots that form part of the project include:

- Parking Lot 3
- Parking Lot 5
- Parking Lot 6N
- Parking Lot 7
- Parking Lot 8
- Parking Lot 9
- Parking Lot 10
- City Hall Parking Lot
- San Fernando Police Department Parking Lot

Parking Lots 1, 11, and 12 were completed as part of previous projects. Parking Lot 2 is a concrete parking structure therefore this type of treatment does not apply. Parking Lot 4 is part of the upcoming Calles Verdes Project.

Status: In order to not impact activity for merchants of the San Fernando Mall during the Holiday season the project has been pushed to start in January 2025.

Next City Council Action: Acceptance of the project is tentatively scheduled for May 2025.

Tentative Completion Date: April 2025

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Police Department.

Title: Police Station Cameras and Parking Lot Security Improvement Project

Description: The San Fernando Police Department is enhancing its station security through the 2022 Urban Area Security Initiative (UASI) Grant, a federal program under the Department of Homeland Security aimed at strengthening local communities against potential threats. Grant-funded activities are restricted to UASI National Priorities, including the protection of soft targets and crowded places. These improvements include installing additional cameras in critical unmonitored areas and upgrading the resolution of existing cameras for better coverage. Additionally, the outdated access control system will be replaced with a modern key fob system, enhancing security by tracking and restricting access to designated areas, ensuring only authorized personnel can enter. This upgrade also enables the department to limit or revoke access for separated employees, preventing them from entering restricted areas.

This project also includes improving security for the Police Department parking areas. The Detective Parking Lot is currently ungated and vulnerable to tampering and break-ins, with multiple incidents of unauthorized individuals loitering or entering the lot. Unauthorized vehicles also frequently block the lot's entrance, delaying emergency responses. Installing a controlled access gate will prevent unauthorized individuals from entering and obstructing the lot, thereby improving safety for both sworn officers and civilian personnel. To further secure the area, a guardian-style wrought iron fence will be installed atop the existing five-foot cinderblock wall and a mesh screen will be added to the gate will protect officers and vehicles from being observed, especially when officers are transporting firearms or arrestees

The budget allocation for the Police Station Cameras/Access Control project is \$114,408 from grant funds. The budget allocation for the Parking Lot Security Improvement project is \$89,982 from grant funds.

Status: The City Council approved a contract amendment with BearCom on November 18, 2024. Work on the project is scheduled to begin on Tuesday, November 26, 2024.

Parking Lot Security Improvement Project – Staff is awaiting the UASI 2024 Subaward Agreement from the City of Los Angeles. Once the agreement is secured and approved, staff will proceed with a notice inviting bids for the project.

Next City Council Action: No additional City Council action required.

Parking Lot Security Improvement Project – Approve the 2024 UASI Subaward agreement once received from the City of Los Angeles (estimated in early 2025).

Tentative Completion Date: Police Station Cameras/Access Control, March 2025; Parking Lot Security Improvement Project, December 2025.

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Title: Law Enforcement Technology Improvements

Description: Handheld Ticket Writers – During the FY 2024-2025 Budget Process, the City Council approved an ongoing budget enhancement of \$30,000 for the lease and integration of four handheld ticket writers into the Department's Records Management System. This acquisition will reduce redundant labor for Records Bureau staff, minimize human errors in data transcription and entry, and allow staff to focus on other duties. Additionally, it will help the Department maintain timely compliance with federal and state regulations while enhancing its traffic enforcement capabilities.

eSubpoena – During the FY 2024-2025 Budget Process, the City Council approved a one-time enhancement of \$7,320 and an ongoing enhancement of \$4,000 for the purchase and integration of eSubpoena software. This software will increase administrative efficiency related to subpoena service and court notifications. This technology will also reduce data entry and human error in Subpoena tracking and record keeping and free up staff time for other responsibilities, benefiting both officers and the public.

Flock ALPR Camera System – On September 14, 2023, the City received a grant from the Board of State and Community Corrections (BSCC) Organized Retail Theft (ORT) Program, allocating \$340,050 for the lease, installation, and implementation of Automated License Plate Readers (ALPR). The City Council subsequently approved a Master Services Agreement with Flock Safety for the installation and maintenance of 37 Fixed ALPRs throughout the City.

Status: The City Council approved a professional services agreement with Turbo Data Systems, Inc. (TDS) on November 18, 2024. The contract is being routed for signatures, and staff has provided TDS with the necessary information to configure the ticket writers.

eSubpoena – Staff participated in a project kick-off meeting on October 10, 2024. A purchase order for the vendor has been issued. All users of the software have been identified, and their information has been submitted to the vendor for configuration. Once the software has been configured for the Department, installation will be scheduled.

Flock ALPR Camera System – All 37 cameras are now installed and operational.

Next City Council Action: Handheld Ticket Writers – No additional City Council action required.

eSubpoena – No additional City Council action required.

Flock ALPR Camera System – No additional City Council action required.

Tentative Completion Date: Handheld Ticket Writers, December 2024; eSubpoena, December 2024; Flock ALPR Camera System, Installation Completed September 2024

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Title: Police Department Overtime

Description: On August 19, 2024, the City Council approved an additional overtime allotment of \$50,000. A resolution to appropriate the funds was subsequently approved by the City Council on September 3, 2024. The additional overtime is designated to address public safety concerns, specifically focusing on traffic and parking enforcement, DUI saturation patrols, enhanced investigative efforts, and crime suppression.

Status: On Wednesday, August 28, 2024, the San Fernando Police Department (SFPD) Special Enforcement Team (SET), Detective Bureau, and a California State Parole Agent conducted a 290 PC Sex Registrant Compliance Check in San Fernando. The team visited the residences of nine (9) sex registrants, including individuals on active parole, to verify their compliance with release conditions. One (1) individual was arrested for failing to meet registration requirements.

On September 5, 2024, the SFPD Detective Bureau, SET, several California State Parole Agents, and a Probation Officer conducted a Parole/Probation Compliance Check. The team visited five (5) residences, contacted four (4) parolees, and made one (1) arrest for a parole violation.

On October 10, 2024, SFPD officers conducted a Crime Suppression Detail focused on surveillance and patrol of high-crime areas within the City. The detail resulted in one (1) traffic stop and one (1) pedestrian stop with a narcotics arrest.

On October 12, 2024, SFPD conducted a Parking Enforcement Detail. During this detail, a Community Service Officer (CSO) assisted police officers with traffic control at a traffic collision, responded to one parking call for service, and issued 51 parking citations.

On Saturday, October 19, 2024, SFPD conducted a Parking Enforcement Detail. During this detail two Community Service Officers (CSO) issued 69 parking citations.

On Tuesday, October 22, 2024, one (1) SFPD officer conducted a Traffic Enforcement Detail throughout the city. The officer issued eight (8) traffic citations, impounded two (2) vehicles, and arrested one (1) individual for an outstanding warrant.

On Wednesday, October 23, 2024, an SFPD Officer conducted a Traffic Enforcement Detail throughout the city. The officer issued 12 traffic citations.

On Thursday, October 31, 2024, SFPD officers provided high-visibility patrol, including foot and bicycle patrols in the area surrounding Orange Grove Avenue. Throughout the evening, officers interacted with community members and ensured that trick-or-treaters enjoyed a safe Halloween.

On Tuesday, November 5, 2024, SFPD's Special Enforcement Team (SET) and Target Asset Protection Specialists conducted an undercover operation targeting shoplifters and organized retail theft at the San Fernando Target store. The operation resulted in the detention of six shoplifters, including three juveniles, one with an outstanding warrant. Another suspect was in

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possession of contraband. All suspects were arrested and booked for various theft-related offenses, and the stolen merchandise was recovered and returned to Target.

On Tuesday, November 12, 2024, an SFPD officer conducted a Traffic Enforcement Detail throughout the City.

On Saturday, November 16, 2024, SFPD conducted a Parking Enforcement Detail. During this detail, two (2) CSOs issued 71 parking citations.

Additional special enforcement, crime suppression, traffic and parking enforcement, and saturation patrol details are pending.

Next City Council Action: No additional City Council action required.

Tentative Completion Date: January 2025

Title: Police Officer Staffing Update

Description: During the FY 2024-2025 Budget Process, the City Council approved a recurring budget enhancement of \$40,000 for a Police Corporal Program to support the Department's succession planning. Additionally, the City Council approved a one-time enhancement of \$15,000 to boost recruitment efforts (including background investigations, polygraphs, psychological evaluations) aimed at filling personnel vacancies.

Status: All 35 sworn police officer positions are filled, with four (4) officers in various stages of field training and one (1) Police Recruit currently attending the Rio Hondo Police Academy.

One (1) Level III Reserve Officer and one (1) full-time Police Officer were on boarded Tuesday, November 19, 2024.

Candidates for the Commander position completed the written exam on Wednesday, November 20, 2024.

A draft job specification for the Police Corporal position has been provided to the San Fernando Police Officers' Association and is currently being reviewed.

Next City Council Action: Review and approval of the Police Corporal job description, tentatively scheduled for November 2024.

Tentative Completion Date: February of 2025

Recreation & Community Services.

No project updates.

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Finance.

Title: Enterprise Resource Planning Software (Finance System)

Description: The City's current financial system, Tyler Eden, will no longer be supported effective March 2027. In preparation, Staff will focus on awarding a professional services agreement and initiating implementation for replacement of the Project goals for Phase I of this transition will focus primarily on development of General Ledger – Financials and data migration. Through the Adopted Fiscal Year 2024-2025 Budget, the City Council approved funding for system replacement for \$100,000 towards implementation expenses and \$40,000 in ongoing software subscription costs.

Status: Staff held initial demonstrations with three (3) software vendors specializing in municipal government financial systems in June and July. Based on evaluations, two (2) vendors were invited to present onsite in August and September. **The City Council approved a contract for award of software and implementation services with Tyler Technologies ERP at the November 18, 2024 meeting.**

Next City Council Action: **No additional City Council action required.**

Tentative Completion Date: **A project kickoff is being scheduled for April 2025. Implementation time is anticipated to take up to 24 months across three (3) phases: Phase 1 – Financials; Phase 2 – Utility Billing; and Phase 3 – Human Resources/Payroll.**

Title: Update on City's OPEB/Pension Liabilities

Description: The City provides full-time employees with a defined benefit pension through the California Public Employee's Retirement System (CalPERS) and pays other post-employment benefits (OPEB) to certain retirees or a group of retirees for health care costs. City Council has requested an informational presentation on OPEB actuarial report and related investments from the City's financial advisor.

Status: Staff is in coordination with the City's actuarial services consultant, Foster & Foster, in the development of the updated valuation reporting for the fiscal year ending June 30, 2023. Initial data has been provided to the consultant, which is being used to generate reporting and disclosure issues and assists the City with understanding the financial statement impact, the effect of actuarial assumptions and methodology, development of funding policies and recommended contributions, and a review of the plan design.

Next City Council Action: Staff anticipates a final report for presentation to City Council by January 20, 2025.

Tentative Completion Date: January 2025

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Title: Residential Water Service Shut Off Policy

Description: On July 15, 2024, the City Council approved the Discontinuation of Residential Water Services for Non-Payment Policy as required by Senate Bill 998 (SB 998) and Senate Bill 3 (SB 3) which will take effect January 1, 2025. City Council also moved to direct staff to return at a future meeting with guidance and recommendations regarding the City's ability to collect delinquent sums on the tax roll similar to the manner in which delinquent trash sums are also collected.

Status: Staff has conferred with the City Attorney to research this item to analyze a) if assessments are allowable for residential water services due to non-payment and b) the pros/cons of this process versus a water shut-off process. Preliminarily, we were advised as follows:

- 1) Charges for water consumption are property related fees and charges within the meaning of Proposition 218 (codified under Article XIID of the California Constitution);
- 2) As such, an ordinance or resolution establishing or increasing water rate charges requires the conduct of a so-called "majority protest" public hearing which requires the issuance of a written notice to water customers no less than 45 days from the date of the hearing; and
- 3) In order to preserve the ability to collect delinquent water charges on the tax roll, the City, as part of the majority protest approval process, must send notice to the owners of real property parcels that receive water service, even if the property owner is not the water customer (e.g., where the water customer is a tenant and not the owner affect parcel). (See Govt. Code Section 53755(a)(3) and Health & Safety Code Sections 5471, 5473 and 5473a). If the City did not provide such notice when it last conducted a majority protest hearing setting its current water rates, it would require the initiation of a new majority protest process in which such notice was provided to property owners (not just customers) for the City to avail itself of the right to collect delinquent charges on the tax roll.

Staff is continuing to work with the City Attorney and additionally in process of surveying other municipal operations to illustrate use of assessments versus water shut-off process for residential water services due to non-payment.

Next City Council Action: Staff plans to return to City Council by January 6, 2025, with an agenda item with this information for discussion and direction.

Tentative Completion Date: If City Council provides direction to continue the water shut-off process, staff will proceed following the first water billing after January 1, 2025. If direction is provided to proceed with the assessments, staff will coordinate with the Los Angeles County Auditor-Controller Office for next steps.

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Title: American Rescue Plan Act (ARPA) Allocations

Description: The City has received a total of \$5,818,339 American Rescue Plan Act (ARPA) funds. Through the Fiscal Year 2024-2025 Budget Study Sessions, City Council provided direction on the current ARPA Expenditure Plan (see Attachment “B”). Subsequent recommendations were provided at the July 15, 2024 City Council Meeting to reduce funding from the First Time Homebuyer Support & Rehab Loan Revolving Fund (Project #15) from \$100,000 to \$50,000 and increase the Sidewalks Repairs (Project #14) from \$1,071,839 to \$1,121,839.

Status: Status updates regarding each approved project and associated budget are enclosed in Attachment “B”.

Next City Council Action: Staff will continue to use this standing item to report to City Council with updates to ensure that all ARPA funds are contracted by the December 31, 2024, deadline.

Tentative Completion Date: All funds must be obligated (under contract/purchase order) by December 31, 2024, and fully expended by December 31, 2026.

Title: Online Bill Payment System (Paymentus)

Description: 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 or via drop box. In person, only cash, checks, and debit cards are accepted for payment. The City Council adopted the Fiscal Year (FY) 2023-2024 Budget, which included a Finance Department Work Plan objective to identify a utility payment software solution to provide residents with expanded payment options for credit card and online payments.

Status: On October 16, 2023, the City Council approved an agreement with Paymentus Corporation for online payment services. Due to staff turnover, however, the vendor did not countersign the agreement until December 2023 and the kickoff did not occur until January 2024. The implementation of the system also proved challenging due to the City’s current financial accounting system, which has limitations due to impending retirement in March 2027. Staff was able to develop an alternative method for integration through its cashiering system, but system testing was halted because of issues that arose during the transition of IT Managed Services, which have not yet been resolved. With a new IT service provider, this project has been prioritized to complete testing and pilot.

Next City Council Action: No additional City Council action required.

Tentative Completion Date: January 2025

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BUDGET IMPACT:

There is no additional budget impact to receiving and filing this status report. All reported enhancements, projects, and priorities currently have sufficient funding as appropriated through the Fiscal Year 2024-2025 Adopted Budget.

CONCLUSION:

It is recommended that the City Council receive and file this status update on enhancements, projects and City Council priorities and provide direction, as appropriate.

ATTACHMENTS:

- A. My San Fernando App Work Order Reports
- B. ARPA – Expenditure Plan & Status Report
- C. Completed Items
- D. Expiring Contracts

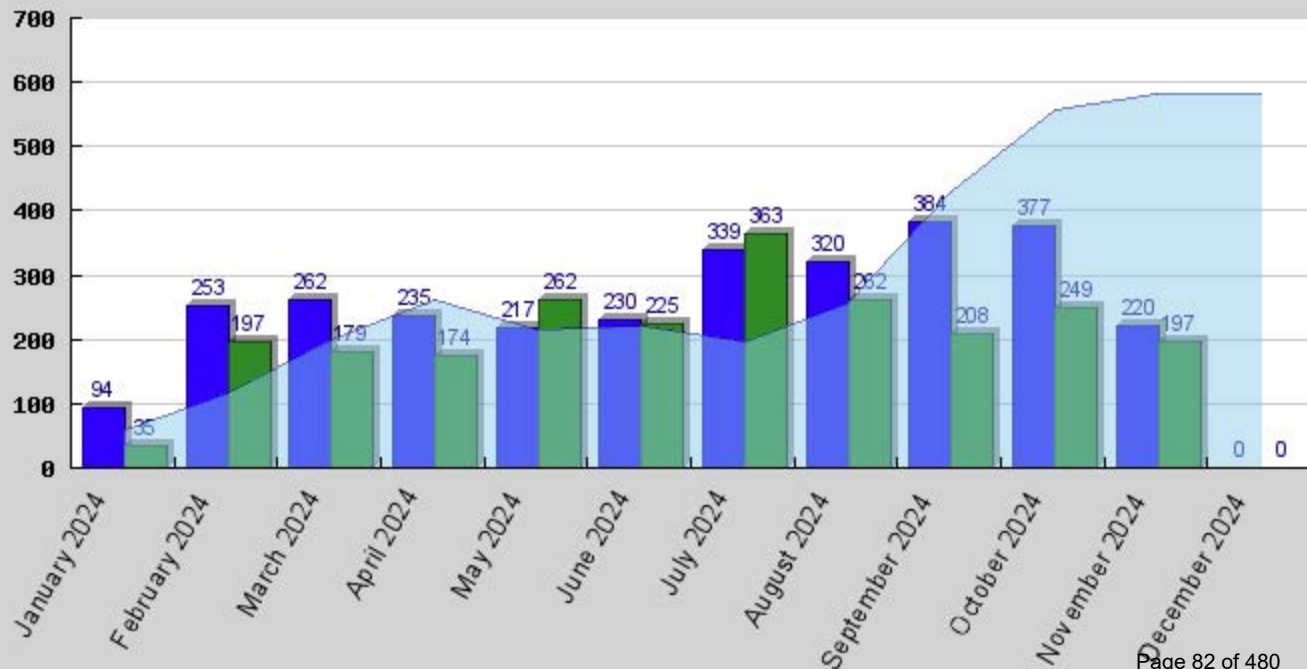
One Year Analysis of Opened Requests
Ending December 2024

	24-Jan	24-Feb	24-Mar	24-Apr	24-May	24-Jun	24-Jul	24-Aug	24-Sep	24-Oct	24-Nov	24-Dec	Total
Community Development													
Building Code Violation	0	6	5	8	10	12	13	15	16	23	21	0	129
Homelessness Outreach	12	20	16	10	14	8	21	12	17	37	7	0	174
Property Maintenance	12	0	0	0	0	0	0	0	0	0	0	0	12
Total - Community Development	24	26	21	18	24	20	34	27	33	60	28	0	315
Police													
Abandoned Vehicle	0	12	3	6	3	3	6	13	10	9	7	0	72
Total - Police	0	12	3	6	3	3	6	13	10	9	7	0	72
Public Works													
Bus Stop/Shelter Maintenance	0	0	0	0	0	0	0	0	3	0	0	0	3
City Trees	0	0	4	2	5	3	9	8	14	12	6	0	63
Graffiti and Sign Posting on P	38	66	50	56	60	52	82	95	93	70	35	0	697
Graffiti on Private Property	3	53	68	59	42	56	54	49	61	89	49	0	583
Illegal Dumping and Litter	11	64	49	69	60	55	99	90	98	86	61	0	742
Park Maintenance	0	0	6	4	0	2	2	1	15	3	1	0	34
Sidewalk Repair	4	6	9	7	8	7	11	6	18	23	3	0	102
Storm Drain and Flooding	2	1	0	1	2	0	0	4	0	3	0	0	13
Street Lighting	10	12	14	5	7	15	15	12	18	9	20	0	137
Street Repair	2	11	38	5	4	9	8	6	11	5	5	0	104
Street Signage	0	1	0	3	2	4	17	7	2	4	3	0	43
Traffic Signal	0	1	0	0	0	4	2	2	8	4	2	0	23
Total - Public Works	70	215	238	211	190	207	299	280	341	308	185	0	2544
All Topics													
Total All Topics	94	253	262	235	217	230	339	320	384	377	220	0	2931

Open Vs. Closed Requests by Month

For Date Period 01/01/2024 through 12/31/2024

Opened Closed Requests Open at End of Month



ARPA Expenditure Plan & Status Report

ITEM	STATUS	PROJECT/PROGRAM	BUDGETED	SPENT	CONTRACTED	BALANCE
1	Complete	Annual Street Repavement - Phase II	1,007,232	1,007,232	-	-
2	Complete	COVID-19 Relief/Response Reimbursement	205,940	205,940	-	-
3	Complete	Layne Park Revitalization Project	200,341	200,000	-	341
4	Complete	Council Chambers/AV Upgrade	24,981	24,981	-	-
5	In Progress	Upper Reservoir Project	850,000	524,125	325,875	(0)
6	In Progress	Homeless Outreach Services	300,000	145,126	154,874	0
7	In Progress	Pioneer Park Project	254,961	-	254,961	-
8	In Progress	Downtown Master Plan	250,000	135,205	114,795	-
9	In Progress	Annual Street Repavement - Phase III	250,000	241,722	8,278	-
10	In Progress	Technology Improvements	179,845	31,171	148,674	(0)
11	In Progress	Las Palmas & Rec Park Generator Project	150,000	68,561	70,751	10,688
12	In Progress	City Mobile App - Virtual San Fernando	148,200	50,632	97,568	-
13	In Progress	Feasibility Study - New City Park Space	50,000	49,592	-	408
14	Planning Stage	Sidewalk Repairs	1,121,839	-	1,121,839	-
15	In Progress	First Time Home Buyer & Rehab Loan Program Revolving Fund	50,000	-	50,000	-
16	In Progress	Las Palmas HVAC Project	400,000	115,720	269,658	14,623
17	In Progress	Citywide Curb Repainting	200,000	-	200,000	-
18	In Progress	City Hall Beautification	100,000	-	99,770	230
19	In Progress	Park IT Server Room Transition	50,000	20,503	-	29,497
20	In Progress	Wifi at LP & Recreation Park w/Computer Rooms	25,000	4,507	13,924	6,569
Total			\$ 5,818,339	\$ 2,825,018	\$ 2,930,966	\$ 62,355

COMPLETED ITEMS

Changes to each project since the last meeting have been tracked and are shown in red

City Manager's Office & City Clerk's Office.**Title: City Council Office Redesign**

Description: During the FY 2023-2024 budget process, the City Council approved an enhancement to redesign the City Council office to be suitable to host City related meetings. The budget allocation for this program is \$5,000.

Status: On May 20, 2024, the City Council authorized staff to move forward with the renovation based on the five (5) desk design presented during the meeting. The City Council Office is substantially complete and is ready for use. The final remaining action is to add the City seal and logo to the office walls.

Next City Council Action: N/A

Tentative Completion Date: Completed in September 2025

Community Development Department.**Title: Animal Control Contract Management**

Description: The City contracts with the Los Angeles County Department of Animal Care & Control (DACC) to provide animal control services. Services include field services for animal care and control, including enforcement of state statutes and municipal animal control ordinances, dead animal pickup, and licensing fee canvassing and collection. In addition, kennel and animal shelter services at Los Angeles County shelters, which accept all animals delivered for impoundment from within the City boundaries 24 hours per day is included in the service agreement. Based on City Council direction, staff reported on research related to alternative service providers and determined entering into contracts with other service providers was not feasible for reasons outlined in the agenda report. On May 6, 2024, the City Council approved a five-year Agreement (through June 30, 2029) to provide animal care and control services to the City.

Status: Staff has continued to search potential non-profits or other entities to assist with trapping of the feral cats for the purposes of having them spayed or neutered. Unfortunately, to date there has not been one identified. It should be noted that at the Strategic Goals and Budget Session on February 12, 2024, additional animal control services for trapping and relocation was included as a potential area to be funded by available discretionary funds. However, this effort was not funded through the FY 2024-2025 budget process.

Next City Council Action: N/A

Tentative Completion Date: Completed in June 2024

Police Department.

Title: Narcotics Incinerator

Description: During the FY 2024-2025 Budget Process, the City Council approved a one-time enhancement of \$11,937 for a drug disposal program, funded through Opioid Settlement Funds. This program will involve purchasing a smokeless narcotics incinerator for the police department to safely dispose of prescription and illicit drugs. The incinerator will eliminate the need to store narcotics at the department until a disposal operation can be organized, which previously required 8 to 10 armed officers to transport drugs to Long Beach—the nearest facility, which is no longer operational. This enhancement will allow the police department to dispose of narcotics and prescription medications on-site, benefiting both the department and the community.

Status: The narcotics incinerator has been purchased and was delivered on September 9, 2024.

Next City Council Action: No further action is necessary.

Tentative Completion Date: Completed in September 2024.

Public Works Department.

Title: Position Reclassification: Convert Four (4) Part-Time Maintenance Workers to Two (2) Full-Time Maintenance Workers for Graffiti and Tree Maintenance

Description: Converting four (4) part-time maintenance workers into two (2) full-time maintenance workers to two (2) full time positions for graffiti and tree maintenance positions.

Status: Positions have been filled new hires are being on boarded.

Next City Council Action: No City Council action anticipated.

Tentative Completion Date: October 31, 2024.

Title: Street Resurfacing Project – Phase 3

Description: The Phase 3 Annual Street Resurfacing Project has been completed. The project involves a three-step process of asphalt slurry that help to fill, level, and create a more acceptable travel surface to the road at a significant reduction in price, when compared to traditional overlays. The work covered approximately two (2) miles of street. In addition to paving activities, new striping and pavement markings will be installed, which included refreshing of house numbers on the curbs along the project limits.

The streets that formed part of the base bid included:

- First Street between North Maclay Avenue and Hubbard Avenue
- Macneil Street between Third Street and Library Street

- Kalisher Street between San Fernando Road and Hewitt Street and between Griffith Street and South City Limits
- Second Street between North Huntington Street and Hubbard Avenue
- San Fernando Road between Kittridge Street and South Brand Boulevard
- Hubbard Avenue between First Street and Fourth Street
- Fourth Street between Hubbard Avenue and North Workman Street
- Fourth Street between North Maclay Avenue and North Brand Boulevard
- Chatsworth Drive between San Fernando Road and South City Limits
- Hubbard Avenue Access Road between Second Street and Fourth Street

Status: Construction began on July 8, 2024. The contractor has completed all paving operations of the contract. Contractor is currently working on punch list items completed the project, including punch list items..

Next City Council Action: Acceptance of the project is tentatively scheduled for January 2025.

Tentative Completion Date: October 2024 (Construction) Completed November 2024

Recreation & Community Services.

Title: Afterschool Teen Program

Description: During the FY 2024-2025 Budget process, the City Council approved an Afterschool Teen Program that provides a safe, structured environment for activities. The program convenes Monday through Friday, regularly in the hours after school of 3:00 p.m. to 6:00 p.m. and offers activities to help youth between the ages of 11 and 17 learn new skills, and develop into responsible adults. Activities are recreational, educational, cultural and social and may cover topics such as sports, technology, reading, math, science and the arts. This will be a healthy and positive environment where any San Fernando teen can come and engage in positive activities.

Status: Staff recruitments were opened and completed. Staff were identified and are in the onboarding process. Staff training will follow as we work on weekly activity curriculum. Flyer and marketing narrative are in the process of being approved and program equipment, materials and supplies are being procured.

Next City Council Action: No additional City Council action required.

Tentative Completion Date: Program launched on Monday, October 7, 2024.

Title: Park Opportunity Plan

Description: The Park Opportunity Plan (POP) project aims to revitalize urban spaces in the City by conducting a comprehensive land inventory in order to identify opportunities for future use and development. In parallel, the project fostered deep community engagement through activities like walk audits, focus groups, and workshops. The final deliverable includes the land and open space inventory, the SFPOP final report, and new concepts and designs for at least three open spaces.

Status: The Land and Open Space Inventory project is on schedule. The consultant prepared the final report, which was presented to the Parks, Wellness and Recreation Commission on September 12, 2024. On October 7, 2024, the City Council received and filed the final Park Opportunity Plan.

Next City Council Action: No additional City Council action required.

Tentative Completion Date: Completed October 7, 2024

ADM City Council Enhancement Project and Priority Updates (12-02-2024) ATT D (CONTRACTS)

Contract No.	Effective Date	Expiration Date	Company name	Description of Services	Contract Amount	Extendable	Approved By CC or Admin	Dept.	Procurement Process	Notes
2208	11/6/2023	11/5/2024	Home Again LA	Provide Community Resource Support through the City's Business and Community Resource Center	\$0.00	Extend (2) one yr terms	CC	CD		9/5/2024: Per Erika R. okay, to expire
2280	10/26/2024	11/5/2024	Los Angeles County Elections Division	Check-in Center for Elections Services in City Parking Lot 6N for the November 5, 2024 General Election	\$0.00	-	Admin	CLK		8/27/2024: Per Julia F. okay to expire
2276	10/24/2024	11/7/2024	Los Angeles County Elections Division	Facility Use Agreement for November 5, 2024 Elections - Recreation Park (4-day vote center)	-	-	Admin	CLK		8/27/2024: Per Julia F. okay to expire
2277	10/24/2024	11/7/2024	Los Angeles County Elections Division	Facility Use Agreement for November 5, 2024 Elections - Las Palmas Park (11-day vote center)	-	-	Admin	CLK		8/27/2024: Per Julia F. okay to expire
2211	11/13/2023	11/12/2024	LA County Elections Division	Facility Use Agreement for SF Recreation Park, MultiPurpose Room for March 5, 2024 and November 5, 2024 Elections	\$0.00	-	Admin	CLK		8/27/2024: Per Julia F. okay to expire
2216	11/20/2023	11/12/2024	LA County Elections Division	Vote Center Election Plan & Facility Use Agreement for Las Palmas Park, Arts & Crafts Room for March 5, 2024 and November 5, 2024 Elections	\$0.00	-	Admin	CLK		8/27/2024: Per Julia F. okay to expire
2038	11/15/2021	11/15/2024	Michael Baker International	CDBG Program Implementation and Administration Services	\$60,895.00	(2) one yr extensions	CC	ADM/ED		
2224	2/20/2024	11/19/2024	Alfaro Communications Construction	Traffic Signal Modification	\$1,229,429.51	-	CC	PW	NIB (6/13/2023)	7/15/2024: NTP on August 5, 2024 to complete w/in 75 working days
2237(a)	7/9/2024	11/26/2024	American Asphalt South, Inc.	First Amendment to Fiscal Year 2023-2024 Phase 3, Annual Street Resurfacing Project Job No. 7621, Plan No. P-743 (Amending Scope of Work and Decrease Compensation)	\$1,778,900.20	Yes	CC	PW		NTP July 7, 2024 - Commence w/in 10 days of NTP and complete w/in 90 working days
2205	10/16/2023	12/5/2024	Initiating Change in Our Neighborhoods Community Development Corporation (ICON CDC)	MOU to Provide Free Services to entrepreneur and Small Business Owner in the City	\$0.00	Extend (2) one yr terms	CC	ADM		10/29/2024: Kanika working with City Attorney on extension

ADM City Council Enhancement Project and Priority Updates (12-02-2024) ATT D (CONTRACTS)

Contract No.	Effective Date	Expiration Date	Company name	Description of Services	Contract Amount	Extendable	Approved By CC or Admin	Dept.	Procurement Process	Notes
2046	12/6/2021	12/6/2024	GMU Pavement Engineering Services	Pavement Design Services	\$450,000.00	(2) one yr extensions	CC	PW		
2044(a)	10/3/2022	12/6/2024	CWE	First Amendment to Water and Wastewater Engineering Services (Increasing not-to-exceed amount)	\$1,000,000.00	(2) one yr extensions	CC	PW		
2045(a)	8/21/2023	12/6/2024	Willdan Engineering	First Amendment for NPDES Consulting Services (Increase compensation)	\$90,000.00	(2) one yr extensions	CC	PW		
2043(b)	4/15/2024	12/6/2024	Willdan Engineering	Second Amendment to City Engineering Services (Increasing not-to-exceed amount)	\$1,188,845.00	(2) one yr extensions	CC	PW		
2047	12/8/2021	12/8/2024	Los Angeles Housing Authority	Reimbursement Agreement for Live Scan Services	\$25/live scan	One yr extension	Admin	FIN/PD		
2279	8/5/2024	12/13/2024	US National Corp dba Jimenez Painting Company	Exterior Painting of City Hall	\$39,880.00	-	CC	PW		NTP on 9/16/2024, complete w/in 60 working days
2165	5/5/2023	12/24/2024	Interwest Consulting Group Inc.	On-Call Building Inspection Services	\$24,950.00	-	Admin	CD		9/5/2024: Per Erika R. okay, to expire
2147(b)	4/8/2024	12/24/2024	Dudek	Second Amendment for Preparation of the Downtown Master Plan (Extending Term)	\$297,675.00	-	Admin	ADM		
2109	12/5/2023	12/31/2024	New Economics for Women	Financial Capability Program	\$18,000.00	NA	CC	ADM		9/5/2024: Per Julio, okay to expire
1972(a)	11/21/2022	12/31/2024	Houseal Lavigne	First Amendment for preparation of the 6th Cycle Housing Element Update (Increase contract amount and extend term)	\$305,000.00	-	CC	CD		9/30/2024: Per Erika R. okay to expire

ADM City Council Enhancement Project and Priority Updates (12-02-2024) ATT D (CONTRACTS)

Contract No.	Effective Date	Expiration Date	Company name	Description of Services	Contract Amount	Extendable	Approved By CC or Admin	Dept.	Procurement Process	Notes
2165(a)	6/20/2023	12/31/2024	Interwest, a SAFEbuilt Company	First Amendment for On-Call Building and Code Enforcement Services (Increase comp and expand scope)	\$100,000.00	-	CC	CD		9/5/2024: Per Erika R. okay, to expire
2173	6/26/2023	12/31/2024	4Leaf, Inc.	On-Call Community Preservation Services	\$24,950.00	-	Admin	CD		3/28/2024: Per Erika R, ok to expire
2261	7/1/2024	12/31/2024	Los Angeles Regional Food Bank	Memorandum of Understanding - Summer Food Service Program at Recreation Park	\$0.00	-	CC	RCS		
2063(c)	6/18/2024	12/31/2024	Pacific Hydrotech Corporation	Third Amendment for Upper Reservoir Replacement Project, Job No. 7613 (contract extension)	\$5,890,000.00	-	Admin	PW		
1912(e)	7/2/2024	12/31/2024	John Robinson Consulting, Inc.	Fifth Amendment for Upper Reservoir Replacement Construction Management and Engineering Design (Term extension)	\$1,476,311.00	-	Admin	PW		
2272	7/18/2024	12/31/2024	The Language Pros	Interpretation and Translation Services	\$15,000.00	-	Admin	CLK		
2318	11/13/2024	1/13/2025	Dryworks, LLC	Upper Reservoir 4A Engineering and Consultation Assessment Services	\$3,500.00	30 days	Admin	PW	Informal	
2215	2/20/2024	1/14/2025	National Coating & Lining Company	Reservoirs 2A & 5 Roof Repair, Job No. 7622	\$56,465.00	-	CC	PW		8/29/2024 NTP and complete w/in 90 working days
2222	1/30/2024	1/30/2025	Rincon Consultants, Inc.	Municipal Code Amendment	\$8,264.00	-	Admin	CD		9/30/2024: Per Erika R. okay to expire

ADM City Council Enhancement Project and Priority Updates (12-02-2024) ATT D (CONTRACTS)

Contract No.	Effective Date	Expiration Date	Company name	Description of Services	Contract Amount	Extendable	Approved By CC or Admin	Dept.	Procurement Process	Notes
2052	2/7/2022	2/7/2025	Karina Sweeping Company	Sweeping Services at City-Owned Parking Lots, Alleys, and Trash Enclosures (Council Opted in for Curbs along both sides of Maclay between 1st Street and 4th Street)	\$87,600.00	(2) one-year extensions	CC	PW		
2285	8/19/2024	2/28/2025	Elecnor Belco Electric, Inc.	Citywide Traffic Signal Synchronization Project, Job No. 7603, Plan No. P-745	\$912,750.00	-	CC	PW		Kenneth confirmed end of February 2025 to complete project
2230	2/29/2024	3/1/2025	J&B Landscaping	Neighborhood Clean-Up! Program	\$25,000.00	Two add'l 1yr terms	Admin	CD		
2060(a)	10/16/2023	3/16/2025	Willdan Financial Services	First Amendment for Cost Allocation Plan and User Fee Study (Increasing Comp)	\$48,000.00	Renewal Option	CC	FIN		
1947(c)	3/20/2024	3/19/2025	Everbridge	Addendum 3 to Contract Services Agreement for Mass Notification System (Renewal)	\$13,159.00	-	Admin	PD		
2068	4/18/2022	3/30/2025	State of California Department of Forestry and Fire Protection (CAL FIRE)	Funding Related to the Calles Verdes: City of San Fernando Urban Forest Management Plan	\$288,775.53	-	CC	PW		
2265	7/1/2024	3/31/2025	Willdan Engineering	Construction Management, Inspection, Labor Compliance and Material Testing Services for the Traffic Signal Modifications - 9 Locations Highway Safety Improvement Project: Federal Project No. HSIPL-5202(019)	\$202,191.00	-	CC	PW		Commence w/in 3 calendar days of NTP
2133	2/6/2023	-	San Fernando Community Hospital dba San Fernando Community Health Center (SFCHC)	Letter Agreement to Consent to Alterations of property located at 732 Mott St. for the installation and operation of Solar Energy Generation	-	-	CC	ADM		Added to Contract Folder No. 1898
2133(a)	2/6/2023	-	Tenant: San Fernando Community Hospital dba San Fernando Community Health Center (SFCHC) Provider: Collective Energy Development, LLC	Disclaimer Agreement agreeing System (Solar Energy Generation) and all components are the personal property of Provider	\$10.00	-	CC	ADM		Added to Contract Folder No. 1898

ADM City Council Enhancement Project and Priority Updates (12-02-2024) ATT D (CONTRACTS)

Contract No.	Effective Date	Expiration Date	Company name	Description of Services	Contract Amount	Extendable	Approved By CC or Admin	Dept.	Procurement Process	Notes
2143	3/22/2023	-	Rina Cano, Owner	Repealed & replaced with Contract No. 2159 Settlement Agreement and General Release - Rina Cano, 1425 Griffith St. - Sewer Lateral	-	-	Admin	PW		MANDATORY 50 YR RETENTION (YEAR 2073)
2159	5/22/2023	-	Rina Cano, Owner	Replacement & Substitution of Settlement Agreement and General Release of Contract No. 2143 - Rina Cano, 1425 Griffith St. - Sewer Lateral	-	-	Admin	PW		MANDATORY 50 YR RETENTION (YEAR 2073)
2174	6/20/2023	-	North Valley Caring Services	Transfer Agreement and Waiver and Release - Vehicle Donation	-	-	CC	CD		Filed w Contract No. 2148
2200	9/18/2023	-	.Gov Domain Registration c/o Verisign, Inc.	.GOV Domain Name for City of San Fernando (Mailed letter)	-	-	Admin	FIN/IT		
2282	8/5/2024	-	Kroger Opioids Implementation Administrator	New National Opioid Settlement	\$75,000.00	-	CC	CA		
2264	7/1/2024	418 days from NTP	Brightly Software Inc.	Citywide Facility Condition Assessment Consulting Services (Sourcewell Contract Reference No. 090320-SDI)	\$27,222.00	-	CC	PW		Commence w/in 3 calendar days of NTP, and completed w/in 418 days from NTP
2289	9/3/2024	45 working days from NTP	Onyx Paving Company, Inc.	Fog Seal Coating of City Parking Lots, Job No. 7627 (City Lots 3, 5, 6N, 7, 8, 9, 10, City Hall Parking Lot & Police Parking Lot	\$552,560.00	-	CC	PW		45 Working Days from NTP Rerouted for correct contract amount
2225	2/20/2024	Commence w/in 10 calendar days of NTP, work shall be completed by	Zetroc Electric, LLC	New Generator Installation at Las Palmas Park and Recreation Park (Sourcewell Number 092222-GNR)	\$121,475.00	-	CC	PW		Commence w/in 10 calendar days of NTP, work shall be completed by 45 working days
2252	6/4/2024	Final Approval by City	Ojos Locos Sports Cantina (Applicant) and Impact Sciences Inc. (Consultant)	Preparation of Environmental Review Documents (CEQA) at 104 S. Maclay Ave (Project #SPR2024-007)	\$0.00	-	Admin	CD		

ADM City Council Enhancement Project and Priority Updates (12-02-2024) ATT D (CONTRACTS)

Contract No.	Effective Date	Expiration Date	Company name	Description of Services	Contract Amount	Extendable	Approved By CC or Admin	Dept.	Procurement Process	Notes
2254	6/12/2024	Final Approval by City	Aszkenazy Development Inc. (Applicant) and Kimley-Horn and Associates, Inc. (Consultant)	Preparation of Environmental Review Documents (CEQA) at 208 Jessie Street	\$0.00	-	Admin	CD		
2273	7/19/2024	Final Approval by City	Midland Contractors Inc (Applicant) and Chambers Group Inc (Consultant)	Agreement for the Preparation of Environmental Review Documents Project Location: 833 N. Brand Blvd; Project # SPR2024-001	\$0.00	-	Admin	CD		
2296	9/18/2024	Final Approval by City	Karnail Chand & Saroj B Trs (Applicant) and Chambers Group Inc. (Consultant)	Preparation of Environmental Review Documents (CEQA) at 228 Jessie St. APN: 2519-020-011 (Project #SPR2023-053)	\$0.00	-	Admin	CD		
2313	11/18/2024	Final Approval by City	Midland Contractors Inc (Applicant) and Chambers Group Inc (Consultant)	Preparation of Environmental Review Documents (CEQA) at 319 N. Hagar Street, APN: 2520-022-011	\$0.00	-	Admin	CD		
2001	10/18/2021	indefinite	California Community Economic Development Association (CCEDA)	Implement local micro and small business grant program, and technical assistance to support the City's economic development	\$25,000.00			RCS		LOCATE ELECTRONIC COPY
2151	5/1/2023	indefinite	Shuster Advisory Group, LLC	Consultant Services for OPEB Trust	\$24,000/FY	-	CC	FIN		
2034	12/25/2008	Month to Month	Los Angeles County Metropolitan Transportation Authority (LACMTA)	Los Angeles County Metropolitan Transportation Authority Metro Pass Seller Agreement - Sell Metro Paper Passes			Admin	ADM		
2182	7/20/2023	N/A	Sandra Finch, an individual, ("Claimant") for and on behalf of herself and the Calderon/Shaug Families	Release Liability Agreement regarding: Grace Shaug Calderon is the original owner/lender of various personal items that were loaned for an indefinite period of time to the Lopez Adobe Historical Site and Preservation Commission (the "Historical Commission") for display at the Lopez Adobe site.	\$0.00	N/A	Admin/ Parks Wellness Commission	RCS		
1991	8/2/2021	Project Completion	Los Angeles County Flood Control District	San Fernando Regional Park Infiltration Project (Grant)	\$1,029,764.00	-	CC	PW		

ADM City Council Enhancement Project and Priority Updates (12-02-2024) ATT D (CONTRACTS)

Contract No.	Effective Date	Expiration Date	Company name	Description of Services	Contract Amount	Extendable	Approved By CC or Admin	Dept.	Procurement Process	Notes
2098	8/10/2022	Project Completion	Department of Transportation (Caltrans)	Program Supplement No. F014 to Administering Agency-State Agreement for Federal-Aid Project no. 07-5202F15 (Project No. ATPL-5202(020) - Pacoima Wash Access Road from Fourth St to Eighth St	\$2,486,000.00	-	Admin	PW		Replace signature page when Caltrans signs
2199	9/22/2023	Project Completion	State of California Department of Transportation	Funds Transfer Agreement - Budget Act of 2022 (the Act) from the State General Fund to Caltrans, to be allocated to San Fernando for the Pacoima Wash Pedestrian Bridge	\$7,500,000.00		CC	ADM		
2218	12/5/2023	Project Completion	Climate Resolve, Fernandeño-Tataviam Band of Mission Indians, and Pacoima Beautiful	Partnership Agreement for the Partnership Structure for the SF Climate Action Resilience Plan Project		-	Admin	ADM/CD		
2177	7/17/2023	Through expenditure of Grant Funds	Northeast Valley Health Corporation	State of California Department Health Care Services Appropriation	\$5,000,000.00	-	CC	ADM		
2177(a)	8/3/2023	Through expenditure of Grant Funds	Northeast Valley Health Corporation	Addendum to MOU regarding State of California Department Health Care Services Appropriation	\$5,000,000.00	-	CC	ADM		
2212	11/15/2023	Until Project Completion	4Leaf, Inc.	Development of Standard Operating Procedures (SOPS)	\$9,900.00	-	Admin	CD		
2212(a)	8/30/2024	Until Project Completion	4Leaf, Inc.	First Amendment Development of Standard Operating Procedures (SOPS) (Increasing compensation	\$17,160.00	-	Admin	CD		
2128	8/18/2016	Until Terminated	Urban Futures, Inc. Analytics & Compliance Solutions	On-Going Continuing Disclosure Services for annual reporting	\$950.00	-	FIN Director	FIN		Originally approved by Finance Director, Sandra R. forwarded to Clerk's Office for filing
1984	5/3/2021	Until Terminated	1100 Truman Street, LLC	One-Way Access Agreement for Access to City Parking Lot (Drive Aisle to connect APNs 2521-034-007 & 2521-034-009 to City Lot No. 5)	-	-	CC	PW		

ADM City Council Enhancement Project and Priority Updates (12-02-2024) ATT D (CONTRACTS)

Contract No.	Effective Date	Expiration Date	Company name	Description of Services	Contract Amount	Extendable	Approved By CC or Admin	Dept.	Procurement Process	Notes
1698(a1)	1/1/2023	Until Terminated	Olivarez Madruga Law Organization, LLP (OMLO)	Second Amendment for attorney services (Compensation)	Partners/Associate (\$216) & Parelegals (\$103)	-	Admin	ADM		Nick signed hardcopy & Julie emailed to OMLO
2149	5/1/2023	Until Terminated	Shuster Advisory Group, LLC and ALTA Trust Company	Adoption Agreement for the Multiple Employer OPEB/Pension 115 Trust & Trust Administrative Services Agreement to Provide Post-Employment Health and Welfare Benefits (OPEB)	\$5,000/plan max	-	CC	FIN		
1698(b)	11/28/2023	Until Terminated	Olivarez Madruga Law Organization, LLP (OMLO)	Second Amendment for City Attorney Services (Amended Schedule of Rate & Charges)	Per Rate Schedule	-	CC	ADM		
2234	3/20/2024	Until Terminated	The Los Angeles Homeless Services Authority (LAHSA)	Greater Los Angeles Homeless Management Information System (LA HMIS) Continuums of Care (CoC)	\$0.00	-	Admin	CD		
2269	7/15/2024	Until Terminated	County of Los Angeles	MOU & Funding Agreement to Participate in Taskforce for Regional Autotheft Prevention (TRAP)	-	-	CC	PD		Replace signature after LA County signs
2270	7/19/2024	Until Terminated	US Bank	Establish P-Card Program (NASPO Value Point State of California Participating Addendum 7-20-99-42 Local Agency Subsidiary Agmt)	\$0.00	-	Admin	FIN		
1906(b)	9/16/2024	Until Terminated	Nick Kimball, City Manager	Second Amendment to Employment Agreement - City Manager	\$251,767.00	-	CC	ATTY		
2314	8/22/2013	Until Terminated	Federico Ramirez	Employment Agreement for Community Development Director	Salary	-		ADM		Executed administratively, adding Contract Number
2303	2/26/2021	Upon Completion of Project	Los Angeles County Metropolitan Transportation Authority (LACMTA)	Letter of Agreement for Federal Projects Programmed Through the LACMTA Call for Projects (San Fernando Pacoima Wash Bike Path ID# F1505,	\$1,513,000.00	-	Admin	PW		Filed as Administrative Contract, Added a Contract Number and moved to correct folder

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

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

Date: December 2, 2024

Subject: Consideration to Approve Calendar Year 2025 Business Permits for Certain Business Activities as Required by the City Code

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve nineteen-six (26) Business Permits for Calendar Year 2025 for businesses engaged in certain business activities (Attachment “A”), as required by Article III of Chapter 22 of the City Code; and
- b. Authorize the City Manager administrative authority to approve the remaining nineteen (19) applicants for Business Permits, pending completion of outstanding planning requirements.

BACKGROUND:

1. On December 5, 2022, staff presented Business Permit Renewal Applications for calendar year 2023. During this discussion, the City Council provided direction to staff for a revised Business License Permit renewal process to include a more comprehensive review of community complaints and code violations.
2. On February 20, 2024, the City Council approved an interim urgency ordinance requiring establishments selling alcohol to obtain business permits and regulating establishments selling alcohol.
3. On September 3, 2024, Business Permit Renewal Applications for calendar year 2024 were mailed to those businesses that require City Council approval per Article III of Chapter 22 of the City Code prior to issuance of a Business License (see Attachment “B” for complete list of Business Activities that require a Permit).
4. By the September 30, 2024 renewal deadline, the Finance Department received 25 Business Permit Renewal applications.

Consideration to Approve Calendar Year 2025 Business Permits for Certain Business Activities as Required by the City Code

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5. On November 4, 2024, all completed applications received by the Finance Department were electronically distributed to appropriate departments for compliance review.
6. By November 21, 2024, the Community Development, Police, and Public Works departments completed review of the applications.

ANALYSIS:

Article III of Chapter 22 of the San Fernando Municipal Code (SFMC) requires certain types of businesses to obtain a Business Permit to operate in the City. The purpose the Business Permit approval process is to conduct a heightened level of review for specific business categories that engage in certain interactions with the public. For example, businesses selling used goods undergo additional screening through the Department of Justice (DOJ) to verify that those business operations are free of any criminal activity that could compromise business integrity.

Business Permits require the approval of the City Council. To obtain a Business Permit, affected businesses must submit a written application specifying the proposed business location. Once approved, the permit is valid for the calendar year, or a shorter period of time as may be prescribed by any resolution of the City Council or in the Permit.

For the 2025 calendar year, the Finance Department issued forty-five (45) notifications to businesses within required categories and received a total of nineteen-six (26) Business Permit Renewal applications by the deadline. These applications were reviewed by the Police, Community Development, and Public Works departments to ensure compliance with all applicable regulations, including:

- Zoning and alcohol establishment compliance (Planning Department review);
- Code complaints and outstanding violations (Code Enforcement review); and
- Safety complaints and Department of Justice notifications (Police Department review).

Based on recommendations from the 2022 process, staff revised the application routing form to include the following additional information:

- Business location, type and description;
- Planning review for zoning compliance;
- Code Enforcement review for complaints and violations; and
- Police Department review for complaints and DOJ violations.

Staff recommends City Council approval of nineteen-six (26) applications for 2025 Business Permit (Attachment "A"). These businesses have met all compliance requirements.

Consideration to Approve Calendar Year 2025 Business Permits for Certain Business Activities as Required by the City Code

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For the remaining nineteen (19) applications, staff recommends delaying approval pending finalized applications and code violation resolutions. Staff is requesting City Council authorization for the City Manager to administratively approve these business permits upon fulfillment of the necessary requirements.

The nineteen (19) businesses recommended for administrative approval do not have any serious complaints or code violations, however, staff recommends delaying approval for the following reasons:

1. Unsubmitted Applications:

- Twelve (12) businesses, primarily establishments with onsite alcohol sales, did not submit their applications by the deadline.
- This is the first year that businesses selling alcohol are required to obtain a permit, so staff will conduct additional outreach to ensure compliance. Staff requests administrative approval authority for these permits once applications are received.

2. Code Enforcement Issues:

- Seven (7) businesses were found to have minor code enforcement violations during the review process.
- Staff recommends administrative approval authority once these businesses resolve the noted issues.

Staff requests that the City Council grant the City Manager authority to administratively approve the pending Business Permits upon the completion of all requirements. Businesses failing to complete the permitting process by February 28, 2025, will be subject to code enforcement actions, including potential citations.

By approving Business Permits for the businesses listed in Attachment “A,” the City Council authorizes those businesses to continue their operations for calendar year 2025 at the specified commercial addresses.

BUDGET IMPACT:

The Business Permit fees application includes a fee set by SFCC Article III, Section 22-215. Fees are established at levels to recover costs of providing services, including staff costs, in accordance with Chapter 9 (“User Fees and Service Charges”) of the City Council General Financial Policy.

Consideration to Approve Calendar Year 2025 Business Permits for Certain Business Activities as Required by the City Code

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CONCLUSION:

Staff is recommending approval of nineteen-six (26) applications for a calendar year 2025 Business Permit and the authority to approve the remaining nineteen (19) applications upon completion of planning requirements. By approving Business Permits for the businesses noted in Attachment "A," the City Council authorizes those businesses to continue their operations for calendar year 2025 at the specified commercial addresses.

ATTACHMENTS:

- A. 2025 Business License Permit Renewals – Process Routing Forms
- B. Business Activities Requiring a Business Permit – SFCC Chapter 22

2025 BUSINESS LICENSE PERMIT RENEWALS

Recommended for City Council Approval

#	Business Type	Business Name	Address
1	Second Hand	Addax Tactical	1431 Truman "E"
2	Bingo	American Legion	602 Pico
3	On Site Alcohol Sales	Carrillo's Tortilleria	1242 Pico
4	Second Hand	Cassell's Music	901 N Maclay
5	Dance Academy	Danzone	129 N Maclay
6	On Site Alcohol Sales	El 7 Mares Restaurant	1119 First
7	On Site Alcohol Sales	El Abuelo Restaurant	452 N Maclay
8	On Site Alcohol Sales	El Potro Bar	1113 San Fernando Rd
9	Dance Academy	Fox Studio of Dance	1115 Celis
10	Used Car Dealers	Ganas Auto Sales	603 San Fernando Rd
11	Second Hand	Goodyear Tire	1431 San Fernando Rd
12	On Site Alcohol Sales	Heavenly Pancakes	665 N Maclay
13	On Site Alcohol Sales	Los Camarones Tacos Mariscos	1118 Pico
14	On Site Alcohol Sales	Los Tres Hermanos	1049 San Fernando Rd
15	On Site Alcohol Sales	Magaly's Tamales	134 N Maclay
16	On Site Alcohol Sales	Mariscos Los Toxicos	2055 Glenoaks
17	Mobile Home Operator	Orange Grove Mobile	1600 Celis
18	On Site Alcohol Sales	Pokitomas	1201 Truman E1
19	Used Car Dealers	Rydell Auto Sales	700 San Fernando Rd
20	On Site Alcohol Sales	San Fernando Brewing Co	425 Park
21	Pawn Shop	San Fernando Loan	1131 San Fernando Rd
22	Swap Meet Operator	San Fernando Swap Meet	585 Glenoaks
23	Bingo	St. Ferdinand's Church	1109 Coronel
24	On Site Alcohol Sales	Tacos Way	1245 San Fernando Rd
25	On Site Alcohol Sales	Truman House	911 San Fernando Rd
26	Massage Parlor	Vida Spa	315 N Maclay

Recommended for Administrative Approval*Code Enforcement Issues*

#	Business Type	Business Name	Address
1	On Site Alcohol Sales	Ceviches Restaurant	313 N Maclay
2	On Site Alcohol Sales	El Pescador	1009 Truman
3	Used Car Dealers	Isaac's Auto Sales	726 Celis
4	Massage Parlor	QQ Spa	1701 Truman
5	On Site Alcohol Sales	Restaurant Rocamar	2014 Glenoaks
6	On Site Alcohol Sales	Rosarito Fish Market	1534 San Fernando Rd
7	Private Patrol	Security Specialists	1500 Glenoaks

Unsubmitted Applications

#	Business Type	Business Name	Address
8	On Site Alcohol Sales	Bodevi	909 San Fernando Rd
9	On Site Alcohol Sales	Chipotle Mexican Food	1100 Truman
10	On Site Alcohol Sales	Con Sabor Salvadoreno #2*	1030 1/2 San Fernando Rd
11	On Site Alcohol Sales	Gracianas Restaurant	2004 Glenoaks
12	On Site Alcohol Sales	Hanzo Sushi	137 N Maclay
13	On Site Alcohol Sales	James Restaurant	739 Truman
14	On Site Alcohol Sales	Mariscos El Culichi	1419 San Fernando Rd "A"
15	Massage Parlor	Rainbow Spa*	204 S Brand
16	Refuse Collector	Republic Services	Out of City
17	On Site Alcohol Sales	Tony's Pizza	2030 Glenoaks
18	On Site Alcohol Sales	U Crave Café	110 N Maclay
19	Used Car Dealers	Valley Auto Sales	742 Celis

** Application was submitted past deadline allowing insufficient time for departmental review*

Recommended for City Council Approval

2025 BUSINESS LICENSE PERMIT RENEWAL: Addax Tactical

BUSINESS INFORMATION:**Name of Business:** Addax Tactical**Business Address:** 1431 Truman, Ste E**Business Category:** On Site Alcohol Sales**Items to be Sold (if any):**
Firearms**OCCUPANCY / ZONING / ALCOHOL LICENSE APPROVAL BY COMMUNITY DEVELOPMENT DEPARTMENT****Approved:** ☒ **Denied:** ☐**Comments:**
CBO approved in 2010. Legal nonconforming use.**CODE ENFORCEMENT APPROVAL BY COMMUNITY DEVELOPMENT DEPARTMENT****Approved:** ☒ **Denied:** ☐**Comments:**
Addax Tactical address is 1431 Truman St, Suite E.
No active Code Enforcement cases. No code violations observed.**COMPLIANCE APPROVAL BY POLICE DEPARTMENT****Approved:** ☒ **Denied:** ☐**Comments:**
No known issues related to this business.**AB939 APPROVAL BY PUBLIC WORKS DEPARTMENT (For Refuse Vendors Only)****Approved:** ☐ **Denied:** ☐**Comments:**
N/A**RECOMMENDATION TO CITY COUNCIL:** ☒ Permit Approval ☐ Administrative Permit Approval ☐ Permit Denied

2025 BUSINESS LICENSE PERMIT RENEWAL: American Legion

BUSINESS INFORMATION:
Name of Business: American Legion

Business Address: 602 Pico

Business Category: Bingo

Items to be Sold (if any):
OCCUPANCY / ZONING / ALCOHOL LICENSE APPROVAL BY COMMUNITY DEVELOPMENT DEPARTMENT
Approved: ☒
Denied: ☐
Comments:

A non-profit organization (not a business). CBO not required.

CODE ENFORCEMENT APPROVAL BY COMMUNITY DEVELOPMENT DEPARTMENT
Approved: ☒
Denied: ☐
Comments:

No active Code Enforcement cases. No code violations observed.

COMPLIANCE APPROVAL BY POLICE DEPARTMENT
Approved: ☒
Denied: ☐
Comments:

Parking related calls for service, otherwise, no significant issues.

AB939 APPROVAL BY PUBLIC WORKS DEPARTMENT (For Refuse Vendors Only)
Approved: ☐
Denied: ☐
Comments:
RECOMMENDATION TO CITY COUNCIL: ☒ Permit Approval ☐ Administrative Permit Approval ☐ Permit Denied

2025 BUSINESS LICENSE PERMIT RENEWAL:

Carrillo's Tortilleria

BUSINESS INFORMATION:**Name of Business:** Carrillo's Tortilleria**Business Address:** 1242 Pico**Business Category:** On Site Alcohol Sales**Items to be Sold (if any):** Alcohol Sales**OCCUPANCY / ZONING / ALCOHOL LICENSE APPROVAL BY COMMUNITY DEVELOPMENT DEPARTMENT****Approved:** ☒ **Denied:** ☐

Comments: No CBO on file, as it was not required at time of business origination. The business existed at this location at least since 1971. Alcohol CUP (in 2011 ?) - not found. Type 41.
Additional information for the Business License Permit has not been provided to

CODE ENFORCEMENT APPROVAL BY COMMUNITY DEVELOPMENT DEPARTMENT**Approved:** ☒ **Denied:** ☐

Comments: No active Code Enforcement cases. No code violations observed.

COMPLIANCE APPROVAL BY POLICE DEPARTMENT**Approved:** ☒ **Denied:** ☐

Comments: No known issues at this location.

AB939 APPROVAL BY PUBLIC WORKS DEPARTMENT (For Refuse Vendors Only)**Approved:** ☐ **Denied:** ☐**Comments:**

RECOMMENDATION TO CITY COUNCIL: ☐ Permit Approval ☐ Administrative Permit Approval ☐ Permit Denied

2025 BUSINESS LICENSE PERMIT RENEWAL:

Cassell's Music

BUSINESS INFORMATION:**Name of Business:** Cassell's Music**Business Address:** 901 N Maclay**Business Category:** Second Hand**Items to be Sold (if any):** Musical instruments and related accessories**OCCUPANCY / ZONING / ALCOHOL LICENSE APPROVAL BY COMMUNITY DEVELOPMENT DEPARTMENT****Approved:** ☒ **Denied:** ☐**Comments:** No CBO on file, as not required at time of business origination. The business existed at this location at least since 1984.**CODE ENFORCEMENT APPROVAL BY COMMUNITY DEVELOPMENT DEPARTMENT****Approved:** ☒ **Denied:** ☐**Comments:** No active Code Enforcement cases. No code violations observed.**COMPLIANCE APPROVAL BY POLICE DEPARTMENT****Approved:** ☒ **Denied:** ☐**Comments:** No known issues at this location.**AB939 APPROVAL BY PUBLIC WORKS DEPARTMENT (For Refuse Vendors Only)****Approved:** ☐ **Denied:** ☐**Comments:****RECOMMENDATION TO CITY COUNCIL:** ☒ Permit Approval ☐ Administrative Permit Approval ☐ Permit Denied

2025 BUSINESS LICENSE PERMIT RENEWAL:

Danzone

BUSINESS INFORMATION:

Name of Business: Danzone

Business Address: 129 N Maclay

Business Category: Dance Academy

Items to be Sold (if any):

OCCUPANCY / ZONING / ALCOHOL LICENSE APPROVAL BY COMMUNITY DEVELOPMENT DEPARTMENTApproved: ☒Denied: ☐

Comments:

CBO approved in 2007.

CODE ENFORCEMENT APPROVAL BY COMMUNITY DEVELOPMENT DEPARTMENTApproved: ☒Denied: ☐

Comments:

No active Code Enforcement cases. No code violations observed.

COMPLIANCE APPROVAL BY POLICE DEPARTMENTApproved: ☒Denied: ☐

Comments:

No known issues at this location.

AB939 APPROVAL BY PUBLIC WORKS DEPARTMENT (For Refuse Vendors Only)Approved: ☐Denied: ☐

Comments:

RECOMMENDATION TO CITY COUNCIL:
☒ Permit Approval
 ☐ Administrative Permit Approval
 ☐ Permit Denied

2025 BUSINESS LICENSE PERMIT RENEWAL: El 7 Mares Restaurant

BUSINESS INFORMATION:

Name of Business: El 7 Mares Restaurant

Business Address: 1119 First

Business Category: On Site Alcohol Sales

Items to be Sold (if any): Food/Drinks

OCCUPANCY / ZONING / ALCOHOL LICENSE APPROVAL BY COMMUNITY DEVELOPMENT DEPARTMENT

Approved: ☒ **Denied:** ☐

Comments: CBO approved in 2018. CUP 1987-21, Reso 869 12-30-1987, Type 47.
Additional information for the Business License Permit has not been provided to Planning (floor plan, security cameras, outdoor lighting, and the car sharing program).

CODE ENFORCEMENT APPROVAL BY COMMUNITY DEVELOPMENT DEPARTMENT

Approved: ☒ **Denied:** ☐

Comments: No active Code Enforcement cases. No code violations observed.

COMPLIANCE APPROVAL BY POLICE DEPARTMENT

Approved: ☒ **Denied:** ☐

Comments: No known issues at this location.

AB939 APPROVAL BY PUBLIC WORKS DEPARTMENT (For Refuse Vendors Only)

Approved: ☐ **Denied:** ☐

Comments:

RECOMMENDATION TO CITY COUNCIL: ☒ Permit Approval ☐ Administrative Permit Approval ☐ Permit Denied

2025 BUSINESS LICENSE PERMIT RENEWAL: El Abuelo Restaurant

BUSINESS INFORMATION:

Name of Business: El Abuelo Restaurant

Business Address: 452 N Maclay

Business Category: On Site Alcohol Sales

Items to be Sold (if any): Food & Drinks

OCCUPANCY / ZONING / ALCOHOL LICENSE APPROVAL BY COMMUNITY DEVELOPMENT DEPARTMENT

Approved: ☒ **Denied:** ☐

Comments: CBO approved in 2002, Alcohol CUP in 1976, Reso. 550, 01/21/1976, Type 41. Additional information for the Business License Permit has not been provided to Planning (floor plan, security cameras, outdoor lighting, and the car sharing program).

CODE ENFORCEMENT APPROVAL BY COMMUNITY DEVELOPMENT DEPARTMENT

Approved: ☒ **Denied:** ☐

Comments: No active Code Enforcement cases. No code violations observed.

COMPLIANCE APPROVAL BY POLICE DEPARTMENT

Approved: ☒ **Denied:** ☐

Comments: No known issues at this location.

AB939 APPROVAL BY PUBLIC WORKS DEPARTMENT (For Refuse Vendors Only)

Approved: ☐ **Denied:** ☐

Comments:

RECOMMENDATION TO CITY COUNCIL: ☒ Permit Approval ☐ Administrative Permit Approval ☐ Permit Denied

2025 BUSINESS LICENSE PERMIT RENEWAL: El Potro Bar

BUSINESS INFORMATION:

Name of Business: El Potro Bar

Business Address: 1113 San Fernando Rd

Business Category: Dancing/Pool Tables/Alcohol

Items to be Sold (if any): Pool Tables, Dancing, Beer/Liquor

OCCUPANCY / ZONING / ALCOHOL LICENSE APPROVAL BY COMMUNITY DEVELOPMENT DEPARTMENT

Approved: ☒ **Denied:** ☐

Comments:
No CBO on file, as it was not required at time of business origination. The business existed at this location at least since 1994. Alcohol CUP, Reso 574, 8/1/1977, Type 48.
Additional information for the Business License Permit has not been provided to

CODE ENFORCEMENT APPROVAL BY COMMUNITY DEVELOPMENT DEPARTMENT

Approved: ☒ **Denied:** ☐

Comments:
No active Code Enforcement cases. No code violations observed.

COMPLIANCE APPROVAL BY POLICE DEPARTMENT

Approved: ☒ **Denied:** ☐

Comments:
No recent issues at this location.

AB939 APPROVAL BY PUBLIC WORKS DEPARTMENT (For Refuse Vendors Only)

Approved: ☐ **Denied:** ☐

Comments:

RECOMMENDATION TO CITY COUNCIL: ☒ Permit Approval ☐ Administrative Permit Approval ☐ Permit Denied

2025 BUSINESS LICENSE PERMIT RENEWAL:

Fox Studio of Dance

BUSINESS INFORMATION:

Name of Business: Fox Studio of Dance

Business Address: 1115 Celis

Business Category: Dance Academy

Items to be Sold (if any):

OCCUPANCY / ZONING / ALCOHOL LICENSE APPROVAL BY COMMUNITY DEVELOPMENT DEPARTMENTApproved: ☒Denied: ☐

Comments:

CBO approved in 2022.

CODE ENFORCEMENT APPROVAL BY COMMUNITY DEVELOPMENT DEPARTMENTApproved: ☒Denied: ☐

Comments:

No active Code Enforcement cases. No code violations observed.

COMPLIANCE APPROVAL BY POLICE DEPARTMENTApproved: ☒Denied: ☐

Comments:

No known issues at this location.

AB939 APPROVAL BY PUBLIC WORKS DEPARTMENT (For Refuse Vendors Only)Approved: ☐Denied: ☐

Comments:

RECOMMENDATION TO CITY COUNCIL:
☒ Permit Approval
 ☐ Administrative Permit Approval
 ☐ Permit Denied

2025 BUSINESS LICENSE PERMIT RENEWAL:

Ganas Auto Sales

BUSINESS INFORMATION:**Name of Business:** Ganas Auto Sales**Business Address:** 603 San Fernando Rd**Business Category:** Used Car Dealer**Items to be Sold (if any):** Used Car Sales**OCCUPANCY / ZONING / ALCOHOL LICENSE APPROVAL BY COMMUNITY DEVELOPMENT DEPARTMENT****Approved:** ☒ **Denied:** ☐**Comments:** CBO approved in 2015.**CODE ENFORCEMENT APPROVAL BY COMMUNITY DEVELOPMENT DEPARTMENT****Approved:** ☒ **Denied:** ☐**Comments:** No active Code Enforcement cases. No code violations observed.**COMPLIANCE APPROVAL BY POLICE DEPARTMENT****Approved:** ☒ **Denied:** ☐**Comments:** No known issues at this location.**AB939 APPROVAL BY PUBLIC WORKS DEPARTMENT (For Refuse Vendors Only)****Approved:** ☐ **Denied:** ☐**Comments:**
RECOMMENDATION TO CITY COUNCIL:
☒ Permit Approval
 ☐ Administrative Permit Approval
 ☐ Permit Denied

2025 BUSINESS LICENSE PERMIT RENEWAL:

Goodyear Tire

BUSINESS INFORMATION:

Name of Business: Goodyear Tire

Business Address: 1431 San Fernando Rd

Business Category: Second Hand

Items to be Sold (if any):
New car parts and tires**OCCUPANCY / ZONING / ALCOHOL LICENSE APPROVAL BY COMMUNITY DEVELOPMENT DEPARTMENT**Approved: ☒ Denied: ☐Comments:
No CBO on file, as not required at time of business origination. The business existed at this location at least since 1975.**CODE ENFORCEMENT APPROVAL BY COMMUNITY DEVELOPMENT DEPARTMENT**Approved: ☒ Denied: ☐Comments:
No active Code Enforcement cases. No code violations observed.**COMPLIANCE APPROVAL BY POLICE DEPARTMENT**Approved: ☒ Denied: ☐Comments:
No known issues at this location.**AB939 APPROVAL BY PUBLIC WORKS DEPARTMENT (For Refuse Vendors Only)**Approved: ☐ Denied: ☐

Comments:

RECOMMENDATION TO CITY COUNCIL: ☐ Permit Approval ☐ Administrative Permit Approval ☐ Permit Denied

2025 BUSINESS LICENSE PERMIT RENEWAL:

Heavenly Pancakes

BUSINESS INFORMATION:**Name of Business:** Heavenly Pancakes**Business Address:** 655 N Maclay**Business Category:** On Site Alcohol Sales**Items to be Sold (if any):** Beer & Wine**OCCUPANCY / ZONING / ALCOHOL LICENSE APPROVAL BY COMMUNITY DEVELOPMENT DEPARTMENT****Approved:** ☒ **Denied:** ☐

Comments: CBO approved in 2004. Alcohol CUP not found. Type 41.
 Additional information for the Business License Permit has not been provided to Planning (floor plan, security cameras, outdoor lighting, and the car sharing program).

CODE ENFORCEMENT APPROVAL BY COMMUNITY DEVELOPMENT DEPARTMENT**Approved:** ☒ **Denied:** ☐

Comments: No active Code Enforcement cases. No code violations observed.
 Correct address is 665 N. Maclay Ave.

COMPLIANCE APPROVAL BY POLICE DEPARTMENT**Approved:** ☒ **Denied:** ☐

Comments: No known issues at this location.

AB939 APPROVAL BY PUBLIC WORKS DEPARTMENT (For Refuse Vendors Only)**Approved:** ☐ **Denied:** ☐**Comments:**

RECOMMENDATION TO CITY COUNCIL: ☒ Permit Approval ☐ Administrative Permit Approval ☐ Permit Denied

2025 BUSINESS LICENSE PERMIT RENEWAL:

Los Camarones Tacos Mariscos

BUSINESS INFORMATION:**Name of Business:** Los Camarones Tacos Mariscos**Business Address:** 1118 Pico**Business Category:** On Site Alcohol Sales**Items to be Sold (if any):**
Beer**OCCUPANCY / ZONING / ALCOHOL LICENSE APPROVAL BY COMMUNITY DEVELOPMENT DEPARTMENT****Approved:** ☒ **Denied:** ☐

Comments: CBO approved in 2009. Alcohol CUP issued in 1986, CC Reso 5664, Type 41. Additional information for the Business License Permit has not been provided to Planning (floor plan, security cameras, outdoor lighting, and the car sharing program).

CODE ENFORCEMENT APPROVAL BY COMMUNITY DEVELOPMENT DEPARTMENT**Approved:** ☒ **Denied:** ☐

Comments: No active Code Enforcement cases. No code violations observed.

COMPLIANCE APPROVAL BY POLICE DEPARTMENT**Approved:** ☒ **Denied:** ☐

Comments: No known issues at this location.

AB939 APPROVAL BY PUBLIC WORKS DEPARTMENT (For Refuse Vendors Only)**Approved:** ☐ **Denied:** ☐**Comments:**

RECOMMENDATION TO CITY COUNCIL: ☒ Permit Approval ☐ Administrative Permit Approval ☐ Permit Denied

2025 BUSINESS LICENSE PERMIT RENEWAL: Los Tres Hermanos

BUSINESS INFORMATION:

Name of Business: Los Tres Hermanos

Business Address: 1049 San Fernando Rd

Business Category: On Site Alcohol Sales

Items to be Sold (if any): Food and Beverages

OCCUPANCY / ZONING / ALCOHOL LICENSE APPROVAL BY COMMUNITY DEVELOPMENT DEPARTMENT

Approved: ☒ **Denied:** ☐

Comments: CBO approved in 2006. Alcohol CUP 2010-002, Reso 2010-012, 09-08-2010, Type 47. Additional information for the Business License Permit has not been provided to Planning (floor plan, security cameras, outdoor lighting, and the car sharing program).

CODE ENFORCEMENT APPROVAL BY COMMUNITY DEVELOPMENT DEPARTMENT

Approved: ☒ **Denied:** ☐

Comments: No active Code Enforcement cases. No code violations observed.

COMPLIANCE APPROVAL BY POLICE DEPARTMENT

Approved: ☒ **Denied:** ☐

Comments: No known issues at this location.

AB939 APPROVAL BY PUBLIC WORKS DEPARTMENT (For Refuse Vendors Only)

Approved: ☐ **Denied:** ☐

Comments:

RECOMMENDATION TO CITY COUNCIL: ☒ Permit Approval ☐ Administrative Permit Approval ☐ Permit Denied

2025 BUSINESS LICENSE PERMIT RENEWAL:

Magaly's Tamales

BUSINESS INFORMATION:**Name of Business:** Magaly's Tamales**Business Address:** 134 N Maclay**Business Category:** On Site Alcohol Sales**Items to be Sold (if any):** Food & Alcohol Sales**OCCUPANCY / ZONING / ALCOHOL LICENSE APPROVAL BY COMMUNITY DEVELOPMENT DEPARTMENT****Approved:** ☒ **Denied:** ☐

Comments: CBO approved in 2016, change of ownership in 2023, Alcohol CUP 2015-04, Reso 2016-002, 02/02/2016, Type 41.
Additional information for the Business License Permit has not been provided to Planning (floor plan, security cameras, outdoor lighting, and the car sharing

CODE ENFORCEMENT APPROVAL BY COMMUNITY DEVELOPMENT DEPARTMENT**Approved:** ☒ **Denied:** ☐

Comments: No active Code Enforcement cases. No code violations observed.

COMPLIANCE APPROVAL BY POLICE DEPARTMENT**Approved:** ☒ **Denied:** ☐

Comments: No known issues at this location.

AB939 APPROVAL BY PUBLIC WORKS DEPARTMENT (For Refuse Vendors Only)**Approved:** ☐ **Denied:** ☐**Comments:****RECOMMENDATION TO CITY COUNCIL:** ☒ Permit Approval ☐ Administrative Permit Approval ☐ Permit Denied

2025 BUSINESS LICENSE PERMIT RENEWAL: Mariscos Los Toxicos

BUSINESS INFORMATION:

Name of Business: Mariscos Los Toxicos

Business Address: 2055 Glenoaks

Business Category: On Site Alcohol Sales

Items to be Sold (if any): Food/Beverage

OCCUPANCY / ZONING / ALCOHOL LICENSE APPROVAL BY COMMUNITY DEVELOPMENT DEPARTMENT

Approved: ☒ **Denied:** ☐

Comments: CBO approved in 2019, Alcohol CUP 2014-006, Reso 2015-003, 03/04/2015, Type 41. Additional information for the Business License Permit has not been provided to Planning (floor plan, security cameras, outdoor lighting, and the car sharing program).

CODE ENFORCEMENT APPROVAL BY COMMUNITY DEVELOPMENT DEPARTMENT

Approved: ☒ **Denied:** ☐

Comments: No active Code Enforcement cases. No code violations observed.

COMPLIANCE APPROVAL BY POLICE DEPARTMENT

Approved: ☒ **Denied:** ☐

Comments: No known issues at this location.

AB939 APPROVAL BY PUBLIC WORKS DEPARTMENT (For Refuse Vendors Only)

Approved: ☐ **Denied:** ☐

Comments:

RECOMMENDATION TO CITY COUNCIL: ☒ Permit Approval ☐ Administrative Permit Approval ☐ Permit Denied

2025 BUSINESS LICENSE PERMIT RENEWAL:

Orange Grove Mobile

BUSINESS INFORMATION:

Name of Business: Orange Grove Mobile

Business Address: 1600 Celis

Business Category: Mobile Home Operator

Items to be Sold (if any):

OCCUPANCY / ZONING / ALCOHOL LICENSE APPROVAL BY COMMUNITY DEVELOPMENT DEPARTMENTApproved: ☒Denied: ☐

Comments:

CBO approved in 1991.

CODE ENFORCEMENT APPROVAL BY COMMUNITY DEVELOPMENT DEPARTMENTApproved: ☒Denied: ☐

Comments:

No active Code Enforcement cases. No code violations observed.

COMPLIANCE APPROVAL BY POLICE DEPARTMENTApproved: ☒Denied: ☐

Comments:

No known issues at this location.

AB939 APPROVAL BY PUBLIC WORKS DEPARTMENT (For Refuse Vendors Only)Approved: ☐Denied: ☐

Comments:

RECOMMENDATION TO CITY COUNCIL: ☒ Permit Approval ☐ Administrative Permit Approval ☐ Permit Denied

2025 BUSINESS LICENSE PERMIT RENEWAL: Pokitomas

BUSINESS INFORMATION:

Name of Business: Pokitomas

Business Address: 1201 Truman E1

Business Category: On Site Alcohol Sales

Items to be Sold (if any): Beer and Wine

OCCUPANCY / ZONING / ALCOHOL LICENSE APPROVAL BY COMMUNITY DEVELOPMENT DEPARTMENT

Approved: ☒ **Denied:** ☐

Comments: CBO approved in 2019, CUP not required (SP-5). Type 41.
Additional information for the Business License Permit has not been provided to Planning (floor plan, security cameras, outdoor lighting, and the car sharing program).

CODE ENFORCEMENT APPROVAL BY COMMUNITY DEVELOPMENT DEPARTMENT

Approved: ☒ **Denied:** ☐

Comments: No active Code Enforcement cases. No code violations observed.

COMPLIANCE APPROVAL BY POLICE DEPARTMENT

Approved: ☒ **Denied:** ☐

Comments: No known issues at this location.

AB939 APPROVAL BY PUBLIC WORKS DEPARTMENT (For Refuse Vendors Only)

Approved: ☐ **Denied:** ☐

Comments:

RECOMMENDATION TO CITY COUNCIL: ☒ Permit Approval ☐ Administrative Permit Approval ☐ Permit Denied

2025 BUSINESS LICENSE PERMIT RENEWAL:

Rydell Auto Sales

BUSINESS INFORMATION:**Name of Business:** Rydell Auto Sales**Business Address:** 700 San Fernando Rd**Business Category:** Used Car Dealer**Items to be Sold (if any):** Used Car Sales**OCCUPANCY / ZONING / ALCOHOL LICENSE APPROVAL BY COMMUNITY DEVELOPMENT DEPARTMENT****Approved:** ☒ **Denied:** ☐**Comments:** CBO approved in 2018.**CODE ENFORCEMENT APPROVAL BY COMMUNITY DEVELOPMENT DEPARTMENT****Approved:** ☒ **Denied:** ☐**Comments:** No active Code Enforcement cases. No code violations observed.**COMPLIANCE APPROVAL BY POLICE DEPARTMENT****Approved:** ☒ **Denied:** ☐**Comments:** No known issues at this location.**AB939 APPROVAL BY PUBLIC WORKS DEPARTMENT (For Refuse Vendors Only)****Approved:** ☐ **Denied:** ☐**Comments:**
RECOMMENDATION TO CITY COUNCIL:
☒ Permit Approval
 ☐ Administrative Permit Approval
 ☐ Permit Denied

2025 BUSINESS LICENSE PERMIT RENEWAL:

San Fernando Brewing Co

BUSINESS INFORMATION:**Name of Business:** San Fernando Brewing Co**Business Address:** 425 Park**Business Category:** On Site Alcohol Sales**Items to be Sold (if any):** Beer, Branded Merchandise, Prepackaged Snacks**OCCUPANCY / ZONING / ALCOHOL LICENSE APPROVAL BY COMMUNITY DEVELOPMENT DEPARTMENT****Approved:** ☒ **Denied:** ☐

Comments: CBO approved in 2014, Alcohol CUP 2013-11, Reso 2014-03, 2/4/2014, and CUP 2016-004, Reso 2016-10, 10/04/2016, Type 23.
Additional information for the Business License Permit has not been provided to Planning (floor plan, security cameras, outdoor lighting, and the car sharing

CODE ENFORCEMENT APPROVAL BY COMMUNITY DEVELOPMENT DEPARTMENT**Approved:** ☒ **Denied:** ☐

Comments: No active Code Enforcement cases. No code violations observed.

COMPLIANCE APPROVAL BY POLICE DEPARTMENT**Approved:** ☒ **Denied:** ☐

Comments: No known issues at this location.

AB939 APPROVAL BY PUBLIC WORKS DEPARTMENT (For Refuse Vendors Only)**Approved:** ☐ **Denied:** ☐**Comments:**

RECOMMENDATION TO CITY COUNCIL: ☒ Permit Approval ☐ Administrative Permit Approval ☐ Permit Denied

2025 BUSINESS LICENSE PERMIT RENEWAL: San Fernando Loan

BUSINESS INFORMATION:**Name of Business:** San Fernando Loan**Business Address:** 1131 San Fernando Rd**Business Category:** Pawn Shop**Items to be Sold (if any):** Jewelry, electronics, music instruments and firearms**OCCUPANCY / ZONING / ALCOHOL LICENSE APPROVAL BY COMMUNITY DEVELOPMENT DEPARTMENT****Approved:** ☒ **Denied:** ☐**Comments:** No CBO on file, as not required at time of business origination. Business existed at this location at least since 1981.**CODE ENFORCEMENT APPROVAL BY COMMUNITY DEVELOPMENT DEPARTMENT****Approved:** ☒ **Denied:** ☐**Comments:** No active Code Enforcement cases. No code violations observed.**COMPLIANCE APPROVAL BY POLICE DEPARTMENT****Approved:** ☒ **Denied:** ☐**Comments:** No known issues at this location.**AB939 APPROVAL BY PUBLIC WORKS DEPARTMENT (For Refuse Vendors Only)****Approved:** ☐ **Denied:** ☐**Comments:****RECOMMENDATION TO CITY COUNCIL:** ☒ Permit Approval ☐ Administrative Permit Approval ☐ Permit Denied

2025 BUSINESS LICENSE PERMIT RENEWAL:

San Fernando Swap Meet

BUSINESS INFORMATION:

Name of Business: San Fernando Swap Meet

Business Address: 585 Glenoaks

Business Category: Swap Meet Operator

Items to be Sold (if any):

OCCUPANCY / ZONING / ALCOHOL LICENSE APPROVAL BY COMMUNITY DEVELOPMENT DEPARTMENTApproved: ☒Denied: ☐Comments:
CBO not required.**CODE ENFORCEMENT APPROVAL BY COMMUNITY DEVELOPMENT DEPARTMENT**Approved: ☒Denied: ☐Comments:
No active Code Enforcement cases. No code violations observed.**COMPLIANCE APPROVAL BY POLICE DEPARTMENT**Approved: ☒Denied: ☐Comments:
No known issues at this location.**AB939 APPROVAL BY PUBLIC WORKS DEPARTMENT (For Refuse Vendors Only)**Approved: ☐Denied: ☐Comments:
N/A**RECOMMENDATION TO CITY COUNCIL:** ☒ Permit Approval ☐ Administrative Permit Approval ☐ Permit Denied

2025 BUSINESS LICENSE PERMIT RENEWAL: St. Ferdinand's Church

BUSINESS INFORMATION:

Name of Business: St. Ferdinand's Church

Business Address: 1109 Coronel

Business Category: Bingo

Items to be Sold (if any):

OCCUPANCY / ZONING / ALCOHOL LICENSE APPROVAL BY COMMUNITY DEVELOPMENT DEPARTMENTApproved: ☒Denied: ☐

Comments:

This is not a business. CBO is not required.

CODE ENFORCEMENT APPROVAL BY COMMUNITY DEVELOPMENT DEPARTMENTApproved: ☒Denied: ☐

Comments:

No active Code Enforcement cases. No code violations observed.
1109 Coronel St is address for Rectory. Hall used for bingo is at 1040 Coronel St.

COMPLIANCE APPROVAL BY POLICE DEPARTMENTApproved: ☒Denied: ☐

Comments:

No known issues at this location.

AB939 APPROVAL BY PUBLIC WORKS DEPARTMENT (For Refuse Vendors Only)Approved: ☐Denied: ☐

Comments:

RECOMMENDATION TO CITY COUNCIL: ☒ Permit Approval ☐ Administrative Permit Approval ☐ Permit Denied

2025 BUSINESS LICENSE PERMIT RENEWAL: Tacos Way

BUSINESS INFORMATION:**Name of Business:** Tacos Way**Business Address:** 1245 San Fernando Rd**Business Category:** On Site Alcohol Sales**Items to be Sold (if any):** Food & Alcohol**OCCUPANCY / ZONING / ALCOHOL LICENSE APPROVAL BY COMMUNITY DEVELOPMENT DEPARTMENT****Approved:** ☒ **Denied:** ☐

Comments: CBO approved in 2016, Alcohol CUP 2014-004, Reso 2015-004, 05/05/2015, Type 41. Additional information for the Business License Permit has not been provided to Planning (floor plan, security cameras, outdoor lighting, and the car sharing program).

CODE ENFORCEMENT APPROVAL BY COMMUNITY DEVELOPMENT DEPARTMENT**Approved:** ☒ **Denied:** ☐

Comments: No active Code Enforcement cases. No code violations observed.

COMPLIANCE APPROVAL BY POLICE DEPARTMENT**Approved:** ☒ **Denied:** ☐

Comments: No known issues at this location.

AB939 APPROVAL BY PUBLIC WORKS DEPARTMENT (For Refuse Vendors Only)**Approved:** ☐ **Denied:** ☐**Comments:**

RECOMMENDATION TO CITY COUNCIL: ☒ Permit Approval ☐ Administrative Permit Approval ☐ Permit Denied

2025 BUSINESS LICENSE PERMIT RENEWAL:

Truman House

BUSINESS INFORMATION:

Name of Business: Truman House

Business Address: 911 San Fernando Rd

Business Category: On Site Alcohol Sales

Items to be Sold (if any): Food & Alcohol Sales

OCCUPANCY / ZONING / ALCOHOL LICENSE APPROVAL BY COMMUNITY DEVELOPMENT DEPARTMENTApproved: ☒ Denied: ☐

Comments: CBO approved in 2017. Alcohol CUP 1990-07, Res. 574, 8/1/1977, Type 48. Additional information for the Business License Permit has not been provided to Planning (floor plan, security cameras, outdoor lighting, and the car sharing program).

CODE ENFORCEMENT APPROVAL BY COMMUNITY DEVELOPMENT DEPARTMENTApproved: ☒ Denied: ☐

Comments: No active Code Enforcement cases. No code violations observed.

COMPLIANCE APPROVAL BY POLICE DEPARTMENTApproved: ☒ Denied: ☐

Comments: No known issues at this location.

AB939 APPROVAL BY PUBLIC WORKS DEPARTMENT (For Refuse Vendors Only)Approved: ☐ Denied: ☐

Comments:

RECOMMENDATION TO CITY COUNCIL: ☒ Permit Approval ☐ Administrative Permit Approval ☐ Permit Denied

2025 BUSINESS LICENSE PERMIT RENEWAL:

Vida Spa

BUSINESS INFORMATION:

Name of Business: Vida Spa

Business Address: 315 N Maclay

Business Category: Massage Parlor

Items to be Sold (if any):

OCCUPANCY / ZONING / ALCOHOL LICENSE APPROVAL BY COMMUNITY DEVELOPMENT DEPARTMENTApproved: ☒Denied: ☐

Comments:

CBO approved in 2022.

CODE ENFORCEMENT APPROVAL BY COMMUNITY DEVELOPMENT DEPARTMENTApproved: ☒Denied: ☐

Comments:

No active Code Enforcement cases. No code violations observed.

COMPLIANCE APPROVAL BY POLICE DEPARTMENTApproved: ☒Denied: ☐

Comments:

No known issues at this location.

AB939 APPROVAL BY PUBLIC WORKS DEPARTMENT (For Refuse Vendors Only)Approved: ☐Denied: ☐

Comments:

RECOMMENDATION TO CITY COUNCIL: ☒ Permit Approval ☐ Administrative Permit Approval ☐ Permit Denied

Recommended for Administrative Approval

2025 BUSINESS LICENSE PERMIT RENEWAL: Ceviches Restaurant

BUSINESS INFORMATION:

Name of Business: Ceviches Restaurant

Business Address: 313 N Maclay

Business Category: On Site Alcohol Sales

Items to be Sold (if any): Seafood, Beer and Liquor

OCCUPANCY / ZONING / ALCOHOL LICENSE APPROVAL BY COMMUNITY DEVELOPMENT DEPARTMENT

Approved: ☒ **Denied:** ☐

Comments: CBO approved in 2017, CUP not required (SP-5). Type 41.
Additional information for the Business License Permit has not been provided to Planning (floor plan, security cameras, outdoor lighting, and the car sharing program).

CODE ENFORCEMENT APPROVAL BY COMMUNITY DEVELOPMENT DEPARTMENT

Approved: ☐ **Denied:** ☒

Comments: No active Code Enforcement cases. Code violations observed.

COMPLIANCE APPROVAL BY POLICE DEPARTMENT

Approved: ☒ **Denied:** ☐

Comments: No known issues at this location.

AB939 APPROVAL BY PUBLIC WORKS DEPARTMENT (For Refuse Vendors Only)

Approved: ☐ **Denied:** ☐

Comments:

RECOMMENDATION TO CITY COUNCIL: ☐ Permit Approval ☒ Administrative Permit Approval ☐ Permit Denied

2025 BUSINESS LICENSE PERMIT RENEWAL: El Pescador

BUSINESS INFORMATION:

Name of Business: El Pescador

Business Address: 1009 Truman

Business Category: On Site Alcohol Sales

Items to be Sold (if any): Food & Alcohol Sales

OCCUPANCY / ZONING / ALCOHOL LICENSE APPROVAL BY COMMUNITY DEVELOPMENT DEPARTMENT

Approved: ☒ **Denied:** ☐

Comments: CBO approved in 2010, Alcohol CUP 2014-002, Reso 2015-002, 02/03/2015, Type 47. Additional information for the Business License Permit has not been provided to Planning (floor plan, security cameras, outdoor lighting, and the car sharing program).

CODE ENFORCEMENT APPROVAL BY COMMUNITY DEVELOPMENT DEPARTMENT

Approved: ☐ **Denied:** ☒

Comments: No active Code Enforcement cases. Code violations observed.

COMPLIANCE APPROVAL BY POLICE DEPARTMENT

Approved: ☒ **Denied:** ☐

Comments: No known issues at this location.

AB939 APPROVAL BY PUBLIC WORKS DEPARTMENT (For Refuse Vendors Only)

Approved: ☐ **Denied:** ☐

Comments:

RECOMMENDATION TO CITY COUNCIL: ☐ Permit Approval ☒ Administrative Permit Approval ☐ Permit Denied

2025 BUSINESS LICENSE PERMIT RENEWAL:

Isaac's Auto Sales

BUSINESS INFORMATION:

Name of Business: Isaac's Auto Sales

Business Address: 740 Celis

Business Category: Used Car Dealer

Items to be Sold (if any):
Used Cars**OCCUPANCY / ZONING / ALCOHOL LICENSE APPROVAL BY COMMUNITY DEVELOPMENT DEPARTMENT**Approved: ☒ Denied: ☐Comments:
CBO approved in 2011 for 726 Celis St. (the address is 726-740 Celis St.)**CODE ENFORCEMENT APPROVAL BY COMMUNITY DEVELOPMENT DEPARTMENT**Approved: ☐ Denied: ☒Comments:
Unable to locate business. Google searched phone number and is disconnected.**COMPLIANCE APPROVAL BY POLICE DEPARTMENT**Approved: ☒ Denied: ☐Comments:
No known issues at this location.**AB939 APPROVAL BY PUBLIC WORKS DEPARTMENT (For Refuse Vendors Only)**Approved: ☐ Denied: ☐

Comments:

RECOMMENDATION TO CITY COUNCIL: ☐ Permit Approval ☒ Administrative Permit Approval ☐ Permit Denied

2025 BUSINESS LICENSE PERMIT RENEWAL:

QQ Spa

BUSINESS INFORMATION:

Name of Business: QQ Spa

Business Address: 1701 Truman

Business Category: Massage Parlor

Items to be Sold (if any):

OCCUPANCY / ZONING / ALCOHOL LICENSE APPROVAL BY COMMUNITY DEVELOPMENT DEPARTMENTApproved: ☒Denied: ☐

Comments:

CBO approved in 2018.

CODE ENFORCEMENT APPROVAL BY COMMUNITY DEVELOPMENT DEPARTMENTApproved: ☐Denied: ☒

Comments:

No active Code Enforcement cases. Code violations observed.

COMPLIANCE APPROVAL BY POLICE DEPARTMENTApproved: ☒Denied: ☐

Comments:

No known issues at this location.

AB939 APPROVAL BY PUBLIC WORKS DEPARTMENT (For Refuse Vendors Only)Approved: ☐Denied: ☐

Comments:

RECOMMENDATION TO CITY COUNCIL: ☐ Permit Approval ☒ Administrative Permit Approval ☐ Permit Denied

2025 BUSINESS LICENSE PERMIT RENEWAL:

Restaurant Rocamar

BUSINESS INFORMATION:**Name of Business:** Restaurant Rocamar**Business Address:** 2014 Glenoaks**Business Category:** On Site Alcohol Sales**Items to be Sold (if any):** Seafood, Liquor and Beer**OCCUPANCY / ZONING / ALCOHOL LICENSE APPROVAL BY COMMUNITY DEVELOPMENT DEPARTMENT****Approved:** ☒ **Denied:** ☐**Comments:** CBO approved in 2022. Alcohol CUP 1989-02, RESO 945, 8/24/1989, Type 41. Additional information for the Business License Permit has not been provided to Planning (floor plan, security cameras, outdoor lighting, and the car sharing program).**CODE ENFORCEMENT APPROVAL BY COMMUNITY DEVELOPMENT DEPARTMENT****Approved:** ☐ **Denied:** ☒**Comments:** No active Code Enforcement cases. Code violations observed.**COMPLIANCE APPROVAL BY POLICE DEPARTMENT****Approved:** ☒ **Denied:** ☐**Comments:** No known issues at this location.**AB939 APPROVAL BY PUBLIC WORKS DEPARTMENT (For Refuse Vendors Only)****Approved:** ☐ **Denied:** ☐**Comments:** N/A**RECOMMENDATION TO CITY COUNCIL:** ☐ Permit Approval ☒ Administrative Permit Approval ☐ Permit Denied

2025 BUSINESS LICENSE PERMIT RENEWAL:

Rosarito Fish Market

BUSINESS INFORMATION:**Name of Business:** Rosarito Fish Market**Business Address:** 1534 San Fernando Rd**Business Category:** On Site Alcohol Sales**Items to be Sold (if any):** Mexican Seafood (Alcohol Beverages Sold: Beer)**OCCUPANCY / ZONING / ALCOHOL LICENSE APPROVAL BY COMMUNITY DEVELOPMENT DEPARTMENT****Approved:** ☒ **Denied:** ☐**Comments:** CBO approved in 2004. Alcohol CUP not found. Type 41.**CODE ENFORCEMENT APPROVAL BY COMMUNITY DEVELOPMENT DEPARTMENT****Approved:** ☐ **Denied:** ☒**Comments:** No active Code Enforcement cases. Code violations observed.**COMPLIANCE APPROVAL BY POLICE DEPARTMENT****Approved:** ☒ **Denied:** ☐**Comments:** No known issues at this location.**AB939 APPROVAL BY PUBLIC WORKS DEPARTMENT (For Refuse Vendors Only)****Approved:** ☐ **Denied:** ☐**Comments:****RECOMMENDATION TO CITY COUNCIL:** ☐ Permit Approval ☒ Administrative Permit Approval ☐ Permit Denied

2025 BUSINESS LICENSE PERMIT RENEWAL: Security Specialists

BUSINESS INFORMATION:

Name of Business: Security Specialists

Business Address: 1500 Glenoaks

Business Category: Private Patrol

Items to be Sold (if any):

OCCUPANCY / ZONING / ALCOHOL LICENSE APPROVAL BY COMMUNITY DEVELOPMENT DEPARTMENT

Approved: ☒

Denied: ☐

Comments:

CBO approved in 2012.

CODE ENFORCEMENT APPROVAL BY COMMUNITY DEVELOPMENT DEPARTMENT

Approved: ☐

Denied: ☒

Comments:

No active Code Enforcement cases. Code violations observed.

COMPLIANCE APPROVAL BY POLICE DEPARTMENT

Approved: ☒

Denied: ☐

Comments:

No known issues at this location.

AB939 APPROVAL BY PUBLIC WORKS DEPARTMENT *(For Refuse Vendors Only)*

Approved: ☐

Denied: ☐

Comments:

RECOMMENDATION TO CITY COUNCIL: ☐ Permit Approval ☒ Administrative Permit Approval ☐ Permit Denied

ATTACHMENT "B"**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
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

Business or Activity for Which Permit is Required		Original Fee	Renewal Fee
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	

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Julio Salcedo, Director of Recreation and Community Services
Maria Calleros, Executive Assistant

Date: December 2, 2024

Subject: Consideration to Accept the National Endowment for the Arts and the California Arts Council Grant Funds for the Mariachi Master Apprentice Program and Adopt a Resolution Appropriating the Funds

RECOMMENDATION:

It is recommended that the City Council:

- a. Accept the National Endowment for the Arts and the California Arts Council Grant Funds in the amount of \$66,203 for the Mariachi Master Apprentice Program (MMAAP) (Attachments "A" and "B", respectively);
- b. Adopt Resolution No. 8346 (Attachment "C") amending the budget for Fiscal Year (FY) 2024-2025 to appropriate the grant revenues and expenses; and
- c. Authorize the City Manager, or designee, to execute all grant-related documents required for receiving such grant funds pursuant to the terms and conditions of the grants.

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 of San Fernando Mariachi Master Apprentice Program (MMAAP).
2. On February 6, 2023, the City Council authorized staff to apply for the NEA Grants for Arts Project under the Folk & Traditional Arts discipline to support the Mariachi Master Apprentice Program.
3. On June 3, 2024, the City Council authorized staff to apply for the CAC Impact Project Grant to support the Mariachi Master Apprentice Program.

Consideration to Accept the National Endowment for the Arts and the California Arts Council Grant Funds for the Mariachi Master Apprentice Program and Adopt a Resolution Appropriating the Funds

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4. On April 1, 2024, the NEA awarded the City a Grants for Arts Project in the amount of \$50,000 for Fiscal Year (FY) 2024-2025. The grant will run through September 30, 2025.
5. On October 11, 2024, the CAC awarded the City a Creative Youth Development Grant in the amount of \$16,203 for FY 2024-2025. The grant will run through September 30, 2025.

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 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. As a recipient of several awards at both the state and national level, MMAP continues to reflect a positive image for the City.

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. The “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.

Consideration to Accept the National Endowment for the Arts and the California Arts Council Grant Funds for the Mariachi Master Apprenticeship Program and Adopt a Resolution Appropriating the Funds

Page 3 of 5

The City was awarded a Grants for Arts Projects in the amount of \$50,000 for FY 2024-2025 that will run through September 30, 2025. This grant generally ranges from \$10,000 to \$100,000 and supports 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.

California Arts Council (CAC) Creative Youth Development Grant.

The CAC "Creative Youth Development Grant" is rooted in the CAC's belief that arts learning is an essential tool for healthy human development and that it should be available to all young people throughout California. The CAC envisions that all of California's young people are provided with meaningful, culturally responsive arts-learning experiences so that they can reach their full potential. All projects may occur during or outside of traditional school hours.

The Creative Youth Development Grant is committed to supporting young people's stories, ideas, and dreams through creative expression and honoring their lived experience.

The City was awarded a Creative Youth Development Grant in the amount of \$16,203 for FY 2024-2025 that will run through September 30, 2025. Usually, the CAC grant program requires a dollar-for-dollar match with non-state funds. Historically, the City has matched the CAC awards with General Funds and Federal NEA funds. Although the Creative Youth Development Grant does not have a match requirement, staff recommends that the City continue supporting the MMAP with the annual allocation to the program through the Budget process.

BUDGET IMPACT:

Sources of MMAP Funding.

The proposed Budget for MMAP in FY 2024-2025 is approximately \$140,000. The NEA grant provides funding to support 36% of all program costs, while the CAC grant supports 12% of the cost. The Source of MMAP funding table lists all funding sources for the program.

Source of MMAP Funding		
NEA Grant	\$50,000	36%
CAC- State	\$16,203	12%
Donations/Honorariums	\$23,797	17%
City of San Fernando	\$12,000	8%
In Kind	\$38,000	27%
Total Project Budget	\$140,000	100%

Consideration to Accept the National Endowment for the Arts and the California Arts Council Grant Funds for the Mariachi Master Apprentice Program and Adopt a Resolution Appropriating the Funds

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Consideration to Accept the National Endowment for the Arts and the California Arts Council Grant Funds for the Mariachi Master Apprentice Program and Adopt a Resolution Appropriating the Funds

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CONCLUSION:

It is recommended that the City Council accept the grant funds, adopt a resolution appropriating the funds, and authorize the City Manager, or designee, to execute all related grant documents.

ATTACHMENTS:

- A. National Endowment for the Arts Official Notice of Action
- B. Contract No. 2321 - California Arts Council Grant Standard Agreement
- C. Resolution No. 8346

OFFICIAL NOTICE OF ACTION

National Endowment for the Arts

Action Taken: Award**Date of Action:** 4/1/2024**Award Date:** 4/1/2024**FEDERAL AWARD INFORMATION**

Federal Award ID Number (FAIN)	1921002-55-24
Award Recipient	City of San Fernando, California
Award Recipient Unique Entity Identifier	RGEUDLBZH2K7
Period of Performance	10/1/2024 - 9/30/2025
Budget Period	10/1/2024 - 9/30/2025
Assistance Listing Number/Title	45.024 Promotion of the Arts_Grants to Organizations and Individuals
Does the award support Research & Development?	No
Award Description	Purpose: To support the Mariachi Master Apprentice Program.
Grant Program and Office	Grants for Arts Projects, Folk & Traditional Arts

AWARD AMOUNTS

Amount of Federal Funds Obligated by this Action	\$50,000.00
Total Amount of Federal Funds Obligated	\$50,000.00
Total Amount of the Federal Award	\$50,000.00

RECIPIENT CONTACTS

Role	Name
Authorizing Official	Mr. Nick Kimball nkimball@sfcity.org
Grant Administrator	Ms. Maria Calleros mcalleros@sfcity.org
Project Director	Mr. Julian Venegas jvenegas@sfcity.org

REMARKS

1. COST SHARE: A non-federal cost share of 100% (1:1 match) is required unless otherwise indicated in the *Terms and Conditions/Important Information* document (20 USC § 954(e)).

2. The National Endowment for the Arts provides this award support pursuant to 20 USC §954-955.

3. ACCEPTANCE OF AWARD: Submission of a *Payment Request* constitutes your agreement to comply with all the terms and conditions of the award and indicates your acceptance of this award.

4. GENERAL TERMS AND CONDITIONS: This award is subject to the *General Terms and Conditions for Grants and Cooperative Agreements to Organizations* (GTCs), which outline the administrative requirements that apply to your award and your obligations as a recipient. **You are responsible for reviewing these GTCs; failure to comply may result in the disallowance of project expenditures and/or the reduction or withdrawal of National Endowment for the Arts support for your project.**

The administration of this award and the expenditure of award funds are subject to any specific terms and conditions of this award, which may be attached as additional pages of the award notification, the *Terms and Conditions/Important Information*, and the GTCs (as noted above).

The GTCs implements *Title 2 of the Code of Federal Regulations* (2 CFR) including *Subtitle A-Office of Management and Budget Guidance for Grants and Agreements* and *Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance, or Part 200), as revised August 13, 2020.

5. HOW TO MANAGE YOUR AWARD AND eGMS REACH HANDBOOK: The *How to Manage Your National Endowment for the Arts Award and eGMS REACH Handbook* is a companion piece to the GTCs. It includes information about reporting requirements, requesting payment, changes to your project, and other important information.

6. All material can be found on our website at <https://www.arts.gov/grants/manage-your-award/awards-after-oct1-2017>.

7. CONTACT INFORMATION: Email: grants@arts.gov | Phone (202) 682-5403.

OFFICIAL NOTICE OF ACTION

National Endowment for the Arts

AWARDING OFFICIAL



Meg Kowalik
Lead Grants Management Specialist

SCO ID: 8260-CYD-24-22891

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
CYD-24-22891	

1. This Agreement is entered into between the State Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Arts Council

CONTRACTOR NAME

City of San Fernando

2. The term of this Agreement is:

START DATE

01-01-2025

THROUGH END DATE

09-30-2025

3. The maximum amount of this Agreement is:

\$16,203.00

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	
Exhibit B	Budget Detail and Payment Provisions	
Exhibit C*	General Terms and Conditions	
Exhibit D	Special Terms and Conditions	

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of San Fernando

CONTRACTOR BUSINESS ADDRESS

117 Macneil Street

PRINTED NAME OF PERSON SIGNING

Nick Kimball

CONTRACTOR AUTHORIZED SIGNATURE

CITY

San Fernando

STATE

CA

ZIP

91340

TITLE

City Manager

DATE SIGNED

11-04-2024

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Arts Council

CONTRACTING AGENCY ADDRESS

2750 Gateway Oaks Dr., Suite 300

PRINTED NAME OF PERSON SIGNING

Danielle Brazell

CONTRACTING AGENCY AUTHORIZED SIGNATURE

CITY

Sacramento

STATE

CA

ZIP

95833

TITLE

Executive Director

DATE SIGNED

11-04-2024

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION, IF APPLICABLE

RESOLUTION NO. 8346**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING THE BUDGET FOR FISCAL YEAR 2024-2025 ADOPTED ON JULY 1, 2024, REGARDING ALLOCATION OF FUNDS FOR THE NATIONAL ENDOWMENT FOR THE ARTS AND THE CALIFORNIA ARTS COUNCIL GRANTS FOR THE MARIACHI MASTER APPRENTICE PROGRAM**

WHEREAS, the City Council has received and considered the proposed adjustment to the budget for Fiscal Year 2024-2025, commencing July 1, 2024, and ending June 30, 2025; and

WHEREAS, the City Council has determined that it is necessary to amend the revenues and expenditures of the current City budget to appropriate grant funds from National Endowmen for the Arts and the California Arts Council to support the Mariachi Master Apprentice Program; and

WHEREAS, an annual budget for the City of San Fernando for Fiscal Year beginning July 1, 2024 and ending June 30, 2025, a copy of which is on file in the City Clerk's Office, was adopted on July 1, 2024.

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:

MARIACHI MASTER APPRENTICE PROGRAM (MMAP)

Increase in Revenues	<u>\$66,203</u>
Account No. 109-3697-3618	\$50,000
Account No. 108-3697-3659	\$16,203

Increase in Expenditures	<u>\$66,203</u>
Account No. 109-424-3618-4260	\$50,000
Account No. 108-424-3659-4260	\$16,203

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 2nd day of December, 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. 8346 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 2nd day of December, 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 December, 2024.

Julia Fritz, City Clerk

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Julia Fritz, City Clerk
By: Crystal Solis, Deputy City Clerk/Management Analyst

Date: December 2, 2024

Subject: Consideration to Award a Contract with The Language Pros for Language Translation Services

RECOMMENDATION:

It is recommended that the City Council:

- a. Award a Professional Services Agreement with The Language Pros ("TLP") (Attachment "A" - Contract No. 2328) for Language Services, in an amount not-to-exceed \$25,000 annually for one (1) year with an option to extend for four (4) one-year terms; and
- b. Authorize the City Manager, or designee, to make non-substantive changes and execute all related documents.

BACKGROUND:

1. On May 15, 2023, the City Council adopted the Community Engagement Framework (Resolution No. 8230), which included a section on Language Access, as well as pricing for such services. The City Council amended the framework to ensure that projects that require direct engagement with the public must include a plan for public engagement in the scope of work, including Spanish interpretation and translation.
2. On June 20, 2023, the City Council adopted the Fiscal Year (FY) 2023-2024 City Budget including a one-time enhancement request for Language Services in the amount of \$64,000; with the goal of piloting Spanish language interpretation and translation of agendas at City Council and City Commission meetings for up to six months, concluding with an evaluation of the effectiveness of such services.
3. On July 17, 2023, the City entered into a six (6) month contract with the Language Pros for Language Translation Services (Contract No. 2187) in the amount not-to-exceed \$24,000; to implement the six-month pilot program for Spanish language interpretation and translation services.

Consideration to Award a Contract with The Language Pros for Language Translation Services

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4. On January 17, 2024, the City entered into a contract amendment with The Language Pros to extend the term of the contract (Contract No. 2187(a)) for six months, expiring on July 17, 2024 and to increase the total amount of the contract not-to-exceed \$37,000; aimed at maintaining language translation services while adjusting the approach to provide in-person translation at City Commission meetings on an as-needed basis only, rather than automatically at every Commission meeting.
5. On July 1, 2024, the City Council approved the FY 2024-2025 Budget, which included \$35,000 for continued language services.
6. On July 18, 2024, the City entered into a six (6) month contract with The Language Pros for Language Translation Services (Contract No. 2272) in the amount not-to-exceed \$15,000; with the goal of continuing language translation services and to allow staff with adequate time to prepare and release a Request for Proposals for Language Services.
7. On October 28, 2024, the City released a Request for Proposals (RFP) for Language Services (Exhibit "A" to Attachment "A"). Twelve (12) firms submitted proposals by the due date of November 19, 2024.

ANALYSIS:

As cities grow increasingly diverse, language barriers can pose significant challenges to effective communication and access to services. Interpretation and translation services play a vital role in ensuring that all residents, regardless of their linguistic background, can fully engage with city programs, services, and decision-making processes. These services not only enhance accessibility and inclusivity but also support public safety, foster economic growth, and build trust within the community. By addressing language needs, cities can create an environment where every resident feels valued and empowered to participate in civic life.

The City incorporates community engagement into all major projects, policies, and programs to ensure that the community's input plays an important role in making local government both effective, inclusive, and responsive. In April 2023, the City Council adopted the Strategic Goals for FY 2022-2026. The first strategic goal, "Focus on Community First," emphasizes how vital community engagement is to the prosperity of San Fernando. Resident input on major City decisions supports the City Council and staff in ensuring that community needs are prioritized in both the creation and implementation of its projects, policies, and programs.

Based on the 2020 United States Census Bureau data¹ for the City of San Fernando, approximately 73.9% of residents speak a language other than English at home, 71.2% of those residents are Spanish speakers, and 28.1% of all San Fernando residents have limited English-speaking abilities. Considering San Fernando's large Spanish speaking population, Language Services targets this segment of the community to be more actively involved and informed about City governance.

¹ US Census Data 2020 - <https://www.census.gov/quickfacts/sanfernandocitycalifornia>

Consideration to Award a Contract with The Language Pros for Language Translation Services

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The City provides a range of interpretation and translation services to ensure accessibility for all community members. These services include:

- **Translated agendas** for all City Council and Commission meetings.
- **In-person interpretation services** for all City Council meetings.
- **On-request in-person interpretation services** for Commission meetings.
- **In-person interpretation services** for special community meetings, such as Transaction Tax Town Halls, Neighborhood Watch meetings on Housing & Zoning, and Residential Parking Community meetings.

Usage statistics for these services are as follows:

- **City Council Meetings:** Approximately 5 to 10 community members utilize interpretation services per meeting.
- **Special Community Meetings:** Interpretation services are used by 1 to 3 community members per meeting.
- **Commission Meetings:** During FY 2024-2025, there has been one request for interpretation services.

Staff continues to promote language services on all City platforms including: Social media, City website, City Manager's Monthly Report, e-mail distribution lists, and on City Council and City Commission meeting agendas. During the City Council meetings, professional interpreters are available to provide Spanish interpretation services to ensure accessibility and inclusivity for Spanish-speaking community members. These interpreters facilitate real-time interpretation of discussions, deliberations, and public comments, enabling participants who speak Spanish to fully engage in the process.

The City's current Language Services contract with The Language Pros ("TLC") is set to expire on December 31, 2024. To ensure continuity of services, the City issued a Request for Proposals (RFP) for Language Services in October 2024.

By the submission deadline on November 19, 2024, the City received a total of 12 proposals from the following firms:

- | | |
|---|--------------------------------|
| • L.A. Translation Services | • Focus Interpreting |
| • EPIC Translations LLC | • Continental Interpreting |
| • Data Gain Services | • CIT |
| • AML – Global American Language Services | • Complete Contract Consulting |
| • Language Network | • The Language Pros |
| • Lazar Translating & Interpreting | • Interpreters Unlimited |

Proposals were reviewed by an Evaluation Panel ("Panel") consisting of the City Clerk and Deputy City Clerk/Management Analyst and a scoring system was used to evaluate proposals against the defined criteria outlined in the RFP. The evaluation consisted of assessing qualifications and

Consideration to Award a Contract with The Language Pros for Language Translation Services

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experience, including expertise in understanding the community and cultural knowledge, timelines to ensure alignment with goals, accessibility and responsiveness and compared cost estimates for reasonableness, competitiveness, and budget compliance.

TLP, based in Los Angeles, serves diverse clients in the private and public sectors, tailoring services to each client's unique language needs. Known for efficiency, accuracy, and client satisfaction, TLP's expert team applies meticulous care to every project. Their experience working with similar municipalities sets them apart, and their strong relationships with top interpreters and translators reflect their commitment to excellence and ethical standards. TLP strives to create remarkable client experience reflected in their quality of work, professionalism, and reliability and responsiveness.

Based on the Panel's evaluation, the Panel is recommending that the City Council approve a Professional Services Agreement with The Language Pros for a one (1) year contract with an option to extend for four (4) one-year terms for the following services: in-person interpretation at all City Council meetings, a 48-hour on-call option to request interpretation services for Commission meetings, translated agendas for all City Council and City Commission meetings, in-person interpretation services at special community meetings throughout the year, and continue interpretation services to inform residents on specific programs or policies.

BUDGET IMPACT:

The FY 2024-2025 Adopted Budget has allocated \$35,000 for language services. The current contract with The Language Pros will have utilized approximately \$15,000 through December 31, 2024. The new contract with The Language Pros will provide services for in-person interpretation for all City Council Meetings, as-needed interpretation at Commission meetings, translations of all City Council and Commission meeting agendas, and up to five (5) special community event meetings in an anticipated annual cost of \$25,000.

CONCLUSION:

It is recommended that the City Council award a Professional Services Agreement with The Language Pros ("TLP") (Attachment "A" - Contract No. 2328) for Language Services, in an amount not-to-exceed \$25,000 annually for one (1) year with an option to extend for four (4) one-year terms; and authorize the City Manager, or designee, to make non-substantive changes and execute all related documents.

ATTACHMENTS:

- A. Contract No. 2328, including:
 - Exhibit "A": City's Request for Proposals ([provided digitally through weblink](#))
 - Exhibit "B": Consultant's Proposal



2024

PROFESSIONAL SERVICES AGREEMENT

(Parties: The Language Pros and City of San Fernando)

(Engagement: Language Services)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this 2nd day of December, 2024 (hereinafter, the "Effective Date") by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and The Language Pros (hereinafter, "CONSULTANT"). For the purposes of this Agreement, CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably, as appropriate.

RECITALS

WHEREAS, CITY requires translation and interpretation services; and

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

WHEREAS, CITY staff requests language services as needed for City Council meetings, Commission meetings, and community events;

WHEREAS, that the execution of this Agreement was approved by the San Fernando City Council at its Regular Meeting of December 2, 2024, under Agenda Item No. 6; and

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

I.

ENGAGEMENT TERMS

- 1.1 TERM: This Agreement shall have a term of one (1) year (hereinafter, the "Term"), commencing from the Effective Date. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as provided under Article V (Termination), below. The Term may be extended for four (4) one-year periods at the option of the CITY, provided that CITY provides CONSULTANT with written notice of CITY's intent to exercise CITY's option to extend the term of the Agreement no less than thirty (30) days prior to the expiration of the Term or any prior extension term. In the event CITY exercises its option to extend this

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Agreement, all terms, conditions, and provisions of this Agreement shall remain in effect and govern the duties, responsibilities, and liabilities of the parties hereto.

1.2 SCOPE OF SERVICES:

- A. Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the services and tasks described in that certain Request for Proposals of CITY entitled "City of San Fernando Request for Proposals for Language Services" dated October 28, 2024 (hereinafter, "CITY RFP") and the written proposal of CONSULTANT entitled "Translation Services" (hereinafter, the "CONSULTANT Proposal"). The CITY RFP and the CONSULTANT Proposal are attached and incorporated hereto as **Exhibit "A"** and **"B"** respectively. The term "Scope of Services" shall be a collective reference to the CITY RFP and the CONSULTANT Proposal. The capitalized term "Services" shall be a collective reference to all the various services and tasks referenced in the Scope of Services. In the event of any conflict or inconsistency between the provisions of the document entitled CITY RFP and the provisions of the document entitled CONSULTANT Proposal, the requirements of the document entitled CITY RFP shall govern and control but only to the extent of the conflict or inconsistency and no further. In the event of any conflict or inconsistency between the provisions of the Scope of Services and the provisions of this Agreement to which the Scope of Services is attached, the provisions of this Agreement shall govern and control.

1.3 PROSECUTION OF SERVICES:

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

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6. The signature of the City Representative, confirming that the services or tasks have been authorized by the City Representative.
- B. CONSULTANT shall not perform any of the Services contemplated under this Agreement without a written Work Order request from the City Representative, containing the information set forth in Section 1.3(A), above;
- C. CONSULTANT shall perform all assigned Services continuously and with due diligence so as to complete all assigned Services by the completion date indicated in each Work Order. CONSULTANT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors, or agents;
- D. CONSULTANT shall not claim or be entitled to receive any compensation or damage because of the failure of CONSULTANT, or its subconsultants, to have related services or tasks completed in a timely manner;
- E. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT's employees; and
- F. CONSULTANT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.
- 1.4 **COMPENSATION:** CONSULTANT shall perform the Services in accordance with the "Proposed Rate Schedule – Interpretation and Translation Services" which is attached and incorporated hereto as **Exhibit "C"** (hereinafter, the "COMPENSATION RATE"). The foregoing notwithstanding, CONSULTANT's total compensation for the performance of all Services contemplated under this Agreement, may not exceed aggregate sum of twenty-five thousand (\$25,000) (hereinafter, the "Not-to-Exceed Sum") during the Term of this Agreement, unless such added expenditure is first approved by the City Council. In the event CONSULTANT's charges are projected to exceed the Aggregate Not-to-Exceed Sum prior to the expiration of this Agreement, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Aggregate Not-to-Exceed Sum or any other CITY approved amendment to the compensation terms of this Agreement.
- 1.5 **PAYMENT OF COMPENSATION:** Following the conclusion of each calendar month, CONSULTANT will submit to CITY an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and any reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice should indicate the number of hours worked in the recently concluded calendar month, the person(s) responsible for performing the Services, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed.

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Within thirty (30) calendar days of receipt of each invoice, CITY will notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY will pay all undisputed amounts included on the invoice. CITY will not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

- 1.6 ACCOUNTING RECORDS: CONSULTANT will maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY will have the right to access and examine such records, without charge, during normal business hours. CITY will further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.7 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Services agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT will deliver to CITY immediately and without delay, all materials, records, and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT will only be compensated for the reasonable value of the Services performed up to the time of cessation or abandonment, less a deduction for any damages, costs, or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II.

PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVE: The CITY hereby designates City Clerk Julia Fritz (hereinafter, the "City Representative") to act as its representative for the performance of this Agreement. The City Representative or the City Representative's designee will act on behalf of the CITY for all purposes under this Agreement. CONSULTANT will not accept directions or orders from any person other than the City Representative or the City Representative's designee.
- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates Mark Huey to act as its representative for the performance of this Agreement (hereinafter, "Consultant Representative"). Consultant Representative will have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. Consultant Representative or the Consultant Representative's designee will supervise and direct the performance of the Services, using his/her best skill and attention, and will be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all Services under this Agreement. Notice to the Consultant Representative will constitute notice to CONSULTANT.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT

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agrees to work closely with CITY staff in the performance of the Services and this Agreement and will be available to CITY staff and the CITY Representative at all reasonable times. All work prepared by CONSULTANT will be subject to inspection and approval by City Representative or his or her designees.

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

- A. CONSULTANT will perform all Services skillfully, consistent with and adhering to its professional standard of care, that is, 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;
- B. CONSULTANT shall at all times employ such force, plant, materials, and tools as will be sufficient in the opinion of the CITY to perform the Services within the time limits established, and as provided herein. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, and material shall be furnished and said Services performed and completed as required by the Agreement, and subject to the approval of the CITY's authorized representative;
- C. CONSULTANT will perform all Services in a manner reasonably satisfactory to the CITY;
- D. CONSULTANT will comply with all applicable federal, state, and local laws and regulations, including the conflict of interest provisions of Government Code §1090 and the Political Reform Act (Government Code §§81000 *et seq.*) CONSULTANT shall be liable for all violations of such laws and regulations in connection with CONSULTANT's performance of the Services. If CONSULTANT performs any work knowing it to be contrary to such laws, rules and regulations, CONSULTANT shall be solely responsible for all costs arising therefrom;
- E. CONSULTANT understands the nature and scope of the Services to be performed under this Agreement as well as any and all schedules of performance;
- F. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training, and experience to perform those services and tasks assigned to them by CONSULTANT; and
- G. All of CONSULTANT's employees and agents (including, but not limited to, subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications, and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications, and approvals will be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

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The Parties acknowledge and agree that CONSULTANT will perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONSULTANT's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONSULTANT to correct any errors or omissions will be commenced immediately upon their discovery by either Party and, notwithstanding Section 5.2(B), will be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the City Representative in writing and in her sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf will not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand, and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge, and experience necessary to perform the Services under the standard of care as articulated under section 2.4(A).

- 2.5 ASSIGNMENT: The skills, training, knowledge, and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it will not assign or transfer, either directly or indirectly or by operation of law, this Agreement, or the performance of any of CONSULTANT's duties or obligations under this Agreement, without the prior written consent of the CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer will be ineffective, null and void and will constitute a material breach of this Agreement.
- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Services will be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods, and details of performing the Services subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Services contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Services under this Agreement on behalf of CONSULTANT are not employees of CITY and will at all times be under CONSULTANT's exclusive direction and control. CONSULTANT will pay all wages, salaries and other amounts due such personnel and will assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT will be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes,

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income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like. Notwithstanding any other CITY, state, or federal policy, rule, regulation, law, or ordinance to the contrary, CONSULTANT and any of its employees, agents, and subcontractors performing the Services 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.

- 2.7 **REMOVAL OF EMPLOYEES OR AGENTS:** If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the City Representative to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Services in a manner acceptable to the CITY, such officer, employee, agent, contractor, subcontractor or subconsultant will be promptly removed by CONSULTANT and will not be reassigned to perform any of the Services.
- 2.8 **COMPLIANCE WITH LAWS:** CONSULTANT will keep itself informed of and in compliance with all applicable federal, state, or local laws to the extent such laws control or otherwise govern the performance of the Services. CONSULTANT's compliance with applicable laws will include, without limitation, compliance with all applicable Cal/OSHA requirements and applicable regulations of the U.S. Department of Housing and Urbanization.
- 2.9 **NON-DISCRIMINATION:** CONSULTANT represents that it is an equal opportunity employer, and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination.
- 2.10 **INDEPENDENT CONTRACTOR STATUS:** The Parties acknowledge, understand, and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and will at all times remain, wholly independent contractors and are not officials, officers, employees, departments, or subdivisions of CITY. CONSULTANT will be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT will have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt, or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

III.

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INSURANCE

- 3.1 **DUTY TO PROCURE AND MAINTAIN INSURANCE:** Before performing any Services contemplated under this Agreement, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT will procure and maintain the following insurance coverage, at its own expense:
- A. **Commercial General Liability Insurance:** CONSULTANT will procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage will have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. **Automobile Liability Insurance:** For any owned, non-owned, or hired vehicles used in connection with the performance of this Agreement, CONSULTANT will procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance will have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per accident for bodily injury and property damage.
 - C. **Workers' Compensation Insurance/ Employer's Liability Insurance:** A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which will indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Services contemplated in this Agreement.
 - D. **Errors & Omissions Insurance:** For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT will procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage will have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per claim.
- 3.2 **ADDITIONAL INSURED REQUIREMENTS:** The CGL Coverage and the Automobile Liability Insurance will contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers as additional insureds.
- 3.3 **REQUIRED CARRIER RATING:** All varieties of insurance required under this Agreement will be procured from insurers admitted in the State of California and authorized to issue

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policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance will be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representative is authorized to authorize lower ratings than those set forth in this Section.

- 3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT will be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents, or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents, or volunteers will be in excess of CONSULTANT's insurance and will not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement will not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY, its officials, officers, employees, agents, and volunteers.
- 3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands, and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is a material consideration of this Agreement. Accordingly, CONSULTANT warrants, represents, and agrees that it will furnish CITY with certificates of insurance and endorsements evidencing the coverage required under this Article on ACORD-25 or forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy will be signed by a person authorized by that insurer to bind coverage on its behalf and will be on forms provided by the CITY if requested.** Before performing any Services, CONSULTANT shall provide CITY with all certificates of insurance and endorsements referenced herein. Upon CITY's written request, CONSULTANT will also provide CITY with copies of all required insurance policies and endorsements.
- 3.7 FAILURE TO MAINTAIN COVERAGE: In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, CITY has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by CITY will be promptly reimbursed by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, CITY may cancel this Agreement effective upon notice.
- 3.8 SPECIAL RISKS OR CIRCUMSTANCES: City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or

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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.

IV.**INDEMNIFICATION**

- 4.1 CITY's elected and appointed officials, officers, employees, agents, and volunteers (hereinafter, the "City Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the City Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein. Notwithstanding the foregoing, to the extent CONSULTANT's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the CITY, its officials, officers, employees, agents, or volunteers.
- 4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs, and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.
- 4.3 CITY shall have the right to offset against the amount of any compensation due to CONSULTANT under this Agreement, any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to either pay CITY promptly for any costs associated with CONSULTANT's obligations to indemnify the CITY Indemnitees under this Article or related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers.

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- 4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth herein this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 4.6 CITY does not and shall not waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend, and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V.**TERMINATION**

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

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- A. In the event either Party fails to perform any duty, obligation, service, or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service, or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") will occur. For all Events of Default, the Party alleging an Event of Default will give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which will specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default will be cured, which will not be less than the applicable cure period set forth under Sections 5.2B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default will constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONSULTANT will cure the following Events of Defaults within the following time periods:
- i. Within ten (10) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation, or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 10-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 10-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.i. that exceeds seven (7) calendar days from the end of the initial 10-day cure period; or
 - ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event

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

- C. CITY will cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.5, above, will be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT will be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY will operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement will constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder will be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute

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discretion, may also pursue any one or more of the following remedies:

- i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;
- ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
- iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
- iv. The CITY may exercise any other available and lawful right or remedy.

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

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

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

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

VI.**MISCELLANEOUS PROVISIONS**

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data will be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, designs, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium

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of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT will require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY will be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.

- 6.2 **CONFIDENTIALITY:** All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and will not be disclosed by CONSULTANT without prior written consent by CITY. CITY will grant such consent of disclosure as legally required. Upon request, all CITY data will be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT will not use CITY's name or insignia, photographs, or any publicity pertaining to the Services in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 **FALSE CLAIMS ACT:** CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., §§3789 *et seq.* and the California False Claims Act, Government Code §§12650 *et seq.*
- 6.4 **NOTICES:** All notices permitted or required under this Agreement will be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

The Language Pros
510 W. 6th Street, Suite 203
Los Angeles, CA 90014
Attn: Mark Huey
Phone: (213) 212-9834

CITY:

City of San Fernando
City Clerk Department
117 Macneil Street
San Fernando, CA 91340
Attn: Julia Fritz, City Clerk
Phone: (818) 898-1204

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

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

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- 6.6 SUBCONTRACTING: CONSULTANT will not subcontract any of the Services contemplated under this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, will contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other independent contractors in connection with the various projects worked upon by CONSULTANT.
- 6.8 CONFLICTS OF INTEREST:
- A. CONSULTANT warrants, represents, and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid, nor has it agreed to pay, any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY will have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of CITY, during the term of his or her service with CITY, will have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
 - B. CONSULTANT may serve other clients, but none whose activities within the corporate limits of CITY or whose business, regardless of location, would place CONSULTANT in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code §81000 *et seq.*
 - C. CONSULTANT 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 §§1090 *et seq.* CONSULTANT warrants and represents that no owner, principal, partner, officer, or employee of CONSULTANT 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 CONSULTANT was an official, officer, employee, agent, or appointee of the CITY within the twelve-month period immediately preceding the Effective Date, CONSULTANT 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 CONSULTANT will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and CONSULTANT

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will be required to reimburse the CITY for any sums paid to CONSULTANT. CONSULTANT understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code §1090.

- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement 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, will be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, will be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, legal, administrative, or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation will be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement will be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD-PARTY BENEFIT: There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement will not be construed in favor of, or against, either Party but will be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions will continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement will be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver will be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

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- 6.18 **INCONSISTENCIES OR CONFLICTS**: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement will control.
- 6.19 **ENTIRE AGREEMENT**: This Agreement, including all attached exhibits, constitutes the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, which may have been entered into between CITY and CONSULTANT prior to the execution of this Agreement. Any statements, representations, or other agreements, whether oral or written, made by either Party that is not embodied herein will not be valid or binding on the Parties. No amendment, modification or supplement to this Agreement will be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.
- 6.20 **FORCE MAJEURE**: The completion deadline for any Services assigned to CONSULTANT may be extended in the event of any delays due to unforeseeable causes beyond the control of CONSULTANT and without the fault or negligence of CONSULTANT, including but not limited to severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the CITY. CONSULTANT shall within three (3) calendar days of the commencement of such delay notify the City Representative in writing of the causes of the delay. The CITY Representative shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the CITY Representative such delay is justified. The City Representative's determination shall be final and conclusive upon the parties to this Agreement. In no event shall CONSULTANT be entitled to recover damages against the CITY for any delay in the performance of this Agreement, however caused, CONSULTANT's sole remedy being extension of the Agreement pursuant to this Section.
- 6.21 **COUNTERPARTS**: This Agreement will be executed in three (3) original counterparts each of which will be of equal force and effect. No handwritten or typewritten amendment, modification, or supplement to any one counterpart will be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart will be delivered to CONSULTANT and the remaining two original counterparts will be retained by CITY.

(SIGNATURES ON NEXT PAGE)

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

CITY OF SAN FERNANDO:

THE LANGUAGE PROS:

By: _____
Nick Kimball, City Manager

By: _____

Name: Mark Huey

Date: _____

Title: Owner

APPROVED AS TO FORM

Date: _____

By: _____
Richard Padilla, City Attorney

Date: _____



AND



2025 Proposal
November 19, 2024



Proposal Summary

Page 1	Proposal Summary
Page 2-3	The Language Pros - Who are We? <ul style="list-style-type: none">- Mission Statement- Our Core Values- The Founders
Page 4-5	Our Qualifications <ul style="list-style-type: none">- Examples of Related Projects
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Page 10	Rate Schedule <ul style="list-style-type: none">- Cancellation Policy



The Language Pros – Who Are We?

Our Mission Statement

To eliminate the linguistic barrier by providing meaningful language services to those that do not speak the same language while enabling them to establish fruitful relations and exchanges in today's culturally diverse market.

Our Core Values

At TLP, we strive to create a remarkable client experience that is reflected in the quality of the work we deliver. We are professional, reliable and responsive, as these are key to growing mutually successful business relationships. We are committed to every project we undertake, whether big or small, to help our clients effectively achieve their language objectives.

The Founders

The Language Pros was created in 2013 by Mark and Carla Huey. The husband-and-wife team, with more than 50 years of combined experience in corporate sales and the legal field, recognized the needs and challenges of companies that work in a competitive multilingual market. And so TLP was born. TLP serves as a bridge of understanding between languages and cultures by providing professional language services at reasonable costs without having to sacrifice quality. The ultimate goal is to deliver outstanding results that exceed our clients' expectations.

Mark is a native Californian with more than 25 years of corporate media sales and management experience stemming from an international business background. He graduated from San Diego State University with a Bachelor of Science in international business, with an emphasis in Latin American studies. Throughout his career, he has shown a passion for providing clients with an elevated level of service and strives to make every interaction a positive one by delivering solutions to any given problem. His experience includes working with well-respected advertising and PR firms for the Los Angeles Hispanic market, and his comfort in different languages and cultures is revealed when working with TLP clients. In addition, his fluency in the Spanish language has become an integral part of everyday life, whether communicating with clients or simply interacting with family and friends.



The Language Pros – Who Are We?

Carla, originally from Lima, Peru, came to the U.S. at age 21 and has lived in California ever since. Her native tongue is Spanish (aka "Castellano"), and she is 100% fluent in reading, writing, and speaking this language. From preschool through high school, Carla received formal bilingual instruction in English and Spanish. In 2007, she attained a Bachelor of Science in family and consumer sciences, with a minor in marketing, from California State University Northridge. In late 2009, she embarked on a one-year certificate program in Court Interpreting and received her California court certification as a Spanish interpreter in early 2011. Carla is personable, dedicated, and zealous at what she does. Her work ethic is second to none, and she is recognized by both clients and peers for being the true professional that she is. She has gained her reputation from the hard work and precision that she applies to every task she performs.

TLP's exceptional management team shares a deep understanding of the language services industry and prides itself on the attention to detail, accuracy, and client satisfaction they provide for every single project. Our clients know that every project we undertake is handled with the utmost care to achieve the best outcome.



Our Qualifications

TLP, based in Los Angeles, caters to local companies, agencies, legal professionals, and individuals in the private and public sectors. We know that no two clients are the same. We work expeditiously and efficiently to keep up with our clients' precise language demands. This results in top-notch services at reasonable prices.

While we are a small business, operated primarily by Mark and Carla Huey, when you work with us it feels like you are working with a much larger company. Our office has been located in the heart of downtown Los Angeles for the better part of a decade. We understand that language services are no longer a luxury but a necessity in this culturally diverse environment; thus, we offer cost-effective language solutions to fit budgetary constraints and fulfill our clients' needs while maintaining a high standard of quality.

Our client base is quite diverse. We provide both certified interpreting and translation services to a variety of businesses including but not limited to:

- Law Firms – Immigration and Civil
- Court Reporting Firms
- Doctors/Hospitals
- Various Cities in Southern California (City of Covina, City of La Cañada Flintridge, City of Fillmore)
- Metro Los Angeles
- Schools
- PR Firms / Creative Agencies

TLP has handled literally thousands of interpreting and translation assignments since our inception. Throughout the years we have established solid relationships with hundreds of the best interpreters/translators in the market and we continue to be their first choice to work with because of our high standard of ethics and attention to detail when it comes to assignments.



Examples of Related Projects

1. *Toole Design* – TLP has provided interpreters and equipment for several community meetings for this client in Santa Monica, Fresno and via Zoom since 2019. We have also provides numerous translations for this client for various city projects to date.
 - a. Both Simultaneous and Consecutive Spanish interpreting was used at the events. Interpreters distributed headsets prior to each event start to individuals who needed the service and retrieved them at the end.
 - b. Contact(s): Kristen Lohse (206) 297-1601 x304
 - i. Malia Schilling – Planner (213) 257-8680 x759
2. *City of Fillmore* – Provided interpreters and equipment for a 3-hour public forum.
 - a. Both Simultaneous and Consecutive Spanish interpreting was used at this forum. Interpreters distributed headsets prior to the event start to individuals who needed the service and retrieved them at the end.
 - b. Contact(s): David Rowlands – City Manager (805) 524-1500
 - i. Julie Latshaw – Administrative Assistant (805) 524-1500, ext. 234
3. *Westbound Communications* – Provided translations for numerous city projects for this client over the course of about 5 years. Cities include Orange, Riverside, San Bernardino and Long Beach.
 - a. Translations included brochures, flyers, special notices, presentations, etc. for projects associated with the following clients: Riverside County Transportation Commission, San Bernardino County Superintendent of Schools, San Bernardino County Transportation Authority, Orange County Transit Authority, Port/City of Long Beach, etc.
 - b. Contact(s): Dannella Pennington – Director (714) 663-8188
 - i. Monica Lagos – Senior Account Executive (909) 384-8188
4. *Metro Los Angeles* – Provided both interpretation and translation services for this client between 2017-2020.
 - a. Mandarin Interpretation at a Metro Public Relations department meeting for 17 government publicity officers. One Mandarin interpreter provided simultaneous interpreting for this 3-hour meeting. Equipment was provided.
 - b. Contact(s): Steven Arellanes – Public Information Officer (323) 563-5138
 - i. Xiomara Solis – Transportation Associate (213) 949-4985

Note: we do not disclose other clients' rates and budgets.



Work Plan

The Language Pros will provide the City of San Fernando with the following Interpreting and Translation services on an as-needed basis. We strive to make the process streamlined with every request.

1. TLP to provide On-Site Simultaneous and/or Consecutive Interpreting at City Council Meetings, Commission Meetings, Town Hall/Community Meetings and potential Zoom meetings.
 - a. City to provide TLP with meeting dates at their earliest convenience so we are able to secure interpreters in a timely manner. While we typically ask for at least one week in advance notice, we are able to handle last minute requests as well.
 - b. Two (2) interpreters will be required at all City Council Meetings, with a 3-hour time minimum for each interpreter. These interpreters are highly experienced working at these types of meetings and similar events, conferences, etc.
 - i. We hand pick interpreters based on each client's needs to ensure the best outcome for each project. These interpreters are typically considered "conference" interpreters but at times we may also provide court and/or medically certified interpreters as they have a high level of experience and work these types of events as well.
 - c. Interpreters will stay as long as needed at these meetings, as we understand they may run very long at times, so the City can release the interpreters at their discretion, based on the needs at each meeting.
 - d. City to provide interpreting equipment for the interpreters to hand out to LEP individuals prior to meeting start to ensure minimal interruption during the meeting. Equipment should be checked by City on a regular basis to ensure it is in good working order with fresh batteries. TLP can always provide additional headsets/receivers in the event they are needed.

Interpreters will typically arrive 10-15 minutes prior to the meeting start time to check and hand out equipment.
 - e. For Commission Meetings lasting up to two (2) hours in length, one (1) interpreter can handle these meetings. If the City anticipates any meeting lasting more than two (2) hours in length, then an additional interpreter will be required.
 - f. All City requests should be sent via email to ensure needs have been documented.



2. TLP to provide Certified Translations of agendas for City Council and Commission Meetings, as well as any other requested materials such as letters, memos, reports, and other related content.
 - a. Translations will be completed by individuals certified in the language requested. We understand Spanish is the primary language that will be used however we do provide Certified translations in over 100 languages, so we are able to service requests for all other languages as well.
 - b. Proofreading and editing is provided for every translation to ensure the highest level of accuracy.
 - c. For turnaround times, we typically ask for three (3) day to complete most translations however it is usually based on the word count and subject matter. For the translation work we have been doing for the City meeting agendas, I believe the 2-3 day turnaround has been working well for both parties.
 - d. All City requests should be sent via email to ensure needs have been documented.



Project Staffing

City's first Point of Contact when making any request:

Mark Huey (213) 212-9834

Email: mark@thelanguagepros.com

Handles day to day operations with scheduling

If for some reason an email has not been acknowledged within 24 hours, a follow-up phone call should be made with a Cc email to reception@thelanguagepros.com.

Secondary Point of Contact:

Carla Huey (213) 212-9835

Email: carla@thelinguista.com

Handles day to day operations with scheduling and invoicing

- Your above Points of Contact will ensure all requests are handled in a timely manner. Most all service requests will receive a same-day confirmation.
- All interpreting and translation requests from the City will be filled by the above Points of Contact and confirmed via email within 24 hours.
- Invoices are typically sent within 48 hours of completion for any given service.
 - TLP asks for a 30-day net payment on all invoices.



Company Contact Information

Company Address:

510 W. 6th Street, Suite 203

Los Angeles, CA 90014

Main Contact: Mark Huey

Email: mark@thelanguagepros.com

Phone number: (213) 212-9834

Secondary Contact: Carla Huey

Email: carla@thelinguista.com

Phone number: (213) 212-9835

Fax number: (213) 355-6644

Billing inquiries: billing@thelanguagepros.com

EIN#: 46-2646007

Alternate Contact email: reception@thelanguagepros.com



November 25, 2024

Proposed Rate Schedule **Interpreting & Translation Services**

<u>Type of Service</u>	<u>Rates</u>
<u>On-site Interpreting (City Council Meetings)</u> English<>Spanish	\$300 per interpreter (up to 2 hours) ¹ Overtime ³
<u>On-site Interpreting (Commission Meetings)</u> English<>Spanish	\$300 per interpreter (up to 2 hours) ² Overtime ³
<u>Certified Translations</u> English>Spanish	\$0.21 per word ⁴

¹ All City Council Meetings will require two (2) interpreters and are billed at a 2-hour minimum.

² For Commission Meetings, a single interpreter may be used as long as the meeting does not last for more than 2 hours. If you anticipate any of these meetings lasting longer than two (2) hours, please let us know and we will reserve two (2) interpreters.

³ After the 2-hour minimum has been reached, each interpreter will be billed at a rate of \$150 per hour thereafter (billed in hourly increments). It is mandatory that two (2) interpreters are contracted for all City Council Meetings. The client reserves the right to release the interpreters at their discretion at any time during the meeting.

⁴ A minimum fee of \$85 will apply to all translation jobs.

Interpreting equipment available upon request. Quote to be sent separately based on client needs.

Cancelation Policy

A 24-hour cancellation policy applies (business days only) to all interpreting assignments. 100% of contracted fees will be applied if any interpreting assignment is cancelled in less than 24-hours of contracted job start day/time.

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

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

Date: December 2, 2024

Subject: Consideration to Approve a First Amendment to Franchise Agreement No. 1937 with Black & White Garage, Inc., dba Black & White Towing, Inc. to Extend the Agreement for a Period Not-to-Exceed Six Months

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a First Amendment to the Franchise Agreement with Black & White Garage, Inc., dba Black & White Towing, Inc. (Attachment "A" – Contract No. 1937(a)) to extend the agreement for a period not to exceed six months, from December 12, 2024 to June 12, 2024; and
- b. Approve the release and circulation of a Request for Qualifications (RFQ) soliciting proposals for a non-exclusive franchise vehicle towing and vehicle storage services.

BACKGROUND:

1. On January 23, 2014, the Police Department issued a Request for Proposals (RFP) for a franchise agreement for City Vehicle towing and Storage Services. The City Clerk received four (4) proposals in response to the RFP.
2. On March 24, 2014, the City Council awarded Black & White Towing, Inc. (B&W Tow) a Franchise Agreement (Contract No. 1740) for exclusive Vehicle Towing and Storage Services for the City (Attachment "B"). The initial term of the contract was five years, expiring on March 29, 2019, with an option for a five-year extension.
3. On November 13, 2018, the City received an extension request from B&W Tow requesting an additional five-year term pursuant to Section 2.5.2. of Contract No. 1740.

Consideration to Approve a First Amendment to the Franchise Agreement with Black & White Garage, Inc., dba Black & White Towing, Inc. to Extend the Agreement for a Period Not-to-Exceed Six Months

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4. On February 18, 2019, the City Council approved an extension of the contract with B&W Tow through December 31, 2019, to provide time for staff to issue a Request for Qualifications (RFQ) for Vehicle Towing and Storage Services.
5. On September 26, 2019, the City released an RFQ for vehicle towing and storage service, advertised it in the local newspaper, and posted it on the City's website. Three proposals were received.
6. On December 12, 2019, following a review of all three proposals, the City Council approved a five-year contract with B&W Tow for vehicle towing and storage services (Contract No. 1937). This contract is set to expire on December 12, 2024.

ANALYSIS:

Towing and storage services are essential for maintaining public safety, managing traffic flow, and supporting law enforcement activities within the City. These services are used by the Police Department to remove vehicles involved in accidents, impounds, and enforcement actions. In addition, vehicles that are part of ongoing investigations may be stored as evidence, ensuring they remain secure until the investigation or legal proceedings are complete.

Since 2014, Black & White Towing, Inc. (B&W Towing) has been providing these essential services to the City. During the 2019 proposal review, B&W Towing demonstrated the highest level of compliance with the City's required specifications. Furthermore, B&W Towing is certified as an Official Police Garage (OPG), a designation that requires rigorous background checks through the California Department of Justice. The company also maintains vehicle towing contracts with the Los Angeles Police Department, further underscoring its qualifications.

On December 12, 2019, the City Council approved a five-year agreement with B&W Towing and directed staff to implement the following actions:

- Issue a new RFP/RFQ in four years.
- Form an Ad Hoc Committee to guide the development and review of the RFP/RFQ.
- Expand the radius for location and service area of providers from five to ten miles in the new RFQ/RFP.
- Inform the City Council of any proposed fee increases.

The current contract is set to expire on December 12, 2024. However, due to staff oversight, the RFQ was not completed at an earlier date. To ensure uninterrupted towing and storage services, staff is requesting a six-month extension to the existing contract. This extension will allow staff to finalize and release an RFQ, evaluate potential service providers, and secure a new agreement.

Consideration to Approve a First Amendment to the Franchise Agreement with Black & White Garage, Inc., dba Black & White Towing, Inc. to Extend the Agreement for a Period Not-to-Exceed Six Months
Page 3 of 4

A draft RFQ is provided as Attachment “C,” and it incorporates City Council’s 2019 directive to expand the radius from five to ten miles and emphasizes prioritizing service quality and cost-effectiveness. All proposals received will be evaluated based on the following criteria:

- **Service Levels:** Towing response times and operational hours must ensure availability and efficiency in vehicle impounds and recovery.
- **Storage Capacity:** Respondents to the RFQ must demonstrate that they have adequate vehicle storage space, including provisions for vehicles held for investigative purposes, vehicle storage security, and access for City inspections.
- **Cost Structure:** Proposals will be evaluated on competitive pricing for services, including standard towing rates, storage fees, and administrative charges.
- **Customer Service:** Proposals must include detailed plans for handling customer inquiries, complaints, and vehicle release processes.
- **Compliance with Regulations:** Towing service providers will be required to meet the City’s regulatory standards, including licensing, insurance and facility requirements.

In 2019, the Council directed the formation of an Ad Hoc Committee to work with staff on preparing the RFQ. While the committee was not formed, a draft RFQ—updated to reflect Council’s previous direction—is now provided for Council review and consideration.

BUDGET IMPACT:

There is no additional funding impact associated with a six-month extension of the B&W Tow Franchise Agreement. The vehicle towing and storage services contract is funded through fees paid directly by individuals or entities whose vehicles are towed or impounded. These fees cover the cost of towing, storage, and any administrative charges associated with vehicle impoundments. The City does not use general fund resources to finance the towing contract; instead, the service provider recovers costs through the collection of these fees. Revenues generated from Franchise Fees, Release Fees and Administrative Fees will continue through the duration of the extension period.

CONCLUSION:

Staff recommends that the City Council approve a first amendment to extend Franchise Agreement No. 1937 with Black & White Garage, Inc., dba Black & White Towing, Inc., for a period not to exceed six months, from December 12, 2024 to June 12, 2024; and approve the release and circulation of an RFQ soliciting proposals for vehicle towing and storage services.

Consideration to Approve a First Amendment to the Franchise Agreement with Black & White Garage, Inc., dba Black & White Towing, Inc. to Extend the Agreement for a Period Not-to-Exceed Six Months
Page 4 of 4

ATTACHMENTS:

- A. Contract No. 1937(a), including:
Exhibit "A": Contract No. 1937 [\(provided digitally through weblink\)](#)
- B. Draft RFQ

**FIRST AMENDMENT PROFESSIONAL SERVICES AGREEMENT**

(Parties: Black & White Towing, Inc., and City of San Fernando)

(Engagement: Vehicle Towing and Secure Storage Services)

THIS FIRST AMENDMENT (hereinafter, "First Amendment") to that certain agreement entitled "Franchise Agreement – Vehicle Towing and Storage Services" Contract No. 1937 dated December 12, 2019 (hereinafter, "Master Agreement"), is hereby made and entered into this 2nd day of December, 2024 (hereinafter, "Effective Date") by and between CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and BLACK & WHITE TOWING, INC. (hereinafter, "CONSULTANT"). For purposes of this First Amendment, the capitalized term "Parties" shall be a collective reference to both CITY and CONSULTANT. The capitalized term "Party" may refer to either CITY or CONSULTANT, interchangeably.

RECITALS

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

WHEREAS, execution of the Master Agreement was executed by the Parties on December 12, 2019 (A true and correct copy of the Master Agreement is attached and incorporated hereto as **Exhibit "A"**); and

WHEREAS, the term of the Master Agreement expires December 12, 2024; and

WHEREAS, the parties desire to amend the Master Agreement to extend the term of service to June 12, 2024; and

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

WHEREAS, that the execution of this First Amendment was approved by the San Fernando City Council at its Regular Meeting of December 2, 2024, under Agenda Item No. 8.

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

SECTION 1. The term set forth under Section 1.1 of the Master Agreement shall commence on December 12, 2024 through June 12, 2025 unless terminated pursuant to Section 5.

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 1.4 of the

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

CONTRACT NO. 1937(a)

Vehicle Towing and Secure Storage Services

Page 2 of 2

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**BLACK & WHITE TOWING, INC.:**

By: _____
Nick Kimball, City Manager

By: _____

Date: _____

Name: _____

Title: _____

APPROVED AS TO FORM

Date: _____

By: _____
Richard Padilla, City Attorney

Date: _____

NOTICE INVITING BIDS

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

VEHICLE TOWING & SECURE STORAGE SERVICES

in strict accordance with the Specifications on file in the office of the CITY CLERK, 117 Macneil Street, San Fernando, California, 91340. Copies of specifications and proposal documents may be obtained from the City's website at <http://www.ci.san-fernando.ca.us>.

One (1) original, unbound, signed in blue ink; three (3) printed and bound copies; and one (1) electronic copy (PDF) via CD or flash drive of the proposal must be submitted to the CITY CLERK at CITY HALL, 117 Macneil Street, San Fernando, California, 91340, not later than **5:30 p.m. on Monday, *******. Any bidder may withdraw their proposal, without obligation, at any time prior to the scheduled closing time for receipt of proposals. A withdrawal will not be effective unless made personally or by telephonic notification received prior to the closing date. Proposals may later be referred to the City Council for appropriate action. The City reserves the right to reject any or all proposals as the best interests of the City may dictate.

By: Julia Fritz, City Clerk

Published in The San Fernando Sun on *****.



THE CITY OF

SAN FERNANDO

REQUEST FOR QUALIFICATIONS

For

VEHICLE TOWING & SECURE STORAGE SERVICES

***** 2024

City of San Fernando
Police Department
910 FIRST STREET
SAN FERNANDO, CA 91340

All Statement of Qualifications (SOQs) must be submitted in a sealed envelope and received by the City Clerk's Office at San Fernando City Hall on or before Monday, ***** at 5:30 PM with the following notation:

Statement of Qualifications for

Vehicle Towing & Secure

Storage Services

City of San Fernando

**REQUEST FOR QUALIFICATIONS
(RFQ)
For
VEHICLE TOWING & SECURE
STORAGE SERVICES**

Purpose and Request for Qualifications:

The City of San Fernando ("City") is located in the San Fernando Valley region of Los Angeles County and spans 2.4 square miles. The City incorporated on August 31, 1911 and today is home to around 25,000 residents. San Fernando is a general law city operating under the City Manager form of government.

The City invites qualified vendors to submit proposals detailing their professional skills and qualifications in the field of vehicle towing and secure storage services. The selected franchise tow operator (Franchisee) will be responsible for providing immediate response and towing of vehicles when such service is called for by the San Fernando Police Department ("Police Department"). The towing services include, but are not limited to, towing of vehicles involved in accidents or disabled by other causes; removal of vehicles that impede the flow of traffic; impounding of vehicles for evidence; removal and storage of vehicles abandoned in public places or on private property; towing of police department and or other City vehicles from a wide geographical area; and for any other reason within the jurisdiction of the police department. In addition, the storage requirements include storing of vehicles that have been towed in a safe, efficient and protected manner for extended periods of time as required.

The selected Franchisee will enter into a formal operating agreement (the "Franchise") with the City. As part of the RFQ for Vehicle Towing and Secure Storage Services ("the RFQ"), City staff has developed specifications that take in to consideration, amongst other things, community's convenience, the City of San Fernando's needs, the police department's efficiency, and the towing service's responsiveness.

The Franchise awarded to the firm with the selected proposal will be for a five-year term. The agreement shall be for an initial period of five (5) years, with an option to extend (at the City's discretion) for five (5) additional years administratively.

SOQ Submittal Requirements:

This RFQ is intended to assess each Franchisee's general capabilities as they would apply to the City's needs and to evaluate specific responses to the expected scope of work. Each Franchisee

must address each of the following items in their response to this RFQ.

1. State the legal name of your firm, its address and telephone number.
2. Describe your firm's background and experience and the structure of your organization (i.e., individual, partnership, corporation, joint venture, etc.).
3. Describe the proposed General Manager's background and experience (where applicable).
4. Provide general contact information including the name of the proposed General Manager, the office from which he/she will work, address, phone, FAX and e-mail address.
5. Provide a minimum of one and a maximum of five references for similar contracts performed within the past five years paying particular attention to those in San Fernando and its vicinity. Include the address, current phone number, name and title of the person to be contacted.
6. Provide a list of public agencies (including the City of San Fernando) that required your firm to perform similar services during the preceding five years.
7. Describe your firm's approach to the scope of work.
8. Describe your firm's ability to perform the requested services as outlined in Section E of this RFQ.
9. Complete and provide the forms attached to this RFQ as Attachment A (Tow Listing Application), Attachment B (Civil Litigation History/Certification), Attachment C (False Claims Act Certification Form).

Format for Proposal Submittal:

A complete qualifications package submittal shall consist of the following:

- (1) One original, unbound, signed in blue ink;
- (3) Three printed and bound copies;
- (1) One electronic copy (PDF) via CD or flash drive;

Each section should be separated by divider pages that are tabbed, colored or of heavier stock.

ALL sections must have a response in order for the submittal to be deemed valid.

All submittals must be received by the City Clerk's Office on or before ***** at 5:30 PM. Any proposal received after the above due date will not be considered and will not be returned. No faxed submittals will be accepted.

The City does not recognize the US Postal Service, or any other organization, as its agent for purposes of accepting SOQs. All SOQs received after the deadline will be rejected and returned unopened.

No extensions will be granted. All SOQs will become the property of the City of San Fernando and will be made available for public inspection after an award is made or all SOQs are rejected.

Proposals must be prepared simply and economically, providing a straightforward and concise description of methodology and approach to satisfy the requirements of the RFQ. Emphasis should be on completeness and clarity of content with sufficient detail to allow for accurate evaluation and comparative analysis.

The City reserves the right to reduce or revise elements of the scope of work, or to amend or modify the qualifications requirements and to reject any and all qualifications, or to solicit additional qualifications should qualifications be considered by the City to be inadequate or not cost effective relative to the services that are sought. In addition, The City reserves the right to withdraw the RFQ at any time without prior written notice or to extend the due date. No representation is made hereby that any contract will be awarded pursuant to the RFQ or otherwise.

The City shall not be held liable for any expenses that a company incurs in the preparation of the qualifications, nor should such expenses be included in or incorporated into the cost schedule proposed. The City reserves the right to interview any and all potential vendors to verify their knowledge and understanding of the scope of work to be proposed and the technical abilities for performing such an effort. The City reserves the right to conduct an on-site inspection without notice. Inspection team shall be granted access to facility including storage lots, dispatch center, evidence hold area, and other areas pertinent to the efficient operations of the business.

The City reserves the right to reject any and all Qualifications, to waive any informalities in any proposal, and to select the Proposal that best meets the City's needs. Responses must be submitted without conditions.

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

Specifications are provided to identify the service required and to establish an acceptable level of quality. The City will be the sole judge in determining comparable levels of service and quality in all offers.

Franchisee shall furnish all the information required and is expected to examine all specifications, instructions and the terms and conditions prior to submittal of offer.

Franchisee shall furnish the services in strict accordance with the specifications set forth for each item in the RFQ.

Franchisee agrees not to use the names and addresses of City of San Fernando employees for any purpose not directly related to, and necessary for providing tow services for the City.

News releases pertaining to agreements resulting from this RFQ shall not be made without written approval by the City of San Fernando City Manager.

Franchisee must be authorized to do business in California. Franchisee shall provide a copy of current business license issued by the City of San Fernando. All licenses and permits must be kept current.

This Agreement may be amended in writing by either party at any time by mutual consent.

Franchisee agrees to indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and any other person, firms, or corporation furnishing or supplying work services materials or supplies in connection with the performance of services to the City and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged any Vendor in the performance of services to the City.

The City reserves the right to reject any and all Qualifications, to waive any informalities in any proposal, and to select the Proposal that best meets the City's needs. Qualifications will be considered only in their entirety. Late or incomplete Qualifications will not be considered, and the City reserves the right to determine the completeness of all Qualifications. The City's decision shall not be decided on the basis of any single factor listed above but on the basis of the City Council's independent determination as to which proposal provides optimal combination of beneficial factors. The City reserves the right to negotiate the specific requirements and cost using the selected proposal as a basis.

Except as set forth above, responses to inquiries or comments provided by any department, employee, or City office concerning this RFQ shall not be valid, the City shall not be bound by such responses or comments. The selection process includes a review of the required forms and a facility inspection.

Submittal Contents:

A. Cover Letter

A letter of introduction signed by a business /corporate officer authorized to bind the company to all commitments made in the proposal. The letter shall confirm that the company has a full

understanding of the conditions and requirements stated in the RFQ, and that the company will comply with the criteria identified in this RFQ in addition to demonstrating the ability to comply with all of the provisions listed under section E, titled, "Provisions."

B. Qualifications and Experience

1. List the company name and indicate if it is a Corporation, partnership or joint venture; addresses for both corporate and local officers; first and last name of officers or partners and the date the local office opened its doors for business.
2. List all business names under which you operate a towing service in California and how many years that business has operated under that name.
3. List all businesses for which you or your business manager have filed for bankruptcy protection while operating under a towing service contract.
4. Provide a list of current and previous contracts similar to the requirements for the City. Indicate all public agency service and provide a brief description and scope of work, length of time you have been providing services and the name, title and phone number of the person who may be contacted regarding your service record.
5. Submit a description of the tow company including qualifications, experience and abilities that make it fully capable to provide services under this agreement.

C. Method of Approach

1. Describe how the company proposes to meet the requirements of this agreement including response time, business office and storage yard location, 24-hour availability and reporting requirements.
2. List names, titles, responsibilities and telephone numbers of persons to be contacted at any hour in the case of emergency.
3. Describe in detail your policies and procedures for the following:
 - a. Release of vehicles under this agreement.
 - b. Allowing access to vehicles by owners and allowing;
 - * The owner to cover or take other protective measures,
 - * The owner to remove personal effects or other articles from the interior of the vehicle,
 - * An authorized non-owner to photograph or take note of the condition of the vehicle.

c. Determining if the vehicle was damaged or stolen while in Franchisee's custody and making restitution to owner if so determined.

d. Determining whether or not private property was damaged in the course of Franchisee's duties and making restitution to the owner or restoring the property if so determined.

e. Informing a vehicle owner that a vehicle is in Franchisee's possession and the location and condition of the vehicle.

f. Receiving and resolving complaints from the public.

4. State the methods of payment the Franchisee will accept from vehicle owners.

5. Provide a detailed description of record keeping tools and methods.

D. Facilities and Equipment

1. Provide a list and short description of all of the vehicles proposed to be used in the performance of services.

2. Describe the equipment method to be used in the dispatching of tow vehicles.

3. Provide a detailed description of the facilities including storage lots and business offices including location.

4. Provide a detailed description of facility security.

E. Provisions:

General Provisions (Sections A-Z)

A. Services to Be Performed:

The Franchisee shall furnish towing and storage services for vehicles seized, impounded or otherwise caused to be removed from the highways or from public or private property by the San Fernando Police Department (SFPD). Towing services shall include, but not be limited to, removal of wrecked vehicles and debris resulting from accidents, preliminary work necessary to towing, including removal of vehicles from ditches or separation of entangled vehicles, removal of vehicles for criminalistics and/or

evidentiary purposes as directed by SFPD personnel, other impoundment of vehicles as directed by SFPD, and necessary services to heavy duty vehicles on the highways.

B. Conduct:

The Franchisee shall conduct business in an ethical, lawful and orderly manner so as to maintain the confidence of the community. While Franchisee is an independent contractor, each contact it has with the public may reflect upon the City. For that reason, and the inherent potential for conflict in vehicle removal and storage, Franchisee and its employees must maintain a fair, impartial, and reasonable attitude, and perform its duties in a courteous manner. Statements and actions of the Franchisee and its employees must be the result of considered judgment and absent of personal opinion or bias.

The Franchisee, when notified by the Chief of Police or his or her designee of any complaint of discourtesy by the Franchisee's employee(s), shall investigate and respond in writing to the Chief of Police or his or her designee within ten (10) calendar days of receipt of notification of the complaint. Franchisee's response shall include the results of its investigation and, if the complaint is found to be true, what measures the Franchisee took to address said complaint and prevent future complaints on the same issue.

C. Regulation:

The Franchisee shall comply with all applicable, Federal, State and local laws, ordinances, rules and regulations, shall make all reports required by the State of California Vehicle Code, and shall follow all rules or regulations which the Police Department may prescribe governing the conduct of Franchisee's operations under the Franchise Agreement.

D. Cooperation:

Tow unit operators shall abide by the lawful decisions of all peace officers and law enforcement employees of the City of San Fernando and shall cooperate in removing and/or in impounding vehicles.

E. Supervision:

The Franchisee shall comply with all reasonable regulations imposed by the City on the Franchisee's performance pursuant to the Franchise Agreement. The Franchisee shall further make all records, equipment and storage facilities related to Franchisee's performance under the Franchise Agreement available for periodic inspection by the Chief of Police or his or her designee to determine if all are in compliance with the rules and regulations of the City.

F. Priority and Response Time:

The Franchisee shall furnish such services as requested by the Police Department and noted in the Franchise Agreement at any time during the day or night and shall:

1. Give priority to City calls when requested;
2. Maintain sufficient personnel and equipment to provide for a maximum response time of fifteen (15) minutes, except as otherwise provided herein;
3. Notify the Police Department upon receipt of request for tow when a tow unit cannot respond immediately and give an estimated time of arrival;
4. If the Franchisee is unable to respond within the maximum response time and/or there is a potential public safety issue determined by the Police Department at the site of the incident that requires immediate removal and/or relocation of a vehicle(s), then the Franchisee's identified subcontractor will be contacted by the Franchisee to immediately assist the Police Department and ensure the subject vehicle(s) removal and/or relocation; and
5. The Franchisee shall provide immediate response whenever requested to respond to the scene where a child is locked in a car or other emergency of such type.

G. Administration:

The Police Department shall administer the Franchise Agreement on behalf of the City and the Franchisee shall abide by the directions and decisions of Police Department personnel at the scene of a call.

H. Settlement of Disputes:

Should there be any dispute between the Franchisee and owner of the vehicle over charges made for services rendered under the Franchise Agreement, such dispute shall be decided by the Chief of Police or his or her designee and the Franchisee shall make no demands upon the owner of the vehicle for a sum in excess of the amount determined to be reasonable by the Chief of Police or his or her designee. The Chief of Police or his or her designee may hold an administrative hearing if any party to the dispute so requests.

I. City not Liable:

Neither the City nor the Police Department shall be responsible to the Franchisee for payment of towing, removal, or storage charges. The Franchisee shall look to the owner of the vehicle for payment of applicable fees.

J. Reports to be made to the City:

The Franchisee shall provide the Police Department on the fifteenth (15th) day of each month with a written list of all vehicles removed or impounded during the past month pursuant to the Franchise Agreement. This list shall include vehicle owner's name and address (if known), vehicle make, license and motor number, and Police DR Number. The Franchisee shall also provide at the same time, a list of all vehicles currently on the Franchisee's premises that were removed from a traffic accident site handled by the Police Department. This list shall also include vehicle license number, date of storage, reason for storage, and Police DR Number, if applicable. An explanation of each tow requiring an excess of one hour shall be provided. The report shall also contain a list of the tow unit operators that were employed by the Franchisee during any period of that reporting month, the list shall contain the tow unit operator's name, operator's license number, classification, and its expiration date.

Franchisee or his/her designee shall sign the monthly report.

Franchisee shall notify the Chief of Police or his or her designee in writing of any sale or disposal of a formerly stored vehicle or vehicle part to an individual known to the Franchisee designee or his employees as a City employee.

K. Insurance and Indemnity Requirements:

1. Insurance: The Franchisee shall produce and maintain for the duration of the Franchise Agreement the insurance as required in this section. Franchisee shall not commence work under this Agreement until proof of all required insurance has been provided to and accepted by the City. The Franchisee shall file with the Chief of Police a policy or duly authorized certificate of public liability insurance insuring the City of San Fernando, its officers, agents and employees, against liability. Franchisee shall maintain limits no less than:
 - a. Workers' Compensation Insurance: as required by the State of California, and Franchisee's liability insurance, with limits not less than \$1,000,000 each accident. The workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of the City for all work performed by the Franchisee under this Agreement.
 - b. Garage Liability Insurance: at least as broad as Insurance Services Office (ISO) occurrence Form CA 00 05 with Broadened Coverage - Garage Endorsement

(CA 25 14). Such insurance shall include coverage for liability arising out of garage operations with limits not less than \$1,000,000 each accident and \$2,000,000 in aggregate, and automobile liability coverage for owned, hired and non-owned automobiles with limits not less than \$1,000,000 each accident. The insurance shall also include Garagekeepers Liability coverage for each location the Franchisee may utilize to provide service under this contract with limits of not less than \$1,000,000 per location.

- c. As an alternative to the requirements in paragraph b above, Franchisee may provide a combination of Insurance Services Office (ISO) Commercial General Liability coverage (occurrence Form CG 00 01), including coverage for bodily injury, property damage, and personal and advertising injury with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations and contractual liability (including without limitations indemnity obligations under the Contract) with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in aggregate and Insurance Services Office (ISO) Form CA 00 01 covering Automobile Liability, code 1 (any auto, owned, hired and non-owned automobiles or other licensed vehicles) with limits of \$1,000,000 per accident for bodily injury and property damage. The insurance shall also include Garagekeepers Liability coverage for each location the Franchisee may utilize to provide service under this contract with limits of not less than \$1,000,000 per location.
- d. On Hook Physical Damage Liability Insurance with limits not less than \$500,000 per vehicle.
- e. Deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers or (b) the Franchisee shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- f. Other insurance provisions: The policies are to contain, or be endorsed to contain, the following provisions:
 - 1. The Commercial General Liability policy shall be endorsed to provide that the City of San Fernando, its officers, officials, employees, and volunteers are covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Franchisee under the Franchise Agreement. Proof of this coverage must be in the form of an additional insured endorsement to the Franchisee's insurance using ISO CG 20 10 11 85 or its equivalent

language. If coverage is provided in the form of a Garage Liability Policy, such policy shall be endorsed to include equivalent additional insured status to the City of San Fernando, its officers, officials, employees and volunteers.

2. For any claims related to this project, the Franchisee's insurance coverage shall be primary insurance as respects the City of San Fernando, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Franchisee's insurance and shall not contribute with it.
 3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, reduced in coverage or in limits, or cancelled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of San Fernando.
- g. Subcontractors: Franchisee shall include all subcontractors as insured under its policies or require and verify that all subcontractors maintain insurance meeting all the requirements of this RFQ and the Franchise Agreement.
- h. Verification of Coverage
1. Franchisee shall furnish the City with original certificates and endorsements, including amendatory endorsements, effecting coverage required herein. All certificates and endorsements must be received and approved by the City of San Fernando before work commences under the Franchise Agreement. The City reserves the right to require complete, certified copies of all required insurance policies and endorsements required by these specifications at any time during the term of this contract. Neither the failure of the Franchisee to supply required proof of coverage, nor the failure of the City to approve same shall alter or invalidate the provisions of this contract.
 2. The Franchisee shall submit evidence of appropriate replacement or renewal coverage for all required insurance that expires or is cancelled during the term of the Contract. Such evidence shall be provided to the City no later than 15 calendar days prior to the expiration or termination of coverage. If operator fails to maintain the required insurance in full force and effect, all work under this Contract shall be discontinued immediately, and all payments due or that become due to Franchisee shall be withheld until City receives required evidence that coverage has been restored.

- i. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII.
- j. All policies required pursuant to this section shall be submitted to the San Fernando City Attorney for approval as to form.

2. Indemnification:

- a. Franchisee agrees to indemnify, defend and hold harmless the City, its elected officials, officers, agents and employees ("Indemnities"), at Franchisee's sole expense, from and against any and all loss, liability, penalties, forfeitures, claims, actions, suits or other legal proceedings of any kind asserted against the City, its elected officials, officers, agents, and employees arising out of the performance of Franchisee, its employees, representatives, agents, and sub operators under this agreement, excepting only such claims or actions which may arise out of sole or active negligence of the City, its elected officials, officers, agents and employees. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Franchisee, its employees, and/or authorized sub operators, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents, and employees based upon the work performed by the Franchisee, its employees, and/or authorized sub operators are specifically named or otherwise asserted to be liable. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Franchisee's proposal, which shall be of no force and effect.
- b. The Franchisee's obligation to defend, hold harmless, and indemnify shall not be excused because of the Franchisee's inability to evaluate liability or because the Franchisee evaluates liability and determines that the Franchisee is not liable to the claimant. The Franchisee must respond within thirty (30) days to the tender of a claim for defense and indemnity by the City, unless this time has been extended by the City. If the Franchisee fails to accept or reject a tender of defense and indemnity within thirty (30) days, in addition to any other remedy authorized by law, so much of the money due the Franchisee by virtue of the Franchise Agreement as shall reasonably be considered necessary by the City may be retained by the City until final disposition has been made or the claim or suit for damages, or until the Franchisee accepts or rejects the tender of defense, whichever occurs first.
- c. With respect to third party claims against the Franchisee, the Franchisee waives any and all rights of any type to express or implied indemnity against the Indemnities.

- d. **Separate Counsel:** The City may elect to have separate legal counsel from Franchisee at any time at its sole discretion, and in such case Franchisee will pay one-half (1/2) of all fees and costs and charges for such separate legal counsel.
- e. **Subcontractors:** The Franchisee shall require all subcontractors to enter into an Agreement containing the provisions set forth in Section K of this RFQ in which Agreement the subcontractor fully indemnifies the City in accordance with this RFQ and the Franchise Agreement.
- f. **Exception:** Notwithstanding Subsections K(2)(a)-(b) above, Franchisee's obligation to indemnify, hold harmless and defend the City, its officers and employees shall not extend to any loss, liability penalty, claim, damage, action or suit arising or resulting solely from acts or omissions constituting willful misconduct or sole negligence on the part of the City, its officers or employees.
- g. **Damage by Franchisee:** If Franchisee's employees or subcontractors cause any injury, damage or loss to City property, including by not limited to City streets or curbs, Franchisee shall reimburse City for City's cost of repairing such injury, damage or loss. Such reimbursement is not in derogation of any right of the City to be indemnified by Franchisee for any such injury, damage or loss. With the prior written approval of City, Franchisee may repair the damage at Franchisee's sole cost and expense.
- h. **Tort Claims Act:** This RFQ and the Franchise Agreement shall in no way act to abrogate or waive any immunities available to the City under the Tort Claims Act of the State of California.

L. Franchisee's Records, ETC. Open to Inspection:

All records, equipment, and storage facilities shall be open to periodic inspection by the Police Department personnel or its designated representative. Any deficiencies shall be corrected as soon as practicable upon request of the Police Department.

M. Impound Reports:

A Franchisee tow unit operator shall sign and complete the necessary portions of the impounding employee's Impound Report. The impounding employee shall retain the original copy of the Impound Report. Franchisee shall retain a copy of the Impound Report for two years. The garage's copy of the Impound Report shall be used to record the vehicle release information in the appropriate space provided in the Impound Report.

N. Notifications:

The Franchisee's employees while acting within the course of their employment shall cause the appropriate law enforcement agency to be notified without delay whenever they become aware of a possible crime or other activity requiring action by law enforcement personnel. The Franchisee shall notify the Police Department in writing on a weekly basis of the following:

1. All vehicles originally impounded by a public agency but that have remained in storage beyond seven calendar days.
2. All vehicles originally impounded with a criminalistics/evidentiary hold, but that have remained in storage with a hold beyond seven calendar days, Franchisee shall notify SFPD on a weekly basis of all vehicles sold during the preceding week in accordance with statutorily established lien procedures.

O. Storage:

Storage shall commence at the time the vehicle arrives at the Franchisee's storage facility. Charges for vehicle storage shall be based on a daily rate. The daily rate extends from midnight to midnight of the following day.

Exceptions:

1. When a release request is made within the first "hour of storage", the storage fee shall be waived.
2. Per SB 887 (1992, Lockyer), when a release request is made within 24 hours, only one days storage shall be charged regardless of the calendar date.
3. When a release request is made between 7 p.m., and 12 a.m., (midnight), one day's storage fee shall be waived providing such release occurs within the mandatory release hours (7 a.m., to 7 p.m.,) of the following day.

P. Lien on Stored Vehicles:

The Police Department personnel who is requesting the impound shall be responsible for establishing that "probable cause" exists to impound the vehicle in question. When "probable cause" is lost prior to a vehicle being removed to a Franchisee facility, no lien shall be attached and no fee shall be charged for the field release of a vehicle to a properly interested person.

Q. Disputes and Injuries:

The Chief of Police or his or her designee has the authority to settle all disputes arising from actions by the Franchisee. The decision of the Chief of Police or his or her designee shall be binding on all parties involved. Inquiries pertaining to the conduct, practices, and regulation of the Franchisee may be referred to the City of San Fernando Police Department, 910 First Street, San Fernando, California, 91340; (818) 898-1267.

R. City Vehicles:

The Franchisee shall provide, at no cost to the City, routine roadside service including, but not limited to, towing service, to all vehicles owned by the City of San Fernando up to and including one (1) ton rated vehicles at the request of the Chief of Police or his or her designee whenever such vehicles require such service within the City of San Fernando or within ten (10) road miles of the corporate limits of the City.

S. Traffic Accident Scene Cleanup:

At the request of the Police Department, the Franchisee shall dispatch a tow unit to the scene of a traffic accident and shall remove all glass and debris deposited upon the roadway.

T. Fax Machine:

The Franchisee shall maintain a fax machine or similar transmittal device at all times during the term of the Franchise Agreement.

U. Toxic Materials:

City will not knowingly require the Franchisee to pick up, store or dispose of any toxic or hazardous materials, except for those normal fluids associated with motor vehicles.

V. Cost to City:

Unless otherwise provided in the Franchise Agreement, any towing and storage expenses for which the City is financially responsible pursuant to the Franchise Agreement, including towing or storage of city-owned vehicles, shall be billed to the City at no more than 50% of the rate authorized by the Franchise Agreement.

W. Collection of Fees:

The Franchisee shall collect all fees imposed by the City upon vehicles that the City causes to be towed, stored, or impounded. This money shall be paid to the City on a monthly basis.

X. Permits and Certificates:

The Franchisee shall secure and maintain any licenses, permits, or certificates required by Federal, State and local law. The Franchisee shall secure and maintain such City business license as required by San Fernando City Code. In addition, the Franchisee shall keep informed of and comply with the requirements of all Federal, State, county and municipal laws, ordinances, and regulations applicable to the work performed under the Franchise Agreement.

Y. Background Investigation and Fee Required:

Prior to the award of the Franchise Agreement, the Police Department shall conduct or have conducted a background investigation of the business, its principals, and its tow truck drivers. The cost associated with the fingerprinting process of the background investigation is the responsibility of the Franchisee. The Franchisee awarded the Franchise Agreement shall be responsible to notify the Police Department whenever a new driver is assigned to tow requests from the Police Department. All new tow drivers shall be subject to background investigation.

Z. Franchise Fees:

The Franchisee shall pay to the City on a quarterly basis the Franchise Fee authorized by City Council, pursuant to San Fernando City Code Section 90-911 and all resolutions authorized thereby. Pursuant to Resolution No. 7302, adopted by the City Council on March 30, 2009, the Franchise Fee in effect as of the date of this RFQ is \$*** per vehicle towed.

The Franchise Fee payment of \$*** per vehicle towed shall be paid on a quarterly basis and received no later than April 15, July 15, October 15, and January 15 of each year. Failure to make Franchise Fee and business license tax payments may be cause for termination of the Franchise Agreement.

Staffing Provisions (Sections A-D):

A. Sufficient Personnel:

The Franchisee shall have sufficient personnel on duty at all times to:

1. Receive calls from the Police Department communications center;
2. Dispatch tow units;
3. Provide security at all storage sites; and,
4. Provide such services as may be required under the Franchise Agreement

B. Dispatcher:

A dispatcher shall be on duty in the Franchisee's office seven (7) days a week, twenty-four (24) hours a day, every day of the year. A dispatcher shall receive calls from Police Department and its communications center, dispatch tow units, provide security for stored vehicles, and perform such other tow related services as may be required by the Chief of Police or his or her designee. A dispatcher shall be responsible for releasing vehicles between the hours of 7 a.m. and 7 p.m., seven (7) days a week, every day of the year and may, at his or her discretion, release vehicles between the hours of 7 p.m. and 7 a.m. Any vehicle impounded in connection with a special event, as designated by the Chief of Police or his or her designee, shall be available for release for a minimum period of four (4) hours following the conclusion of the special event, regardless of the time of day the special event concludes. A dispatcher and/or other Franchisee employees providing service to the public shall wear a nametag/badge with their name and/or have their first name conspicuously imprinted on their uniform. The Franchisee shall be responsible to provide the nametag. This is required at the time of submittal to this RFQ.

C. Timekeeping and Delays:

The Franchisee shall record the following times pertaining to law enforcement and City agency tow service request by means of a time clock:

1. The time that the request for tow service is received;

2. Time that a tow unit is assigned the call for service and given the location of the requested service;
3. The time that a tow unit arrives at the location of requested service; and,
4. The time that a tow unit returns to Franchisee Facility with the vehicle.

The Franchisee shall ensure that a sufficient number of tow units and tow unit operators are available at all times to meet the needs of all Police Department personnel, other law enforcement agencies, and City departments that rely upon it for tow service. Within ten (10) minutes of the receipt of a request for tow service from the Police Department or its communications center, an available, unassigned tow unit and operator shall be dispatched and shall immediately proceed to the location of the requested service. The Franchisee shall advise the communications center when a tow unit cannot be dispatched within ten (10) minutes and shall give the reason why the tow unit cannot be dispatched and an estimated time of dispatch. Once dispatched, a tow unit operator shall respond to an assigned call by the most direct and expeditious route.

EXCEPTION: Orders to remove abated vehicles or vehicle parts from private property shall be executed by the ordered Franchisee within forty-eight (48) hours of receiving such notification.

D. Operators:

The Franchisee shall employ no person as a tow unit operator until he or she possesses the appropriate class of California driver's license and medical certificate, if required, for the type of tow unit being operated. Tow unit operators shall wear a uniform approved by the Chief of Police or his or her designee whenever they are performing services in response to a call from the City of San Fernando. A nametag/badge identifying the operator by first name shall be worn on the operator's outer most shirt or jacket.

Towing Provisions (Sections A-C):

A. Place to Which Vehicles Shall be Towed:

Any vehicle towed pursuant to the Franchise Agreement shall be taken to such place as the owner or driver of the vehicle directs. When impounded by the Police Department it shall be taken to the storage lot designated by the Police Department. If neither the owner nor the driver nor the Police Department specifies a destination, is unable to do so, or is not at the scene of removal, the Franchisee shall tow the vehicle to Franchisee's Primary Storage Facility. In no case

shall Franchisee use coercion or pressure of any kind upon the owner or driver of a vehicle to have the vehicle towed to Franchisee's own storage yard or garage.

B. Evidence to be Safeguarded:

The Franchisee shall take all reasonable precautions required by the Police Department to avoid damage to any evidence or impounded vehicles such as fingerprints or stains. Vehicles taken into custody that involve such evidence shall be stored in the Investigative Hold Area, as defined hereinafter, and shall be secured from access by unauthorized persons. Vehicles stored for prints shall be protected from dust and dirt or deterioration of evidence by the sun or other elements.

C. Removal Charges:

Vehicles shall be taken to any place the owner or driver of the vehicle directs, within ten road miles of the location of the vehicle, with the fee for such to be established in conjunction with the posted towing rates of the Franchisee. Charges for towing beyond ten miles shall be based on an hourly rate for time actually consumed. Removal charges commence at the time a tow unit actually proceeds to a call for service and terminate at the time the tow unit returns to the Primary Storage Facility. The first hour or fraction thereof shall be at the rate specified by the Chief of Police or his or her designee and at half of that hourly rate for each additional half hour or fraction thereof over the first hour.

Storage Provisions (Sections A-K):

The Franchisee shall provide a total storage capability of not less than 65 vehicles including five (5) vehicles within an enclosed investigative hold area. Based on future needs of the SFPD, the Franchisee shall ensure that they are able to expand total storage capability to 85 vehicles including the five (5) vehicles within an enclosed investigative hold area. The increased vehicle storage capacity can be addressed entirely on a Primary Storage Lot or through the use of Primary Storage Lot and a Secondary Storage Lot. This is required at the time of submittal to this RFQ.

A. Primary Storage Lot:

The Franchisee shall at all times provide and maintain a Primary Storage Facility with a minimum storage capacity of 65 vehicles including an investigative hold area for five (5) vehicles dedicated to the storage of vehicles from the Police Department pursuant to the Franchise Agreement. The Primary Storage Facility shall be no more than ten (10) miles

from the San Fernando Police Department's office building. This required at the time of submittal to this RFQ.

The storage lot, or Primary Storage Facility if more than one such lot is maintained, shall be:

1. Immediately adjacent to or contain office facilities.
2. Adequate in size to accommodate all:
 - a. "Hold" vehicles;
 - b. Late model vehicles;
 - c. Specially equipped vehicles; and
 - d. Vehicles to be released immediately to owners.
3. Entirely surfaced with either concrete or asphalt material.
4. Free of holes or areas that are decomposed or broken.
5. Clean and free of litter, debris, or weeds.
6. Include on-site lighting that provides easy visibility to all areas of the lot while eliminating spill over onto neighboring properties.
7. Sized and dimensioned to afford safe access to all vehicles.

B. Investigative Hold Area and Vehicles:

The Franchisee shall maintain an area at its Primary Storage Facility for vehicles held for criminalistics and/or evidentiary examinations, which has a minimum vehicle storage capacity of five (5) vehicles. This is required at the time of submittal of this RFQ. This Investigation Hold Area shall:

1. Have a fully enclosed structure and be capable of providing protection from the natural elements.
2. Be fenced and gated (so as to prohibit entry by unauthorized persons as prescribed by the Chief of Police or his or her designee) with remote access controlled by the Franchisee dispatcher.

3. All entries shall be documented to identify the vehicle seen, the person entering, and the date and time the person entered the Investigative Hold Area.
4. The Investigative Hold Area's storage capacity shall be capable of holding ten (10) vehicles at any one time.
5. The only persons authorized to enter an Investigative Hold Area are the Franchisee employees and concerned law enforcement employees.
6. Garage employees shall not remove property from vehicles being held for criminalistics and/or evidentiary purposes.
7. Vehicles stored in an Investigative Hold Area shall not be removed from the area until authorized by the responsible Police Department personnel/investigator.
8. Once an investigative hold has been released on a vehicle it shall be immediately removed from the Investigative Hold Area.
9. The date and time of removal and the removing employee's identity shall be recorded on the Franchisee records.

Vehicles being held for Vehicle Code (VC) 22651 (0) (No Current Registration); VC 22651 (P) (Unlicensed Driver); VC 22651 (i) Unpaid Parking Citations); or VC 10751 (Altered Identification Number) (hereafter referred to as "statutory holds") need not be stored in the Investigative Hold Area but shall be stored in the same manner as vehicles available for release, unless there is an additional hold for criminalistics or evidentiary examinations. Garage employees may remove unattached personal property for safekeeping when a vehicle is being held exclusively for statutory hold. Any statutorily held vehicle shall not be available for release until authorized by the concerned governmental agency employee or the Area Vehicle Coordinator.

C. Secondary Storage Lots:

All Secondary Storage Facilities proposed by the Franchisee shall be inspected and approved by the Chief of Police or his or her designee prior to use. A Secondary Storage Facility is a designated location used by the Franchisee as a yard or lot for the temporary storage of impounded vehicles. All Secondary Storage Facilities shall be within five (5) miles of Franchisee's Primary Storage Facility. All Secondary Storage Facilities must be fenced for maximum security and lighted during the hours of darkness to afford illumination of all stored vehicles. Secondary Storage Facilities shall only be used to store vehicles with appraised values under one thousand dollars (\$1000.00). A Secondary Storage Facility may be used for emergency temporary storage of vehicles with appraised values over one thousand dollars (\$1000.00) with the prior written approval of the Chief of Police or his or her designee, but in

such cases, an attendant must be on duty at the facility for security. The location where vehicles are stored within a Secondary Storage Facility shall be accurately recorded on the garage's impound records. This is required at the time of submittal of this RFQ.

D. Storage of Vehicles:

All vehicles towed or stored by the Franchisee under the Franchise Agreement shall be kept within the Primary or Secondary Storage Lot when under direct supervision. At no time shall such vehicles be parked or stored or left standing on any public street or alley. Undamaged vehicles shall be segregated from wrecked or junk vehicles and shall be kept in the primary lot. All vehicles shall be systematically parked and sufficiently separated to preclude the probability of damage. Unobstructed access shall be provided to all stored vehicles. Vehicles shall be parked and separated to preclude the possibility of damage. Security provisions shall be implemented at all Secondary Storage Facilities to prevent the loss or theft of personal property or vehicle parts. Secondary Storage Facilities shall provide safe access to all stored vehicles and shall be kept clean and free of litter, debris, and weeds. Lighting of such lots shall be adequate to ensure required security of stored vehicles and eliminate light spill over onto neighboring properties. The Franchisee shall provide security to all primary and secondary storage facilities sufficient to reasonably preclude theft or damage to stored vehicles and as hereinafter provided.

E. Enclosure of Storage Areas:

Unless otherwise provided by applicable city regulations, all outdoor areas used for storage shall be enclosed with a solid wall, chain link or wrought iron style fence at least six (6) feet in height, having a gate or door of adequate width and equivalent height. The fence shall be covered from public view. The bottom edge of any such fence or wall, including all gates or doors, shall be maintained in such a manner as to prevent unauthorized entry. All wall or fence enclosures shall be maintained in good condition throughout the term of the Franchise Agreement; any damage shall be repaired promptly within twenty-four (24) hours of notice of such damage. This is required at the time of submittal to this RFQ.

F. Office:

The office space at the Primary and Secondary Storage Facilities shall be neat in appearance, clean and painted. A waiting area shall be provided for customers with adequate restroom and other facilities for the customers' comfort. This is required at the time of submittal to this RFQ.

G. Responsibility for Vehicle, Accessories, and Personal Property:

The Franchisee shall be responsible for vehicles and accessories while in Franchisee's possession. The Franchisee shall also be responsible for personal property left in the vehicle at the time possession of that vehicle is taken. All property left in a vehicle should be listed on the California Highway Patrol 180 form. No articles shall be removed without first obtaining written authorization from a Police Department officer. Any articles removed for any reason shall be noted by the authorizing Police Department officer. The Franchisee shall maintain a record of the identity of all persons who have entered a stored vehicle for the purpose of accessing unattached personal property. The record shall also include the date of entry and a description of any property removed. Unattached personal property may be removed for safekeeping by garage employees, but only from available for release and statutorily held vehicles. When the Franchisee's personnel removes unattached personal property for safekeeping from a vehicle, the following shall occur:

1. Record a description of the removed property on the corresponding copy of a garage impound report.
2. Implement controls to inform Franchisee's office personnel responding to public inquiries that personal property has been removed from a vehicle.
3. Cause the property to be individually packaged and identified.
4. Provide a secure location for the storage of the property to preclude loss, theft or damage.
5. Inform properly interested persons that property has been removed and how they may obtain possession of that property.

H. Protection and Handling of Vehicles:

It is the responsibility of the Franchisee to protect all vehicles, vehicle parts and/or attached accessories impounded by peace officers or City law enforcement personnel until such time the vehicles have either been released to properly interested persons or have been disposed of through legal process.

Vehicle parts and/or attached accessories shall not be removed from an impounded vehicle with a criminalistics/evidentiary hold on the vehicle without the prior approval of the concerned law enforcement personnel. The Franchisee's garage employees from other impounded vehicles may remove vehicle parts and/or attached accessories for safekeeping. When the Franchisee's employee removes vehicle parts and/or attached accessories for safekeeping from a vehicle it shall:

1. Record a description of the removed vehicle parts and/or attached accessories on the corresponding copy of the garage impound report.

2. Implement controls to inform the Franchisee's office personnel responding to public inquiries that vehicle parts and/or attached accessories have been removed from a vehicle.
3. Cause the vehicle parts and/or attached accessories to be individually packaged and identified.
4. Provide a secure location for the storage of the vehicle parts and/or attached accessories to preclude loss, theft or damage.
5. Inform properly interested persons that parts and/or attached accessories have been removed and how they may obtain possession of that property.

The release of impounded vehicles that are available for release shall be the responsibility of the Franchisee. Criminalistics/evidentiary or statutorily held vehicles shall not be available for release until Police Department personnel has given written authorization to the Franchisee.

The Franchisee, at its Primary Storage Facility, shall prepare, maintain, and post in a conspicuous place, clearly visible to the public, a notice outlining procedures and the required documentation necessary for properly interested persons to obtain possession or remove unattached personal property from a stored vehicle and/or to view or photograph a stored vehicle within twenty-four (24) hours of making such a request.

Vehicle inventories, when conducted by Franchisee employees, shall only be conducted within the confines of a storage facility and in the presence of a witnessing employee.

I. Release of Vehicles:

A Franchisee dispatcher shall be responsible for releasing vehicles between the hours of 7 a.m. and 7 p.m., seven (7) days a week, every day of the year and may, at his or her discretion, release vehicles between the hours of 7 p.m. and 7 a.m. Any vehicle impounded in connection with a special event, as designated by the Chief of Police or his or her designee, shall be available for release for a minimum period of four (4) hours following the conclusion of the special event. For the purposes of this provision, "special event" shall include DUI checkpoints, parades, et cetera.

J. Regulation:

The Franchisee shall comply with all Federal, State and local laws, ordinances, rules and regulations and shall make all reports required by the State of California Vehicle Code and shall follow all reasonable rules or regulations that the SFPD may, from time to time, prescribe governing the conduct of the Franchisee's operations under the Franchise Agreement.

K. Authorized Rates and Charges:

The Franchisee may submit to the Chief of Police a written request for a change of rates. All requests for rate adjustment shall set forth the Franchisee's current rate charges and the proposed charges. Verifiable profit or loss information may be required prior to any rate adjustment. Rates and charges shall not exceed those established by the City of Los Angeles Police Commission for its Official Police Tow Garages as such rates shall from time to time be amended and or what is allowed by State law. If the City of San Fernando, in its sole discretion, decides to amend the rates for towing and storage of vehicles to a different rate schedule than the one employed by the City of Los Angeles, it shall give the Franchisee written notice of its intention to adopt an amended schedule and negotiate with the Franchisee for a period of no less than 60 days before a new schedule is enacted.

Except as provided by the approved rate schedule, no additional charges shall be made for special equipment or service necessary to prepare vehicles for removal.

All bills shall be itemized.

Vehicle and Equipment Provisions (Sections A-D):

A. Tow Units Radio Equipment:

The Franchisee may equip tow units and facilities with radio equipment capable of receiving police calls, police frequency and/or local government frequencies. On those trucks that primarily operate after normal business hours, the Franchisee may also have transmitting capabilities on local government frequencies for emergency contact with the Police Department communications center, if approved by the COP or his or her designee.

B. Dispatcher's Office Radio Communications:

The Franchisee dispatcher's office shall be equipped to receive police radio calls. Priority shall be given to calls from the Police Department or its communications center. In the event that multiple agency requests for services are received at the same proximate time, the Franchisee dispatcher shall assign response priority to the request of the most urgent nature based upon information the dispatcher has received from the agencies. The Franchisee tow units may be equipped to monitor police radio calls while acting within the course and scope of their designated responsibilities after obtaining a permit from the Chief of Police or his or her designee.

1. Tow Trucks.

- a. The Franchisee shall have a minimum of two (2) tow trucks with a minimum 19,500 Gross Vehicle Weight (GVW) manufacturer rating with a minimum wheel lift capacity rated at a minimum 4,000 pounds. The main winch(es) shall be either mechanically or hydraulically driven and shall have a single or combined capacity of at least four (4) tons at bare drum or one (1) wrap of cable with a minimum of one hundred feet (100') of cable.

Each such tow truck shall be equipped with a snatch block, dollies, one (1) ton floor jack and J/T hook chain assemblies.

The Franchisee shall have and maintain a minimum of two (2) 19,500 – 26,000 GVW manufacturer rated car carrier. The main winch(es) shall be either mechanically or hydraulically driven and shall have a single or combined capacity of at least four (4) tons at bare drum or one (1) wrap of cable with a minimum of fifty feet (50') of cable.

- b. Official heavy-duty tow units will be requested by the Police Department or its communication center when the vehicle to be towed possesses one or more of the following: three or more axles; a gross weight, laden or un-laden, in excess of 10,000 pounds; or a combination of commercial trailers. The Franchisee may subcontract for heavy-duty tow services. The subcontractor shall meet the standards set forth in the Franchise Agreement.
- c. All trucks used in performing towing services under the Franchise Agreement shall conform to all requirements of the State of California Vehicle Code and shall comply with the following:
 - 1) Truck bodies shall be painted and kept clean and in good repair, free of dents;
 - 2) The cab interior shall be kept clean;
 - 3) The tow truck bed shall be kept clean and equipment shall be properly mounted and maintained;
 - 4) Tail lamps, stop lamps and turn signal lamps with electrical extension cord shall be operable and shall be used on all towed vehicles; and,
 - 5) Each tow vehicle shall carry the following equipment:
 - (a) State approved air tank or air transfer system
 - (b) Flashlight or portable light

- (c) Floor jack - 1-ton minimum capacity
- (d) Gasoline container – 2 ½ gallon minimum capacity
- (e) Lug wrench – 4-way and wrench for foreign cars
- (f) Water container – 3-gallon minimum capacity
- (g) Battery booster and cables
- (h) Axe
- (i) Sledge
- (j) Flares
- (k) Bolt cutters
- (l) Pry bar
- (m) 25 foot recovery chain
- (n) Trash can and absorbent.

This section, Vehicle & Equipment Provisions A-D, are required at the time of submittal to this RFQ.

C. Tow Truck Parking:

The Franchisee shall at all times provide sufficient off-street parking spaces for the parking and storage of vehicles and other equipment used in the performance of the Franchise Agreement.

D. TOW UNIT MARKINGS:

Each tow unit shall be marked as required by California Vehicle Section 27907. Lettering shall be at least two and one-half (2 ½) inches, but not in excess of four (4) inches in height. Tow units may be marked with an official seal of the City of San Fernando in a conspicuous place as reviewed and approved by the Chief of Police or his or her designee.

Inquiries:

Specific questions shall be requested in writing and responses will be formulated and forwarded to all prospective vendors via email by the stated dates in the RFQ schedule. No phone questions will be accepted. All written questions regarding this RFQ should be directed to:

Cmdr CJ Chiasson, San Fernando Police Department
910 First Street
San Fernando CA 91340
cjchiasson@sfcity.org

Evaluation of Qualifications:

Each proposal must provide detailed information sufficient to evaluate the Franchisee's capability regarding each of the following factors:

1. The ability, capacity, experience and skill to perform under the Franchise Agreement and to competently perform all of the services and tasks contemplated thereunder.
2. The physical facilities to perform under the terms and conditions of the Franchise Agreement and provide the service within the time specified without delay or interference.
3. The character and integrity of the proposer and its principals, including but not limited to any history of complaints of poor customer service, unethical or predatory business practices, discourteous service or criminal conduct.
4. The proposer's record of performance on current and previous contracts or services with the City, other municipalities, and/or public agencies.
5. Qualifications, resumes and references for similar work completed within five (5) years.
6. Knowledge of City codes and procedures.
7. The previous and existing compliance by the proposer with laws and ordinances relating to the towing and storage of vehicles.
8. The financial strength of the proposer to provide the level and scale of service called for under this RFQ, including written proof in the form of proposer's financial records that show to the satisfaction of the City that the proposer's has the financial resources and ability to perform the Franchise Agreement and provide the services requested.

9. Ability of the proposer to meet the City's requirements under this RFQ and the Franchise Agreement.
10. The quality, availability and adaptability of the proposer's physical facilities, staff, and equipment.
11. The degree to which the proposer's proposal deviates from or is otherwise unable to comply with the baseline requirements and conditions set forth under this RFQ.
12. Projected response time to calls for service.
13. The proposer's impound policies and practices and impound rates and the strategies the proposer proposes to put in place to facilitate the speedy and cost-effective return of vehicles to persons whose cars have been impounded so as to minimize the accrual of costly impound fees.
14. The proposer's proposed policies for training its tow truck drivers and impound yard personnel to provide courteous, honest and ethical services to persons whose cars have been impounded.

Bid Rejection:

All SOQs will be reviewed to determine conformance with the RFQ requirements. Any SOQ that the City deems incomplete, conditional, or non-responsive to the RFQ requirements may be rejected. The City reserves the right to reject any and all SOQs.

Screening, Selection and Award:

The screening and selection process shall be as follows:

1. Sealed SOQs will be opened and evaluated to determine compliance with Section 4, Required Qualifications of Consultant. SOQs meeting specified requirements will be considered responsive and will be included in the next phase of review.

Responsive SOQs will be evaluated by City staff members. Following this review, city staff will conduct on-site visits to the prospective tow yard and office locations.

The City reserves the right to withdraw this RFQ at any time without prior notice. Further, the City reserves the right to modify the RFQ schedule described below. The City also makes no representations that any contract will be awarded to any firm responding to this RFQ. The City expressly reserves the right to reject any and all SOQs without indicating any reasons for such rejection(s), to waive any irregularity or informality in any SOQ or in the RFQ procedure

and to be the sole judge of responsiveness to this RFQ.

Evaluation Criteria:

After review for compliance with required qualifications, the City will evaluate SOQs based on the following criteria.

General Quality and Responsiveness of the SOQ

- Presentation, completeness, and thoroughness of the SOQ;
- Responsiveness to the terms, conditions, and items of performance; and
- Grasp of the scope and services to be performed

Qualifications and Experience of Firm and Key Personnel

- Qualification and experience of key personnel;
- Experience and past performance for similar scope and services; and
- Verification of references

Fee Proposal

- Each firm should provide a schedule of fees for related services for each of the next five years.

Tentative Schedule:

The City reserves the right to make changes to the below schedule, but plans to adhere to the implementation of this RFQ process as follows:

Date	Activity
Thursday, *****	Issue Request for Qualifications
Monday, *****	SOQs Due to the City
Monday, *****	City Council Consideration of Contract Award

Attachments:

1. SFPD Tow Listing Application
2. Civil Litigation History
3. False Claims Act Certification Form

ATTACHMENT 1

SFPD TOW LISTING APPLICATION

BUSINESS		
1. BUSINESS NAME AND MAILING ADDRESS	TELEPHONE NUMBER(S)	
	2. DAY	
	3. NIGHT	
4. BUSINESS ADDRESS IF DIFFERENT THAN ABOVE	5. AUTOMOBILE CLUB AFFILIATIONS	
6. DO YOU HAVE 24 HOURS A DAY SERVICE? <input type="checkbox"/> YES <input type="checkbox"/> NO	7. YEARS IN THE TOWING BUSINESS	
8. HAVE YOU OR ANYONE FINANCIALLY INVOLVED WITH YOUR COMPANY EVER BEEN CONVICTED OF A FELONY INVOLVING STOLEN OR EMBEZZLED VEHICLES, STOLEN PROPERTY, FRAUD RELATED TO THE TOWING BUSINESS, OR MORAL TURPITUDE? IF YES, PLEASE ATTACH A WRITTEN EXPLANATION <input type="checkbox"/> YES <input type="checkbox"/> NO		
VEHICLE STORAGE		
9. PRIMARY STORAGE YARD (COMPLETE ADDRESS)	<input type="checkbox"/> OWNED <input type="checkbox"/> LEASED <input type="checkbox"/> RENTED	DISTANCE FROM SAN FERNANDO _____ MILES
10. SECONDARY STORAGE YARD (COMPLETE ADDRESS)	<input type="checkbox"/> OWNED <input type="checkbox"/> LEASED <input type="checkbox"/> RENTED	DISTANCE FROM SAN FERNANDO _____ MILES
11. IS STORAGE YARD FENCED (6'), LIGHTED? <input type="checkbox"/> YES <input type="checkbox"/> NO		
12. IS DISPATCHER ON DUTY 24 HOURS/DAY, SEVEN DAYS/WEEK, 365 DAYS/YEAR? <input type="checkbox"/> YES <input type="checkbox"/> NO		
13. IS THERE A SECURE INVESTIGATIVE HOLD AREA? <input type="checkbox"/> YES <input type="checkbox"/> NO		
FINANCIAL INTEREST		
14. LEGAL OWNER (PERSON(S), FIRM, COMPANY, ASSOCIATION OR CORPORATION)		
15. DO YOU HAVE FINANCIAL INTEREST IN ANY OTHER TOW COMPANY WITHIN SAN FERNANDO? <input type="checkbox"/> YES <input type="checkbox"/> NO		
16. DOES ANY MEMBER OF YOUR FAMILY OPERATE ANOTHER TOW SERVICE IN SAN FERNANDO? <input type="checkbox"/> YES <input type="checkbox"/> NO		
17. DO YOU SHARE ANY FACILITIES WITH ANY OTHER LICENSED TOW COMPANY? <input type="checkbox"/> YES <input type="checkbox"/> NO		
18. IF THE ANSWER TO ANY OF THE ABOVE IS YES, PROVIDE NAME OF THE TOW COMPANY		
TOW TRUCKS		
<input type="checkbox"/> CLASS A (14,000 – 19,500 GVWR)	<input type="checkbox"/> CLASS B (19,501 – 33,000 GVWR)	
<input type="checkbox"/> CLASS C (33,001 – 50,000 GVWR)	<input type="checkbox"/> CLASS D (OVER 50,001)	
19. IS AT LEAST ONE CLASS A TRUCK, EITHER A WHEEL LIFT OR A CAR CARRIER? <input type="checkbox"/> YES <input type="checkbox"/> NO		
SIGNATURE	PRINT OR TYPE NAME AND TITLE	DATE

11/26/2024

ATTACHMENT 2
CIVIL LITIGATION HISTORY/CIVIL LITIGATION CERTIFICATION FORM

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

CIVIL LITIGATION HISTORY/ CIVIL LITIGATION CERTIFICATION
(TOWING AND VEHICLE STORAGE SERVICES RFP)

Proposer shall provide either the certification requested below or information requested on the next page. **Failure to provide such certification or information may result in a determination that the Proposer is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Proposer is not responsible and City may reject the proposal on this basis as well.** For the five (5) years preceding the date of submittal of this Proposal, identify any civil litigation arising out of the performance of a procurement contract within the State of California in which any of the following was a named plaintiff or defendant in a lawsuit brought by or against the entity soliciting Proposals: the Proposer submitting the instant Proposal, including any person who is an officer of, or in a managing position with, or has an ownership interest in the entity submitting the Proposal. Do not include litigation which is limited solely to enforcement of mechanics' liens or stop notices. Provide on the following page labeled "Civil Litigation History Information:" (i) the name and court case identification number of each case, (ii) the jurisdiction in which it was filed, and (iii) the outcome of the litigation, e.g., whether the case is pending, a judgment was entered, a settlement was reached, or the case was dismissed.

CIVIL LITIGATION CERTIFICATION

If the Proposer has no civil litigation history to report as described above, complete the following:

I, _____, am the _____
(Print name of person responsible for submitting Proposal) (Title with Proposing Entity)

of _____ (hereinafter,
"Proposer") (Print Name of Proposing Entity)

In submitting a Proposal to the City of San Fernando for As-Needed Engineering Proposer Services, I, hereby certify that neither Proposer nor any person who is an officer of, in a managing position with, or has an ownership interest in Proposer has been involved in civil litigation as described, above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

by _____
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

<u>CIVIL LITIGATION HISTORY INFORMATION</u>
<p>(1) Name of Case:</p> <p>Court Case Identification Number:</p>
<p>(2) Jurisdiction in which case was filed:</p>
<p>(3) Outcome of the case:</p>
<p>(1) Name of Case:</p> <p>Court Case Identification Number:</p>
<p>(2) Jurisdiction in which case was filed:</p>
<p>(3) Outcome of the case:</p>
<p><u>DECLARATION</u></p> <p>I, _____, the _____ (Print name of person responsible for submitting proposal) (Title with proposing entity)</p> <p>of _____ (hereinafter, "Proposer") (Print Name of Proposing Entity)</p> <p>Declare under penalty of perjury that the above information is true and correct.</p> <p>Executed this _____ day of _____ at _____ (month and year) (city and state)</p> <p>by: _____ (Signature of Person Responsible for Submitting Proposal on behalf of Proposer)</p> <p style="text-align: center;"><u>END OF DOCUMENT</u></p>

ATTACHMENT 3
FALSE CLAIMS/FALSE CLAIMS ACT CERTIFICATION FORM

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

FALSE CLAIMS/FALSE CLAIMS ACT CERTIFICATION
(TOWING AND VEHICLE STORAGE SERVICES RFP)

Proposer shall provide either the certification requested below or the information requested on the next page. **Failure to certify or provide the requested information may result in a determination that the Proposer is non-responsive and City may reject the proposal on this basis. Failure to fully and accurately provide the requested certification or information may result in a determination that the Proposer is not responsible and City may reject the proposal on this basis as well.** "False Claims Act", as used herein, is defined as either or both the Federal False Claims Act, 31 U.S.C. Sections 3729 et seq., and the California False Claims Act, Government Code Sections 12650 et seq.

FALSE CLAIMS ACT CERTIFICATION

If the Proposer has no False Claims Act violations as described above, complete the following:

I, _____, am the _____
(Print name of person responsible for submitting proposal) (Title with proposing entity)

of _____
_____ (hereinafter, "Proposer").
(Print Name of Proposing Entity)

In submitting a proposal to the City of San Fernando, I, hereby certify that neither Proposer nor any person who is an officer of, in a managing position with, or has an ownership interest in Proposer has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act as defined above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

By _____
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

<u>FALSE CLAIMS ACT VIOLATIONS INFORMATION</u>	
(1) Date of Determination of Violation:	
(2) Identity of tribunal or court and case name or number, if any:	
(3) Government Contract or project involved:	
(4) Government agency involved:	
(5) Amount of fine imposed:	
(6) Exculpatory Information:	
<u>DECLARATION</u>	
I, _____, the _____ (Print name of person responsible for submitting proposal) (Title with proposing entity)	
of _____ (hereinafter, "Proposer") (Print Name of Proposing Entity)	
Declare under penalty of perjury that the above information is true and correct.	
Executed this _____ day of _____ at _____ (month and year) (city and state)	
By: _____ (Signature of Person Responsible for Submitting Proposal on behalf of Proposer)	
<u>END OF DOCUMENT</u>	

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Nick Kimball, City Manager
By: Sergio Ibarra, Personnel Manager

Date: December 2, 2024

Subject: Consideration to Adopt a Resolution Amending Fiscal Year 2024-2025 Salary Plan to Implement Changes in the Minimum Wage for Part-Time Employees and Cost of Living Adjustments Related to the San Fernando Management Group Association Memorandum of Understanding

RECOMMENDATION:

It is recommended that the City Council:

- a. Adopt Resolution No. 8354 (Attachment "A") amending the Fiscal Year (FY) 2024-2025 Salary Plan to implement changes in the minimum wage for part-time employees and cost of living adjustments related to the San Fernando Management Group Association (SFMG) Memorandum of Understanding (MOU); and
- b. Authorize the City Manager to make non-substantive corrections and execute all related documents.

BACKGROUND:

1. On April 4, 2016, Governor Jerry Brown approved Senate Bill (SB) 3, which mandated new minimum wage rates for all employees in California from 2017 through 2023, ranging from \$10.50 per hour in 2017 to \$15.50 per hour in 2023, for employers in California.
2. On January 1, 2017, November 20, 2017, December 3, 2018, February 3, 2020, January 19, 2021, January 17, 2023, and November 28, 2024 respectively, the City Council approved amendments to the City Salary Plan to implement the following minimum wage increases: \$10.50 per hour in 2017, \$11 per hour in 2018, \$12 per hour in 2019, \$13 per hour in 2020, \$14 per hour in 2021, \$15 per hour in 2022, \$15.50 per hour in 2023, and \$16.00 per hour in 2024.

Consideration to Adopt a Resolution Amending Fiscal Year 2024-2025 Salary Plan to Implement Changes to Part-Time Employee Minimum Wages and Cost of Living Adjustments Related to the San Fernando Management Group MOU

Page 2 of 3

3. On July 1, 2024, the City Council approved the Fiscal Year (FY) 2024-2025 Adopted Budget (Resolution No. 8318) and Salary Plan (Resolution No. 8316).
4. On August 1, 2024, the California Department of Finance certified a minimum wage increase to \$16.50 per hour effective January 1, 2025. The new rate will apply to all employers, regardless of how many individuals they employ.
5. On October 21, 2024, the City Council approved a five year Memorandum of Understanding (MOU) (Contract No. 2305) with SFMG that includes certain provisions in employee wages for FY 2024-2025.

ANALYSIS:

Most employers in California are subject to both the Federal and State minimum wage laws, and employers must follow the stricter standard; that is, the one that is most beneficial to the employee. Thus, since California's current law requires a higher minimum wage rate than Federal law (which is \$7.25 per hour), all employers in California who are subject to both laws must pay the State minimum wage rate unless their employees are exempt under California law. Similarly, if a City or County has adopted a higher minimum wage, employees must be paid the local wage where it is higher than the State or Federal minimum wage rates.

Due to the enactment of Senate Bill (SB) 3, California minimum wage increased incrementally as follows since January 2017:

- a. January 1, 2017: \$10.50 per hour
- b. January 1, 2018: \$11.00 per hour
- c. January 1, 2019: \$12.00 per hour
- d. January 1, 2020: \$13.00 per hour
- e. January 1, 2021: \$14.00 per hour
- f. January 1, 2022: \$15.00 per hour
- g. January 1, 2023: \$15.50 per hour
- h. January 1, 2024: \$16.00 per hour
- i. January 1, 2025: \$16.50 per hour

Part-time Employees Minimum Wage Increase.

The City is up to date on the implementation of the minimum wage provisions. However, it is necessary to amend the FY 2024-2025 Salary Plan to reflect the latest minimum wage, which is \$16.50 per hour, effective January 1, 2025. Seven part-time job classifications are impacted by the January 1, 2025 increase, and those are reflected in Resolution No. 8354 (Attachment "A").

Consideration to Adopt a Resolution Amending Fiscal Year 2024-2025 Salary Plan to Implement Changes to Part-Time Employee Minimum Wages and Cost of Living Adjustments Related to the San Fernando Management Group MOU

Page 3 of 3

SFMG MOU Changes.

Pursuant to City Council approval of the SFMG MOU (Contract No. 2305), it is necessary to amend the FY 2024-2025 Salary Plan to reflect, as well as implement applicable changes and provisions in salaries and benefits as follows:

Effective the first day of the first full pay period that includes January 1, 2025, the City shall increase the base salary for each represented unit classification by four percent (4%).

Approval of the amended Salary Plan is necessary to comply with the State-mandated minimum wage laws, as well as to implement the provisions in the approved MOU (Contract No. 2305) between the City and SFMG.

BUDGET IMPACT:

The total additional cost of the State mandated minimum wage increase for FY 2024-2025, from January 1, 2025 through June 30, 2025, is approximately \$9,000. Additional impacts over FY 2024-2025 related to SFMG totaling \$148,500 from General, Enterprise and Retirement Funds were considered in adoption of the MOU. Approval of the resolution will formalize the 4% increase effective January 1, 2025. Sufficient funds are included in the FY 2024-2025 Adopted Budget to cover the cost of the increases.

CONCLUSION:

It is recommended that the City Council adopt Resolution No. 8354 (Attachment "A") amending the Fiscal Year (FY) 2024-2025 Salary Plan to implement changes in the minimum wage for part-time employees and cost of living adjustments related to the San Fernando Management Group Association (SFMG) Memorandum of Understanding (MOU); and Authorize the City Manager to make non-substantive corrections and execute all related documents.

ATTACHMENT:

A. Resolution No. 8354

RESOLUTION NO. 8354

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO
AMENDING PORTIONS OF RESOLUTION NO. 8316, ADOPTED
JULY 1, 2024, AMENDING THE SALARY PLAN FOR HOULRY EMPLOYEES
AND SAN FERNANDO MANAGEMENT GROUP**

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

SECTION 1: That that portion of Section 1 of Resolution No. 8316, adopted July 1, 2024, as amended, be further amended by deleting "Schedule M for Management Employees" on page 6, and replacing it with the following, effective the first day of the first full pay period that includes July 1, 2024:

SCHEDULE M FOR MANAGEMENT EMPLOYEES					
SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
55	6813	7153	7510	7885	8279
56	6960	7307	7672	8055	8457
57	7115	7470	7843	8235	8646
58	7269	7632	8013	8413	8833
59	7412	7782	8171	8579	9007
60	7601	7981	8380	8799	9238
61	7791	8180	8588	9017	9467
62	7983	8382	8801	9241	9703
63	8184	8593	9022	9473	9946
64	8386	8805	9245	9707	10192
65	8598	9027	9478	9951	10448
66	8812	9252	9714	10199	10708
67	9032	9483	9957	10454	10976
68	9212	9672	10155	10662	11195
69	9486	9960	10458	10980	11529
70	9903	10398	10917	11462	12035
71	10066	10569	11097	11651	12233
72	10410	10930	11476	12049	12651
73	10751	11288	11852	12444	13066
74	11102	11657	12239	12850	13492
75	11334	11900	12495	13119	13774
76	11729	12315	12930	13576	14254
77	12148	12755	13392	14061	14764
78	12562	13190	13849	14541	15268

SCHEDULE M FOR MANAGEMENT EMPLOYEES					
SALARY RANGE NUMBER					
	STEP A	STEP B	STEP C	STEP D	STEP E
79	12990	13639	14320	15036	15787
80	13421	14092	14796	15535	16311
81	13864	14557	15284	16048	16850
82	14322	15038	15789	16578	17406

SECTION 2: That that portion of Sub-section A of Section 2 of Resolution No. 8316, adopted July 1, 2024, as amended, be further amended by deleting the following on pages 7-10, effective the first day of the first full pay period that includes January 1, 2025:

CLASSIFICATION	SALARY RANGES NUMBER/ SCHEDULE	STEP A	STEP B	STEP C	STEP D	STEP E
Assistant to the City Manager*	70M	9395	9995	10494	11020	11572
Deputy City Clerk/ Management Analyst	62M	7675	8059	8464	8885	9329
Information Technology System Administrator	70M	9395	9995	10494	11020	11572
Management Analyst	62M	7675	8059	8464	8885	9329
Personnel Manager*	77M	11671	12256	12872	13518	14196
Public Works Operations Manager	76M	11276	11839	12431	13054	13705
Planning Manager	75M	11334	11900	12495	13119	13774
Senior Accountant	70M	9395	9995	10494	11020	11572
Water Operations Manager	76M	11276	11839	12431	13054	13705

**Unrepresented Employees*

SECTION 3: That that portion of Section 1 of Resolution No. 8316, adopted July 1, 2024, as amended, be further amended by deleting “Schedule M for Management Employees” on page 6, and replacing it with the following, effective the first day of the first full pay period that includes January 1, 2025:

SCHEDULE M FOR MANAGEMENT EMPLOYEES					
SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
55	7086	7440	7812	8203	8613
56	7238	7600	7980	8379	8798
57	7400	7770	8159	8567	8995
58	7560	7938	8335	8752	9190
59	7708	8093	8498	8923	9369
60	7905	8300	8715	9151	9609
61	8103	8508	8933	9380	9849
62	8302	8717	9153	9611	10092
63	8511	8937	9384	9853	10346
64	8721	9157	9615	10096	10601
65	8942	9389	9858	10351	10869
66	9164	9622	10103	10608	11138
67	9393	9863	10356	10874	11418
68	9580	10059	10562	11090	11645
69	9865	10358	10876	11420	11991
70	10299	10814	11355	11923	12519
71	10469	10992	11542	12119	12725
72	10826	11367	11935	12532	13159
73	11181	11740	12327	12943	13590
74	11546	11657	12239	12850	13492
75	11787	12376	12995	13645	14327
76	12198	12808	13448	14120	14826
77	12634	13266	13929	14625	15356
78	13064	13717	14403	15123	15879

SCHEDULE M FOR MANAGEMENT EMPLOYEES					
SALARY RANGE NUMBER					
	STEP A	STEP B	STEP C	STEP D	STEP E
79	13510	14186	14895	15640	16422
80	13958	14656	15389	16158	16966
81	14419	15140	15897	16692	17527
82	14895	15640	16422	17243	18105

SECTION 4: That that portion of Sub-section A of Section 2 of Resolution No. 8316, adopted July 1, 2024, as amended, be further amended by adding the following, effective the first day of the first full pay period that includes January 1, 2025:

CLASSIFICATION	SALARY RANGES NUMBER SCHEDULE	STEP A	STEP B	STEP C	STEP D	STEP E
Assistant to the City Manager*	70M	10299	10814	11355	11923	12519
Deputy City Clerk/ Management Analyst	62M	8302	8717	9153	9611	10092
Information Technology System Administrator	70M	10299	10814	11355	11923	12519
Management Analyst	62M	8302	8717	9153	9611	10092
Personnel Manager*	77M	12634	13266	13929	14625	15356
Planning Manager	75M	11787	12376	12995	13645	14327
Public Works Operations Manager	76M	12198	12808	13448	14120	14826
Senior Accountant	70M	10299	10814	11355	11923	12519
Water Operations Manager	76M	12198	12808	13448	14120	14826

**Unrepresented Employees*

SECTION 5: That that portion of Section 1 of Resolution No. 8316, adopted July 1, 2024, as amended, be further amended by deleting “Schedule H, Schedule HFE, Schedule HG” on page 5, and replacing it with the following, effective the first day of the first full pay period that includes January 1, 2025:

SCHEDULE H FOR PART-TIME HOURLY EMPLOYEES- MINIMUM WAGE (SFPEBU)					
SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
44	16.50	17.33	18.19	19.10	20.06
45	16.78	17.62	18.50	19.42	20.40
47	17.27	18.13	19.04	19.99	20.99
52	18.07	18.97	19.92	20.92	21.96
71	21.58	22.66	23.79	24.98	26.23

SCHEDULE HFE FOR PART TIME HOURLY EMPLOYEES – FULL TIME EQUIVALENT (SFPEBU)					
SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
62	17.82	18.79	19.83	20.92	22.07
100	25.10	26.41	27.80	29.26	30.79
104	26.77	28.18	29.66	31.22	32.86
114	27.36	28.85	30.44	32.12	33.88
122	32.02	33.70	35.48	37.34	39.30

SCHEDULE HG FOR PART TIME HOURLY EMPLOYEES – GENERAL ABOVE MINIMUM WAGE (SFPEBU)					
SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
62	17.70	18.59	19.51	20.49	21.51
71	20.92	21.97	23.06	24.22	25.43

SECTION 6: That that portion of Sub-section B of Section 2 of Resolution No. 8316, adopted July 1, 2024, as amended, be further amended by adding the following, effective the first day of the first full pay period that includes January 1, 2025:

CLASSIFICATION	SALARY RANGE NUMBER/ SCHEDULE	STEP A	STEP B	STEP C	STEP D	STEP E
Administrative Assistant	114HFE	27.36	28.85	30.44	32.12	33.88
City Maintenance Helper	62HG	17.70	18.59	19.51	20.49	21.51
Community Preservation Officer	122HFE	32.02	33.70	35.48	37.34	39.30
Community Service Officer	104HFE	26.77	28.18	29.66	31.22	32.86
Crossing Guard	44H	16.50	17.33	18.19	19.10	20.06
Day Camp Counselor	44H	16.50	17.33	18.19	19.10	20.06
Junior Cadet	45H	16.78	17.62	18.50	19.42	20.40
Management Intern	71HG	20.92	21.97	23.06	24.22	25.43
Office Clerk	62HFE	17.82	18.79	19.83	20.92	22.07
Police Cadet	140PFE	42.83	45.17	47.69	50.27	53.07
Police Reserve Officer	140PFE	42.83	45.17	47.69	50.27	53.07
Police Records Specialist	100HFE	25.10	26.41	27.80	29.26	30.79
Pool Attendant/ Cashier	44H	16.50	17.33	18.19	19.10	20.06
Public Works Maintenance Helper	62HG	17.70	18.59	19.51	20.49	21.51
Recreation Leader I	44H	16.50	17.33	18.19	19.10	20.06
Recreation Leader II	47H	17.27	18.13	19.04	19.99	20.99
Recreation Leader III	71H	21.58	22.66	23.79	24.98	26.23
Senior Day Camp Counselor	52H	18.07	18.97	19.92	20.92	21.96

SECTION 7: That that portion of Section 3, Subsection F. “Non-Sworn Management Employees” of the Resolution No. 8316, adopted July 1, 2024, as amended, be further amended by deleting and replacing Section 3, Subsection F. “Non-Sworn Management Employees” pages 37-39, and replacing it with the following, effective the first day of the first full pay period that includes January 1, 2025:

F. NON-SWORN MANAGEMENT EMPLOYEES

Salaries and benefits listed here apply to regular full-time employees designated as non-sworn Management employees and employees represented by San Fernando Management Group (SFMG) assigned to Schedule M.

(1) SALARY

The salary ranges shown under Schedule M are consistent with the following provisions negotiated in Contract No. 2305, Article 5.01, and extended to Schedule C:

- A. Effective the first full pay period that includes July 1, 2024, unit members shall receive a base salary increase of four percent (4%).
- B. Effective the first full pay period that includes January 1, 2025, unit members shall receive a base salary increase of four percent (4%).
- C. Effective the first full pay period that includes July 1, 2025, unit members shall receive a base salary increase of four percent (5%).
- D. Effective the first full pay period that includes July 1, 2026, unit members shall receive a base salary increase of four percent (4%).
- E. Effective the first full pay period that includes July 1, 2027, unit members shall receive a base salary increase of four percent (4%).
- F. Effective the first full pay period that includes July 1, 2028, unit members shall receive a base salary increase of four percent (2%).

In computing benefits that are a percentage of base salary (e.g., Longevity, Special Assignment Pay, etc.), each benefit is calculated independently over the base salary of each respective employee.

(2) WORKING OUT OF CLASS, ACTING AND INTERIM ASSIGNMENT PAY

A. WORKING OUT OF CLASS PAY

“Working Out of Class Pay” is additional compensation provided to an employee who is temporarily assigned to perform duties that are outside of their regular job

classification but do not encompass the full scope of responsibilities associated with a higher classification. This may involve taking on a significant portion of the duties of a higher-level position or performing specialized tasks not typically required by the employee's regular classification. Employees assigned by their Department Head in writing, and with City Manager approval, to perform certain duties outside of their job classification on a temporary basis will be paid at the rate of five percent (5%) higher than their current base salary.

B. ACTING PAY

"Acting Pay" is additional compensation provided to an employee who is temporarily assigned the full duties and responsibilities of a higher classification or position, due to the temporary absence or vacancy of the incumbent in that higher position. The employee must perform all of the essential functions of the higher position to qualify for Acting Pay. Employees assigned by their Department Head in writing, and with City Manager approval, to the full duties and responsibilities of a higher classification or position for ten (10) or fewer consecutive business days will be paid at the rate of eight percent (8%) higher than their current base salary.

C. INTERIM ASSIGNMENT PAY

"Interim Assignment Pay" is additional compensation provided to an employee who is temporarily assigned to perform the full duties and responsibilities of a higher-level position for an extended period, typically while the organization is actively recruiting to permanently fill the higher-level position. Interim assignments are usually longer in duration than Acting assignments and may require the employee to fill the role for an extended period, often until a permanent replacement is appointed. Employees assigned by their Department Head in writing, and with City Manager approval, to the full duties and responsibilities of a higher classification or position for ten (10) or more consecutive business days will be paid at Step A of the higher classification, or the lowest Step that is at least eight percent (8%) higher than their current base salary.

(3) BILINGUAL PAY

The City shall provide bilingual pay in the amount of \$100 per month to employees that satisfy the following conditions:

- i. The employee has satisfactorily demonstrated to the City his/her fluency in the Spanish language based on a bi-annual written and/or oral testing procedures as selected by the City; and
- ii. The employee is required in the normal course of his/her duties to communicate in Spanish with members of the public, as determined by his/her Department Head, and approved in writing by the City Manager.

(4) EDUCATION INCENTIVE PAY

Employees who possess a Master's degree or higher in a related field from an accredited educational institution shall receive an additional 4% above their base salary step effective the first full pay period after City Council adoption of this MOU. Employees must submit proof of their acquired degree to the Human Resources Division.

(5) LONGEVITY PAY

Eligible Management employees shall receive longevity pay under the following terms:

- i. An additional 3% above the employee's base salary step upon completion of 10 years of continuous service with the City from date of hire.
- ii. An additional 1% above the employee's base salary step, for a total of 4% over and above the base salary upon completion of 20 years of continuous service with the City from date of hire.
- iii. An additional 1% above the employee's base salary step, for a total of 5% over and above the base salary upon completion of 30 years of continuous service with the City from date of hire. Any unit employee on leave of absence without pay with the exception of Family & Medical Leave (FMLA) under the Uniformed Services Employment and Reemployment Rights Act (USERRA) and/or the California Military and Veterans Code, shall not have such leave time credited as service time for purposes of calculating the years of service.

(6) ANNUAL LEAVE

- i. Annual Leave accrual per pay period for all Management employees is as follows: 0 – 4 years of service: 6.15 Hours (160 Hours/Year); 5 – 9 years of service: 7.69 Hours (200 Hours/Year); and 10 or more years of service: 9.23 Hours (240 Hours/Year).
- ii. Employees who have pre-existing Sick Leave and/or Vacation accrual balance shall convert Sick Leave to Annual Leave at the rate of One (1) Hour of Sick Leave to 0.5 Hours of Annual Leave; and convert Vacation to Annual Leave at the rate of One (1) Hour of Vacation to One (1) Hour of Annual Leave.
- iii. Employees may, at his/her discretion, accrue up to eight hundred (800) hours of Annual Leave. Upon the employee's separation from City service, the employee shall be compensated for any unused Annual Leave at his or her regular rate of pay.

(7) MANAGEMENT LEAVE

The City shall grant each Management employee 80 hours of Management Leave per calendar year, to be credited each January 1. Up to 80 hours of any unused leave will be cashed out in December of each year. At the time of separation, any unused management leave hours will be paid at the employee's current hourly rate of pay, on a pro-rated basis.

(8) HOLIDAY LEAVE

Each unit employee shall be entitled to the following holidays with pay:

New Year's Day
Martin Luther King, Jr. Day
Presidents' Day
Cesar Chavez Birthday
Memorial Day
Juneteenth
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Floating Holiday

Official paid Holidays for unit employees shall be considered nine (9) hours leave with pay or equivalent to actual number of regularly scheduled workday hours.

Floating holiday hours are credited each January 1, and must be used before December 30. Unused floating holiday hours are not carried forward.

(9) MILEAGE REIMBURSEMENT

Management employees who are required by the City to use their private vehicles for City business shall be reimbursed for mileage at the prevailing IRS rate.

(10) TUITION REIMBURSEMENT

The City shall reimburse Management employees for pre-approved courses to a maximum of \$3,000 per fiscal year. Approval must be obtained from the City Manager prior to enrolling in the course. Requests for reimbursement and approval must be in accordance with the City's policy on tuition reimbursement.

Tuition reimbursement shall be contingent upon employee satisfactorily completing course(s) with a minimum of a "B" grade, and commit to continued

service (employment) to the City of San Fernando for the equivalent of the school units, not to exceed two years.

(11) TECHNOLOGY STIPEND

The City shall provide employees with \$100 per month as a technology stipend for use of personal technology for business purposes. Effective November 1, 2024, the City will increase the technology stipend from \$100 to \$125 per month.

Employees who have received a City-issued cell phone are ineligible for the technology stipend. The City will provide necessary hardware (e.g., laptop) for pre-approved telecommuting assignments. The technology stipend will serve as reimbursement for business use of personal internet connection.

(12) WELLNESS REIMBURSEMENT

The City shall reimburse certain wellness expenses in an amount not to exceed \$400 each fiscal year. Employees must request reimbursement using a City approved form, and supply valid receipts at time of reimbursement. Unused funds will not be carried over to the following fiscal year.

(13) OTHER BENEFITS

For other benefits applicable to Management employees, such as medical, dental, vision insurance, retirement, and so on, that apply to Schedule M, please refer to their MOU (Contract No. 2305).

SECTION 8: The City Clerk shall certify to the adoption of this Resolution and shall cause this Resolution and certification to be filed in the office of the City Clerk.

PASSED, APPROVED, AND ADOPTED this 2ND day of December, 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. 8341, 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 October 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 December, 2024.

Julia Fritz, City Clerk

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AGENDA REPORT

To: Mayor Celeste Rodriguez, and Councilmembers

From: Nick Kimball, City Manager
By: Rodrigo Mora, Public Works Operations Manager

Date: November 22, 2024

Subject: Consideration to purchase a 2024 Caterpillar 420 Backhoe Loader and Accessories or Similar Backhoe and Accessories from Quinn Under the California Cooperative Purchasing Contract Sourcewell from Caterpillar/Quinn Sourcewell # 011723-CAT

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve the purchase of a 2024 Caterpillar 420 Backhoe Loader and accessories or similar backhoe loader and accessories for an amount not to exceed \$210,000 from Quinn under the California Cooperative Purchasing Contract Sourcewell from Caterpillar/Quinn Sourcewell #011723-CAT (Attachment "A").
- b. Authorize the City Manager to execute the purchase of a 2024 Caterpillar 420 Backhoe Loader and accessories or similar backhoe loader and accessories.
- c. Authorize City Manager to surplus one (1) John Deere 310-E Backhoe, Vehicle Identification Number T0310EX885213

BACKGROUND:

1. On April 5, 2000, a John Deere 310-E Backhoe was purchased for use within the Water Division.
2. On September 16, 2013 the John Deere 310-E Backhoe was replaced with a John Deere 310SK Backhoe, the John Deere 310-E was transferred to the Sewer Division of Public Works.
3. On August 14, 2015, the City became a member of the National Joint Power Alliance, now Sourcewell.
4. On July 1, 2024, the City Council approved the proposed Fiscal Year 2024-2025 budget, which included an enhancement for the purchase of a backhoe.

Consideration to Purchase a 2024 Caterpillar 420 Backhoe Loader under the Sourcewell Government Purchasing Contract and Related Equipment.

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5. On October 25, 2024, staff obtained two competitive quotes through Sourcewell for a 2024 backhoe loader: a Caterpillar 420 from Quinn (Attachment "B") and John Deere 320P from Coastline Equipment (Attachment "C"). Both quotes are for equivalent models with different manufacturer designations.

The cost of the new Caterpillar Inc. Model 420 Backhoe Loader is \$196,927.56, which will be funded through the General Fund (50%) and Sewer Fund (50%)

Without a backhoe, the Public Works Department will face significant challenges in completing essential tasks efficiently. Excavation projects, such as repairing waterlines, sewer systems, or digging trenches, would require manual labor or less specialized equipment, leading to longer project timelines and increased costs. The lack of a backhoe also limits the department's ability to perform versatile tasks like material handling, road maintenance, and landscaping, forcing reliance on multiple machines or outsourcing, which can strain budgets. Emergency repairs, such as fixing broken pipes, would take longer, potentially disrupting public services. Overall, the absence of a backhoe hinders productivity, delays critical projects, and reduces the department's ability to maintain city infrastructure effectively.

Procurement through Sourcewell

Sourcewell provides state and local government agencies as well as public educational institutions within the State of California with a specialized procurement process for obtaining specific products and services. This program ensures that purchasing agencies are given the option to choose the service that best meets their specific business needs, while maintaining an easy-to-use, cost-effective government procurement plan.

Sourcewell uses existing competitively awarded government contracts to create the basis for the procurement needs of the State of California. They offer a wide variety of commodity, non-IT services, and information technology products and services at prices which have been assessed to be fair, reasonable, and competitive.

The Public Works Department used Sourcewell for the following reasons:

- City is a member of Sourcewell
- It is an established and well-recognized program used by numerous local and state agencies
- Allows access to multiple vendors and competitive bids
- Reduced demand on staff time and resources

Staff obtained two quotes from both Quinn and Coastline in an effort to obtain the lowest possible cost for the purchase of a backhoe; both companies have a cooperative purchasing contract with Sourcewell. The decision to purchase the backhoe via Quinn is due to Quinn providing the lowest bid and the fact their location for servicing vehicles is one mile outside of the City. Coastline is located in Ventura County. It would cost the City \$800 (each way) for

Consideration to Purchase a 2024 Caterpillar 420 Backhoe Loader under the Sourcewell Government Purchasing Contract and Related Equipment.

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Coastline to transport the backhoe from the City and back when conducting preventative maintenance services.

BUDGET IMPACT:

Through the Fiscal Year 2024-2025 Budget, City Council adopted an enhancement of \$210,000 for the purchase of a backhoe loader funding fifty percent (50%) through the General Fund (001-311-0000-4600) and fifty percent (50%) through the Sewer Fund (072-360-0000-4600). In turn, sufficient budget is available to fund the purchase of the recommended 2024 Caterpillar 420 Backhoe Loader and associated accessories.

CONCLUSION:

It is recommended that the City Council approve the purchase of a 2024 Caterpillar 420 Backhoe Loader and accessories or similar backhoe loader and accessories for an amount not to exceed \$210,000 from Quinn under the California Cooperative Purchasing Contract Sourcewell (Caterpillar/Quinn Sourcewell #011723-CAT); authorize the City Manager to execute the purchase of a 2024 Caterpillar 420 Backhoe Loader and accessories or similar backhoe loader and accessories; and authorize the City Manager to surplus one (1) John Deere 310-E Backhoe, Vehicle Identification Number T0310EX885213.

ATTACHMENTS:

- A. Cooperative Purchasing Contract
- B. Quinn Bid
- C. Coastline Equipment Bid



Solicitation Number: RFP # 011723

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Caterpillar Inc.**, 100 NE Adams Street, Peoria, IL 61629 (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 **Heavy Construction Equipment with Related Attachments and Technology** 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 April 14, 2027, 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.

Pursuant to Section 10(b), Supplier will subcontract certain obligations under this Contract to its dealers. Only those dealers that sign a Participation Agreement with Supplier obligating them to comply with the terms of this Contract will be eligible to provide Equipment, Products, or Services as a subcontractor under this Contract. In the event there is no dealer who has entered into a Participation Agreement available to provide Equipment, Products, or Services to a Participating Entity, Supplier will be under no obligation to provide Equipment, Products, or Services to such Participating Entity under this Contract. Supplier will provide a copy of this Contract to its dealers that would normally service Participating Entities and invite such dealers to enter into a Participation Agreement as a subcontractor of Supplier under the terms of this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer 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 percentage list discount stated in the supplier's proposal.

Upon request made to a participating CAT dealer, from a Participating Entity identifying themselves as a Sourcewell member by providing their Sourcewell member number and contract number; formal quotes will list all costs, including all delivery expenses, such as freight and permits (when required).

Alternatively, Participating Entities may choose to make their own transportation arrangements. In such case, there would be no delivery charges from the local participating Cat dealer.

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. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned 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. 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.

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. Supplier may not enter into a contract with a U.S. Federal Government entity prior to obtaining necessary internal approvals and shall not be obligated to provide Equipment, Products or Services to any U.S. Federal Government entity under this Contract unless separately agreed in writing. Caterpillar may work with such parties and may agree to provide equipment or services under the Contract on a case-by-case basis.

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 Participating Dealers with payments made to the Participating Dealers. 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's Participating Dealer, 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 Supplier's Participating Dealer 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. Provided, however, that Supplier is permitted to subcontract certain of its rights and obligations to Supplier Participating Dealers for performance without Sourcewell's prior written consent.

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

Intentionally omitted.

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. Intentionally Deleted.

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 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 liquidated or other 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

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. A Participating Dealer may name a Participating Entity as an additional insured on a case-by-case basis.

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.

D. **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's Participating Dealers 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 Participating Dealer 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.

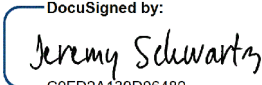
21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Intentionally omitted.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell 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 cancellation.

Sourcewell

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer

5/5/2023 | 9:41 AM CDT
Date: _____

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO

5/24/2023 | 12:16 PM CDT
Date: _____

Caterpillar Inc.

DocuSigned by:

By: 68A87926721B4E0...
Patrick Kearns
Title: Vice President Sales & Marketing,
Construction Industries

5/24/2023 | 9:13 AM PDT
Date: _____

RFP 011723 - Heavy Construction Equipment with Related Attachments and Technology

Vendor Details

Company Name: Caterpillar Inc
Address: 100 NE Adams St
Peoria, IL 61629
Contact: Sean Egel
Email: egel_sean_j@cat.com
Phone: 309-675-1399
HST#:

Submission Details

Created On: Tuesday November 15, 2022 14:22:18
Submitted On: Tuesday January 17, 2023 16:10:22
Submitted By: Sean Egel
Email: egel_sean_j@cat.com
Transaction #: aeaa61ae-0c73-4610-8208-b80e2e0b4448
Submitter's IP Address: 192.189.129.23

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")	Caterpillar 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.	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	11083	*
5	Proposer Physical Address:	5212 N O'Connor Blvd Ste. 1100, Irving, TX 75039	*
6	Proposer website address (or addresses):	https://www.caterpillar.com/ , https://www.cat.com/en_US.html	*
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):	Primary Contact: Patrick Kearns Title: Vice President Sales & Marketing Address: 100 NE Adams St, Peoria, IL 61629 Email: Kearns_Patrick@Cat.Com Phone: (309) 675-5181	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Primary Contact: Sean Egel Title: Governmental Sales Consultant Address: 100 NE Adams St, Peoria, IL 61629 Email: Egel_Seane_J@Cat.Com Phone: (309) 675-1399	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Primary Contact: Marta Sevilla Title: Governmental Marketing Manager Address: 100 NE Adams St, Peoria, IL 61629 Email: Sevilla_Marta_E@Cat.com Phone: (309) 578-1150	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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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.	<p>The history of Caterpillar is all about doing: creating, building, problem solving, innovating, testing, servicing and improving. We're proud of the ingenious machines that are part of our rich heritage. More importantly, we are proud of the people who founded and built the company one breakthrough at a time. Beginning with Benjamin Holt and C. L. Best, the people of Caterpillar have always been - and continue to be - extraordinary.</p> <p>In 1925, when Holt and Best merged to form their new tractor company, they used the name so familiar to people around the world: Caterpillar. The Caterpillar Tractor Company is today known as Caterpillar Inc.</p> <p>With 2021 sales and revenues of \$51.0 billion, Caterpillar Inc. is the world's leading manufacturer of construction and mining equipment, off-highway diesel and natural gas engines, industrial gas turbines and diesel-electric locomotives. For nearly 100 years, we've been helping customers build a better, more sustainable world and are committed and contributing to a reduced-carbon future. Our innovative products and services, backed by our global dealer network, provide exceptional value that helps customers succeed. Caterpillar does business on every continent, principally operating through three primary segments – Construction Industries, Resource Industries and Energy & Transportation – and providing financing and related services through our Financial Products segment.</p> <p>Our Worldwide Code of Conduct, first published in 1974, defines what we stand for and believe in, documenting the uncompromisingly high ethical standards our company has upheld since its founding in 1925. The Code helps Caterpillar employees put our values and principles into action every day by providing detailed guidance on the behaviors and actions that support our values of Integrity, Excellence, Teamwork, Commitment and Sustainability.</p> <p>Caterpillar's Code of Conduct that can be found at https://www.caterpillar.com/en/company/code-of-conduct.html</p>	*
11	What are your company's expectations in the event of an award?	<p>Caterpillar is honored to have served Sourcewell and its members who have purchased Cat® construction equipment, attachments (work tools), and electrical power generation products through Sourcewell since 2008. Furthermore, we are proud to have earned the Sourcewell Legacy Award in 2019, and have recently been awarded contracts 060122-CAT and 092222-CAT.</p> <p>Caterpillar's expectations in the event of an award would be to focus on customer needs and continued growth across all governmental segments. Sourcewell has built a strong reputation within the industry that has shown the importance of how this cooperative contract delivers upon customer needs. This contract will be a top factor in our go to market strategy within our strong Cat dealer network. If awarded, we will send out an email to our entire sales force, applicable to governmental, introducing the contract along with ways to train our salesforce, market, and grow the contract.</p> <p>We look forward to the opportunity to further grow business and serve member needs together in this new Heavy Construction Equipment RFP opportunity.</p>	*
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.	<p>Caterpillar Inc. is a publicly traded company, and as such, its financial information is updated quarterly and available at: https://investors.caterpillar.com/overview/default.aspx</p> <p>Caterpillar's 2021 Annual Report provides details about our financial position. Our SEC filing documents can be found at: https://investors.caterpillar.com/financials/sec-filings/default.aspx. Both documents are included as attachments in our Financial Strength and Stability Documents.</p> <p>As 2022 results are yet to be released, below you can find a summary of our full year 2021 financials.</p> <p>In 2021 full year sales and revenues were \$51B of which, North American sales were \$22B. Operating profit was \$6.9B with a profit per share of USD \$11.83. Dividends paid per share of USD \$4.28.</p>	*
13	What is your US market share for the solutions that you are proposing?	Caterpillar is a significant contributor to the overall Heavy Equipment sector within the US and Canada. Market share information beyond what is made publicly available through our annual reports is considered confidential.	*
14	What is your Canadian market share for the solutions that you are proposing?	Caterpillar is a significant contributor to the overall Heavy Equipment sector within the US and Canada. Market share information beyond what is made publicly available through our annual reports is considered confidential.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*

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>Caterpillar is a world class manufacturer which distributes products through a vast and capable independent dealer network. Our dealers are strong independently owned companies and in North America alone our 47 dealers have a combined net worth of billions of dollars. Their large valuation is a competitive advantage because it allows them to have the infrastructure to support customers regardless of location, industry, fleet size, or application.</p> <p>Another advantage of independently owned dealers is that they know their customers and market well. They tailor their services specifically to their customers' needs.</p> <p>Although we will sign this contract as a manufacturer, our Cat dealers will be given the opportunity to avail themselves of the opportunity presented by the contract and will execute all the transactions with governmental customers as they do today. This includes but is not limited to consultation, quoting, accepting payment, delivery, warranty support, parts sales, and service.</p> <p>Caterpillar dealers heartily embrace the other Sourcewell contracts currently available to them (032119-CAT, 092222-CAT, 062320-CAT, 060122-CAT). They have all been trained on contract usage. In fact, the current Heavy Equipment contract is leveraged by 95% of our dealers in North America. Caterpillar offers specific discounts to Sourcewell members. By using any Sourcewell Contract, our dealers agree to honor those discounts.</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>Caterpillar and its subsidiaries operate across the globe in a variety of markets that require Caterpillar to adhere to all locally mandated laws and regulations in order to do business. With regards to the territories covered by this RFP, Caterpillar will comply with applicable laws in order to do business in the territories described herein.</p> <p>As an equipment manufacturer focused on quality, Caterpillar created the Caterpillar Quality Management System, which is a process-based, ISO 9001:2015 compliant quality management system used throughout Caterpillar to continually improve the quality of our products and services to meet customer, statutory, and regulatory requirements. It is registered with IRCA (International Register of Certificated Auditors) as Caterpillar Quality Management System CAT791A.</p>	*
18	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>N/A</p>	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
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19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Please note: To list all the awards received in the past 5 years would unnecessarily lengthen our response. For brevity, we are highlighting some recognition received in 2020, 2021 and 2022. Also note there are many global awards.</p> <p>Fortune Magazine #78 on the Fortune 500 2021 Fortune Magazine World's Most Admired Companies World & North America Dow Jones Sustainability Index Forbes Best Employers for diversity 2020 and 2021 #82 Best Global Brands- Interbrand 2021 The Wall Street Journal Best Managed Companies in 2020 and 2021 The Wall Street Journal World's Most Sustainably Managed Companies Human Rights Campaign Foundation Corporate Equality Index Dow Jones Sustainability Index (World and North America) 21 years World's Most Sustainably Managed Companies – The Wall Street Journal United Way World Wide's Global Corporate Leadership Program U.S. President's Volunteer Service Award from Junior Achievement Corporate Equality Index – Human Rights Campaign Foundation CSR China Top 100 – the 4th CSR China Education Award (China) China CSR Excellence Award – China Philanthropy Times (China) Corporate Social Responsibility Research Center of Southern Weekly (China) Outstanding Contribution to Poverty Alleviation – China Foundation for Poverty Alleviation (China) 2020 Global 500 – Fortune Magazine America's Most Responsible Companies 2020, 2021 & 2022 – Newsweek Best-Managed Companies of 2020 & 2021 – The Wall Street Journal Top Companies for Customer Satisfaction – The Wall Street Journal The CEO Leaderboard: COVID-19 Reputation Rankings – SJR All-America Executive Team – Institutional Investor Top 150 Global Licensors – Global License Best Global Brands Top 100 – Interbrand World's Most Valuable Brands 2020 – Forbes 2020 Best Places to Work for Disability Inclusion – Disability Equality Index World's Best Employers 2020 – Forbes Best Employers for Women 2020 – Forbes America's Best Employers by State 2020 – Forbes America's Best Employers for Diversity 2020 – Forbes Best Employers for New Grads 2020 – Forbes Global 2000 – Forbes 2020, 2021 & 2022 Best Employers for Veterans 2020 and 2021– Forbes Top Veteran-Friendly Company – U.S. Veterans Magazine #1 Great Place to Work – Great Place to Work Institute (Brazil) #1 Great Place to Work in the Ag Business - Great Place to Work Institute (Brazil) Chile's 20 Best Places in 2020 to Work for LGBTQ Equality, pwc Human Rights Campaign Top of Mind Company "Industry category" (Piracicaba, Brazil) Certification on Promoting Work-Life Balance in Hyogo Prefecture – Hyogo Work and Life Center (Japan) Hyogo's Women's Success in Business Promotion Company – Hyogo Women Empowerment & Promotion Center (Japan) Hanada Award for WIN Akashi – Hyogo Women and Future Association (Japan) Hyogo Childcare Supporting Company Award (Japan) Science & Technology Industry Summit: Outstanding Contribution – The Economic Observer (China)</p>	*
20	What percentage of your sales are to the governmental sector in the past three years	The governmental and educational sector is extremely important to Caterpillar. We have a dedicated team to support governmental customers and their specific needs. However, percentage of sales to governmental is considered confidential.	*
21	What percentage of your sales are to the education sector in the past three years	The governmental and educational sector is extremely important to Caterpillar. We have a dedicated team to support governmental customers, including the education sector, and their specific needs. However, percentage of sales to education is considered confidential.	*
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?	<p>While Cat dealers would typically hold contracts with states and provinces, as an exception Caterpillar holds the state contract with Ohio and NY. Additionally, we are contract holders with OMNIA and NASPO ValuePoint.</p> <p>Just as we would never share Sourcewell sales information with other cooperatives, we also keep the sales volumes from other cooperatives confidential.</p>	*

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?	Listed below are the current GSA contracts that Caterpillar holds: SIN 333924 Utility Trucks and Tractors: 2020=\$6,857,211 2021=\$14,071,364 SIN 333120 Street Repair and Cleaning Equipment and Attachments: 2020=\$0 / 2021=\$143,837 SIN 335999 Power Distribution Equipment: 2020=\$151,267.70 / 2021=\$9,473.07 These contracts are used by Caterpillar, but we do not allow our dealers to use GSA contracts. Final sales for the year 2022 have yet to be fully reported.	*
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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 *	
Baltimore County, MD	Jamie Donahue	410-952-6981	*
Washington DC Fleet	Greg Harrelson	202-437-3799	*
Town of Scituate Mass.	Kevin Cafferty	781-545-8732	*

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 *	
Virginia Department of Transportation - Central	Government	Virginia - VA	State Department of Transportation for Virginia. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 41 units.	\$12,321,972	*
State of Idaho	Government	Idaho - ID	State of Idaho. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 39 units.	\$10,304,218	*
Alaska Department of Transportation	Government	Alaska - AK	State Department of Transportation for Alaska. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 37 units.	\$12,176,875	*
Arkansas State	Government	Arkansas - AR	State of Arkansas. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 28 units.	\$10,053,000	*
Suwannee County	Government	Florida - FL	A county local to Florida. Caterpillar requests that Sourcewell treat the information in this table as confidential.	Purchased 26 units.	\$6,567,420	*

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 *	
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26	Sales force.	<p>The Cat dealer salesforce is highly capable and trained in the construction industry. The Cat dealer salespeople are consultants to their customers and advise their customers on the best solutions for their application and job. As a manufacturer we request our dealers to follow strict training protocols to ensure our sales force remains current on all product updates. Specifically, as it relates to governmental sales, each dealer has one or more people named to be a key liaison between us as manufacturer and their dealer sales team. They're offered additional in depth training on Sourcewell and ensures that all contract terms are followed.</p> <p>Caterpillar has Operational Excellence Programs that recognize dealers' excellence in marketing and sales processes and operations, among other areas of the business.</p> <p>In North America, our dealers employ more than 53,000 people across the machine, energy, parts and service divisions. The dealer sales teams are supported by a network of Caterpillar professionals. Each dealer has in territory support of 5 to 8 Caterpillar sales/marketing employees. It is the responsibility of these people to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the sales and marketing department at Caterpillar is staffed by more than 600 people whose mission is to focus on customer satisfaction. Even more are employed "behind-the-scenes" to ensure industry leading product design, up to date product information, and maintaining the ease of doing business in an increasingly connected marketplace.</p>
27	Dealer network or other distribution methods.	<p>The Cat dealer network is key to the success of our company. Boasting over 160 dealers throughout 193 countries worldwide, the Cat dealer network is widely considered to be the best in industry. Within Canada and the United States, we have 47 dealers and more than 800 dealer owned locations that sell and rent equipment. Please refer to our directory listing of Cat dealer locations and our easy to view locations map in the attached "Additional Documents" zip file. Cat dealers are independently-owned. Each dealer has multiple branches and a mobile service fleet than can serve customers regardless of location. These are full physical locations our governmental customers can use.</p> <p>Because of the size of Cat dealers, they are exceptionally capable to serve governmental customers. Dealers have trained specialists that cover many industries including heavy equipment.</p> <p>Collectively, Cat dealers' large net worth permits them to stock a high volume of replacement parts - allowing governmental customers the fastest turnaround on parts availability and repair time. Cat dealers recognize the importance of governmental business to their overall success and they each have one or more governmental specialists whose job it is to serve governmental agencies well.</p> <p>Please refer to the Cat dealer locations map included in "Additional Documents". Additionally, you can leverage https://www.cat.com/en_US/support/dealer-locator.html to locate dealers by location.</p>

28	Service force.	<p>At Caterpillar we are very proud of the saying "The sales department sells the first machine; the service department sells every one after that." The Cat dealer network in North America collectively employs more than 20,000 factory trained technicians, parts experts, product support managers and other service-oriented staff. These subject matter experts are supported by the best repair shop equipment and materials. As machines and engines are constantly updated, so too are our service experts. We conduct product-specific training every week of the year. Technician shortage is an industry-wide concern, but because Cat dealers are large, long established companies, they can offer strong compensation and benefit packages that encourage the best people to seek employment and to retain them once hired. Caterpillar works very closely with dealers and through a program called "ThinkBIG", we are able to keep the pipeline of high quality employees full. ThinkBIG is a Caterpillar-specific instructional program that pays the student while they train to become a technician. It is a 2-year program with lab and classroom work, and a paid internship at a sponsoring Cat Dealer. As a result, the student will graduate with an accredited degree backed with over 2,000 hours of work experience.</p> <p>In addition to the technicians and mechanics that work on the machines directly, each dealer has a service support staff that includes customer-facing consultants who are responsible for working with customers to set up maintenance and repair schedules to ensure the best possible up-time.</p> <p>Collectively, service support staff makes up the bulk of each dealers' staff. Roughly half of their personnel investment goes to ensuring customer success via product support.</p> <p>The dealer service teams are supported by a network of Caterpillar professionals. Each dealer has in territory support of 5 to 8 Caterpillar parts/service employees. It is the responsibility of these specialists to ensure that the dealer and Caterpillar are working well together to constantly improve and to adapt to marketplace changes. Beyond the territory experts, the service and support groups at Caterpillar are staffed by thousands of people whose mission is to focus on post-sale customer satisfaction. Even more are employed "behind-the-scenes" to ensure technical literature is up to date, service standards are adhere to and repair questions are answered quickly. We exceed our 95% 2-hour response rate target in responding to dealer service inquiries.</p>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Our simple order process has been and will continue to be well appreciated by Sourcewell and Sourcewell members:</p> <ol style="list-style-type: none"> 1) When a member decides to purchase a new Cat machine, they simply include their Sourcewell member number on the Purchase Order they issue to the Cat dealer. 2) The Cat dealer then accepts the PO, issues the invoice, accepts payment and delivers the machine. 3) After the machine has been delivered, the dealer, as part of their normal process, includes the member number when filing their sales claims with Caterpillar. 4) At month's end, Caterpillar aggregates these reports and sends the sales information quarterly to Sourcewell along with the administrative fee. <p>IMPORTANT NOTE: Should a member wish to include additional terms and conditions to this contract, or to otherwise request a Participating Addendum, that agreement / PA should be executed between the member and Cat dealer directly.</p>

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.	<p>We are proud that our reputation stands on having the best customer support in the industry. In fact, our capabilities are industry leading. In the event a customer ever has a problem or issue with a machine, their Cat dealer is empowered to resolve that issue locally. If the problem is a result of a defect in material or workmanship, within the standard warranty period, the local Cat dealer will work with Caterpillar to apply the appropriate warranty, and keep the customer informed. Every Cat dealer has a common detailed service process in place. Caterpillar supports and verifies that all the dealer service technicians are supplied with the tools and equipment needed to repair all Cat products.</p> <p>Technicians have access to an electronic library of technical information including Service Letters, Technical Information Bulletins, System Operations, Troubleshooting and Disassembly and Assembly manuals. These manuals are provided for every Cat product. Each dealer also has one or more "Technical Communicators" who are dedicated to supporting the service technicians by acting as a liaison between the shop personnel and Caterpillar.</p> <p>The service technicians also have a dealer support network (DSN) system with direct access to Caterpillar's Service Engineers. Caterpillar responds to more than 95% of all high priority tickets within one hour.</p> <p>Caterpillar is got everything customers need to keep their Cat machines in top shape. Whether they want Genuine Cat parts, manuals and resources to do maintenance and repairs themselves, or prefer to have one of our expert dealer technicians do the work. We make it easy to keep their Cat equipment running.</p> <p>Some of our service solutions include:</p> <ul style="list-style-type: none"> -Cat Fleet Management (Condition Monitoring) - Lowers the total cost of ownership of machine. By connecting your fleet, you will be able to: track the location of your assets, monitor & manage the fuel consumption, identify the operators who would need extra training, and plan & schedule your maintenance. All of which will maximize your uptime. -Customer Value Agreements (CVA) - Customizable plans for your equipment new or used - to do more work with lower, more predictable costs. It's a convenient plan to get the most from your equipment throughout its life. Examples of CVAs may include but are not limited to: Maintenance CVAs, Component CVAs, and Machine CVAs. -S•O•S SM Services - A fluid analysis program that provides results that you can trust including trend analysis that provides benefit to your machine and fleet. -Cat Inspect - A digital way to perform checklists, pre-work inspections, annual inspections and PM checklists. All of which can be captured in the easy to use app.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>We are proud to serve all geographic areas and all Sourcewell member sectors within the United States to offer our complete products and services. Caterpillar has successfully and proudly utilized Sourcewell to sell machines in all 50 states.</p> <p>Caterpillar's global reach and presence is unmatched in the industry, and we serve customers around the globe. Our manufacturing, marketing, logistics, services, research and development and related facilities, along with our dealer locations, total more than 500 locations worldwide. North America specifically is home to 47 factories and 10 parts distribution centers, which make up 40% of our global footprint! The Caterpillar parts network delivers 98% of the parts orders within 24 hours.</p> <p>In addition to our facilities listed above, Cat Parts are available through the Cat dealer network in at different price points, including: Cat New, Cat General Duty and Cat Reman. The Cat dealer network also have the capability to provide dealer exchange components, dealer rebuilt components and used parts when available. Each dealer can match the appropriate parts offering to match the customers application and productivity. For example, Cat dealers offer Cat factory remanufactured parts (Cat reman) to follow the same quality, performance, and reliability as Cat new parts. This product line provides the same as new parts warranty, includes critical engineering changes, reduces waste, and protects the environment and saves critical repair time on machines. Cat reman also uses 100% Cat parts in the remanufacture process.</p> <p>Our 1.4 million parts are available to order 24/7 on Parts.Cat.Com.</p>

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>We are serve all geographic areas and all Canoe member sectors within Canada with our complete product and service offerings. In fact, we see the Canadian market as a significant growth opportunity for Canoe through Sourcewell contract usage. We have gained momentum with our current contract 032119-CAT in Canada.</p> <p>Caterpillar's global reach and presence is unmatched in the industry, and we serve customers around the globe. Our manufacturing, marketing, logistics, services, research and development and related facilities, along with our dealer locations, total more than 500 locations worldwide. North America specifically is home to 47 factories and 10 parts distribution centers, which make up 40% of our global footprint! The Caterpillar parts network delivers 98% of the parts orders within 24 hours.</p> <p>In addition to our facilities listed above, Cat Parts are available through the Cat dealer network in at different price points, including: Cat New, Cat General Duty and Cat Reman. The Cat dealer network also have the capability to provide dealer exchange components, dealer rebuilt components and used parts when available. Each dealer can match the appropriate parts offering to match the customers application and productivity. For example, Cat® dealers offer Cat® factory remanufactured parts (Cat reman) to follow the same quality, performance, and reliability as Cat new parts. This product line provides the same as new parts warranty, includes critical engineering changes, reduces waste, and protects the environment and saves critical repair time on machines. Cat reman also uses 100% Cat parts in the remanufacture process.</p> <p>Our 1.4 million parts are available to order 24/7 on Parts.Cat.Com.</p>	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We are proud to serve all geographic areas of the United States and Canada.	*
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?	<p>We are proud to serve all Sourcewell Member sectors within the United States and Canada with our complete product and service offering through Sourcewell.</p> <p>Caterpillar's cooperative purchasing contracts are non-exclusive; i.e. none of them restrict Caterpillar from promoting our Sourcewell contracts.</p>	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no restrictions or limitations for sales to members in Hawaii, Alaska or U.S. Territories.	*

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>Our current marketing strategy with Sourcewell contract 032119-CAT proves to be effective with year over year sales growth. Our primary strategy to promote this contract with participating entities is through our Cat dealers' sales force. We provide group and individual training to our dealer sales reps, focusing on benefits from selling through cooperative contracts vs bids. We proudly announce the award publicly through our multiple customer facing touchpoints which may include:</p> <ol style="list-style-type: none"> 1) Press Release 2) Government Solutions Magazine (Caterpillar produced magazine distributed to governmental customers in the US and Canada) 3) Government Training & Safety Days (Government customer training events at Caterpillar facilities) 4) Announcement in our governmental customer e-newsletter 5) Feature on our governmental focused website: www.cat.com/governmental 6) Announcement on our social media channels (FB, Instagram, LinkedIn) 7) Display mentions at all governmental tradeshow we attend. (NACE Annual Conference, APWA Snow Show, Waste EXPO, GFX, NIGP Annual Forum & Products Expo, and APWA PWX & Annual Rodeo) 8) Update literature with the new contact information. (An updated version can be found within our attached marketing plan attachment.)
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Caterpillar and the Cat dealer network are leaders in using technologies to reach our customers.</p> <ul style="list-style-type: none"> - Focus on organic search and Search Engine Optimization (SEO) to help our customers digitally find our products and the information they need. - Leverage Caterpillar's social media platforms (YouTube, Facebook, LinkedIn, Instagram, etc) and ability to target governmental segments. - Leverage predictive data analytics (past purchase history and financing information) to recognize in advance when customers may be considering replacing machines they currently own. - Leverage Deltek's GovWIN data in the US and Canada for governmental lead generation. <p>Caterpillar has a Customer Interaction Center available 24/7 who handles digital leads received from cat.com, social media, etc. Our team qualifies those leads and passes them on to our Cat Dealer network using the Salesforce platform (Customer Relationship Management system). We have processes that allows us to confirm our Cat dealers have reached out to those customers.</p>
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?	<p>Sourcewell is a well-respected contracting agency within the public procurement industry. It is important, in the event of an award, that our products and logos be included in Sourcewell marketing and website. We believe that the most important role that Sourcewell can play in marketing our contract and products, is to market themselves and promote contract purchasing across the industry.</p> <p>In the event of an award, Caterpillar will put high priority in building awareness and enthusiasm within our dealer network and customer base to leverage the Sourcewell contract as our go to market strategy.</p>
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.	<p>We do offer a e-procurement ordering process for parts via parts.cat.com. We can also integrate into a variety of procurement systems for high volume customers.</p> <p>Our wide machine portfolio and multiple configurations per machine model allows us to provide the best machine for the customer need. Our Cat dealers are trained to configure our equipment and advise the customer on the best machine and configuration for their application. Therefore, a consultative salesperson is integral in this process, and we do not use an e-procurement machine ordering process.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
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40	<p>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>	<p>All dealers offer basic operation, safety, and maintenance training with every sale. Should a customer desire more advanced training, such as productivity improvement or advanced repairs, each of our dealers can supply that training. Often there is a cost associated with that specific training and it would be negotiated between the dealer and the customer.</p> <p>Caterpillar also offers training programs directly to customers in three areas: operation, safety and service. Members may access courses online, via CD's, or through instructor-led classes leading to operator certifications. The fees for these services vary depending on the depth of training desired. These high-level instruct-led courses can be conducted at one of our dedicated training facilities in the US or on a customer's local site using their own equipment.</p> <p>Caterpillar also has a licensed supplier that offers Cat Simulators to teach operational techniques from real job sites. For more information visit: https://catsimulators.com/</p>
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41	Describe any technological advances that your proposed products or services offer.	<p>Cat technology gives you the power to track, monitor, automate and manage all types of assets- from a single machine, engine, to an entire fleet. We even offer technologies that protect your people. Listed below are a few technology offerings (standard and optional) that are used throughout the world in our Cat equipment.</p> <p>Next Generation Excavators: Cat Vision Link - Delivering valuable data with connected machine.</p> <p>Cat Payload - Precisely load targets every time for faster cycle times.</p> <p>Cat Skid Steer and Compact Track Loaders: Electronic Torque Management System - Helps maximize performance, minimize fuel consumption.</p> <p>Sealed and Pressurized Cabs - Provides a cleaner, quieter work environment.</p> <p>Cat Backhoe Loaders: Selectable Power Management Modes - Saves fuel while maintaining machine performance.</p> <p>Load-Sensing Hydraulic System - Provides excellent response for improved hoe and loader productivity and greater bucket breakout force.</p> <p>Cat Tractors: Stable Blade - Produces a smoother surface finish.</p> <p>Autocarry - Automatic raising and lowering of blade to maximize pushing capacity and prevent excessive track slippage.</p> <p>Cat Wheel Loaders: Operator Assist - Helps the operator reduce tire slippage, automatic rimpull management and provides up to 10% better cycle time resulting in higher productivity.</p> <p>Autodig - consistent high bucket fill factors delivers up to 10% more productivity.</p> <p>Cat Off Highway Trucks: Adaptive Economy Mode - Automatically optimizes fuel consumption without affecting productivity just pressing a button.</p> <p>Truck Production Management System (TPMS) - Weighting system with side indicator lights showing the operator when they are on last pass and when the truck is fully loaded.</p> <p>Cat Articulated Trucks: Advanced Automatic Traction Control (AATC) - Technology that proactively applies inter- and cross-axle differential locks 'on-the-go' when needed without assistance from operator's interaction.</p> <p>Cat Detect with Stability Assist - Warns the operator if machine is approaching a pre-set angle during operation, when driving and tipping.</p> <p>Machine/Operator Safety Technology: Machine Security System - Gives you control over who can operate your machines and when. Prevents theft.</p> <p>Seat Belt Reminder - Cost effective safety upgrade that significantly improves operator safety.</p> <p>Cat Detect for Personnel - Alert ground crews in close proximity to mobile equipment. Cat® Detect for Personnel sounds an immediate, unique alert that cuts through the white noise of engines, generators, cell phones and job site chatter to protect ground workers from equipment backing incidents.</p> <p>Cat Command - Remote control in operations where an operator could be at safety risk.</p> <p>Whether you're looking to add technology to your current machine, or want new ways to get more value out of the technology on your equipment, we have options for you.</p>
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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.	<p>Caterpillar shares the concerns of governments and the public about the risks of climate change and supports global efforts to mitigate its impact. We are committed to contributing to a reduced-carbon future.</p> <p>We demonstrate this in many ways including through our significant progress in reducing greenhouse gas (GHG) emissions from our operations and our continued investment in new products, technologies and services.</p> <p>Caterpillar is engineering a brighter future through:</p> <ul style="list-style-type: none"> - Product innovations - Advanced technologies leveraging know-how and R&D - Usage of renewable fuels and fluids - Solutions to improve jobsite efficiency - Maintenance solutions - Manufacturing operations' carbon efficiency <p>Caterpillar's long-standing commitment to sustainability inspires us to set and achieve meaningful environmental, social and governance (ESG) goals and develop innovative products, technologies and services to support our customers on their sustainability journey.</p> <p>Caterpillar is fully committed to our customers' success by not only the design and manufacture of durable, reliable, innovative and rebuildable construction equipment, but also through our extensive and unmatched dealer network that provides you the best service and support to keep your equipment running, regardless of the environment or challenges.</p> <p>We consider this as we work toward a vision of a world in which people's basic needs - such as shelter, clean water, education, and reliable energy - are fulfilled. We provide work environments, products, services, and solutions that make productive and efficient use of resources as we strive to achieve our vision. We believe this commitment supports the enduring success of our customers, stockholders, dealers, and our people.</p> <p>Caterpillar is a proud 20-year member of the Dow Jones Sustainability Indices, including both the World and North America Indices. The annuals DJSI process follows a best-in-class approach, evaluating numerous corporate economic, environmental, and social performance factors.</p> <p>For more on sustainability please visit our full report attached in the Financial and Stability attachment section.</p>	*
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.	<p>Plants certified with ISO 14001:2004 Environmental Management System include:</p> <ol style="list-style-type: none"> 1) Anchor Coupling - Goldsboro NC, ISO 14001:2004- Sept 2018 2) Anchor Coupling - Menominee - ISO 14001: 2015 - Jan. 2021 3) Gen Sets - Newberry 0 ISO 14001:2004 - Nov. 2017 4) Mapleton - 14001:2004 self-certification issued Jan 2013 5) Reman Services - Corinth MS - ISO 14001:2015- Sept. 2021 6) Reman Services - Franklin - ISO 14001:2004-May 2017 	*

44	<p>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.</p>	<p>Caterpillar has long drawn on the diversity of its people as a source of innovation and competitive advantage. We are proud that our people come from across the globe, with diverse backgrounds, experiences and perspectives. Despite our differences – in geography, culture, language and business – we are one Caterpillar, one company united by these common principles with a shared commitment to the highest standards of conduct.</p> <p>For example: Foley Equipment, a Cat® dealer, with territory primarily in Kansas and Missouri, is woman owned. In addition to Foley equipment, there are 31 other women in our North American dealer network who hold the titles of President, Vice President or Director.</p> <p>One of the more recognized initiatives within Caterpillar's Global Supply Network Division is the Caterpillar Inc. Proprietary Information Supplier Diversity Program which spurs economic growth by increasing business opportunities to minority-owned, women-owned, veteran and service disabled veteran-owned, small disadvantaged businesses and those certified in HUBZones, all while ensuring expectations are met with regards to quality, velocity, capacity, and cost. Currently more than 37% of our direct and indirect purchasing is conducted with suppliers in these categories.</p> <p>Caterpillar is a proud member of the National Minority Supplier Development Council (NMSDC). We also use the System for Aware Management (SAM), SBA, and NMSDC databases to locate SDB, VOSB, SDVOSB and HUBZone suppliers.</p> <p>Supplier Diversity is discussed with Global Supply Network Division leadership during the Monthly Operating Results Review meetings. This in turn forces accountability for supplier inclusion by measuring drivers, such as the number of sourcing projects, which include Divers Suppliers and the values of the projects in which they participate. The goal is to create greater transparency to determine which teams are creating inclusive environments and which are not.</p> <p>For more detail, please see our attached 2021 Global Diversity & Inclusion Report in the Additional Documents folder.</p>
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45	<p>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?</p>	<p>BEST OVERALL VALUE / LOWEST LIFE CYCLE COST: Cat products deliver the best value for the money. While we rarely have the lowest initial purchase price, we are happy to demonstrate to customers that our machines offer the lowest overall owning and operating costs when factors such as fuel efficiency, repair frequency, productivity, and resale value are factored in. We believe that government agencies are tasked to be the best stewards of taxpayer funds and our products can prove that they are the best solution. Sourcewell members are in the best position to allow these discussions to take place in contrast to a local bid situation where the focus is often only on initial price.</p> <p>CAT SAFETY SERVICES / SAFETY FEATURES: In addition to the tangible, measurable aspects of the life cycle cost equation, we also bring our focus on safety to every product that we manufacture. Quantifying a human life or debilitating injury is impossible, but each machine has industry-leading features that strive to minimize the possibility for accidents.</p> <p>In addition to built-in safety features, we also offer products and services that are unique in the industry.</p> <p>Cat Safety Services include, but are not limited to, the following: Safety Perception Survey - Used to establish a baseline safety-culture assessment by measuring employee perceptions and gaps in beliefs between management and employees on the front line across 20 Safety Culture Indicators.</p> <p>Safety Leadership Assessment - Used to measure individual safety leadership capability around four domains of safety leadership.</p> <p>Worksite Assessment - Compares onsite observations of safety practices and employee interview data to the documented processes and procedures.</p> <p>Continuous Improvement Process - Involving all levels of the organization to generate engagement, involvement, and ownership in the safety improvement process.</p> <p>Training - can be conducted with e-learning courses on http://safelyhome.cat.com, instructor-led training products or as Supplier-facilitated workshops. Topics available include, but are not limited to, safety culture, effective communication, supervisor safety training, recognition, etc.</p> <p>Fleet Management & Services through Caterpillar Job Site Solutions: We leverage the power of Caterpillar and our dealers by designing innovative solutions that solve customer problems and that have a positive impact on their bottom line. We approach each site differently, striving to deliver exactly what's needed — no more, no less. Every solution includes a unique mix of Caterpillar and dealer capabilities using industry best products, technology, services and expertise necessary to meet the customer's definition of success. The goal is to leave customers better off tomorrow than they are today.</p> <p>Details on products and services are available at www.cat.com/safety. More information can be found in the additional document section. Pricing can be found in the pricing document section.</p>
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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?	Caterpillar has extensive warranty coverage. Please see our warranty statements attached in the warranty information documents.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Please see applicable warranty statements in the attached documents.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Caterpillar does not cover travel time and mileage. Dealer territories vary considerably from state to state as do their policies about travel time and mileage during the warranty period.	*
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?	One of our key differentiating strengths is our ability to service equipment regardless of where it is located. Please see applicable warranty statements in the attached documents.	*
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?	Warranty service for machines ordered from a Caterpillar facility are generally provided by Caterpillar and performed by Cat dealers. Some items, such as tires, are covered under their manufacturers' warranties.	*
51	What are your proposed exchange and return programs and policies?	Please see applicable warranty statements in the attached documents.	*
52	Describe any service contract options for the items included in your proposal.	<p>We have a large variety of service contract options which can all be customized according to customer needs. Below are just two examples. More solutions are available and we encourage members and dealers to explore all options.</p> <p>1) Equipment Protection Plans (EPP): After the initial warranty period ends, members may choose to purchase additional protection plans to reduce their exposure to unplanned costs. These policies are written based on months and hours of operation. There are four standard levels of coverage:</p> <ol style="list-style-type: none"> 1) Powertrain 2) Powertrain + Hydraulics 3) Powertrain + Hydraulics + Technology 4) Premier <p>A description of all these options is included in the attached Equipment Protection Plans document. EPP can be purchased at the same time as the machine purchase, or anytime before the standard warranty expires.</p> <p>2) Customer Value Agreements (CVA's): A member may choose to enter into an agreement with their Cat dealer to perform routine maintenance and/or repairs. These contracts are customizable based on member needs.</p> <p>The selling Cat dealer can take responsibility for some or all the required service and maintenance needs to allow the agency to gain efficiency by focusing on the performance demands more than maintenance. CVA's are a useful tool to manage expenses. CVAs can be purchased at the same time as the machine purchase, or anytime after. Cat Financial also offers CVAs, which can be performed by Cat dealers in the United States, and are particularly helpful for customers who move their machine fleet to multiple locations which may have different servicing Cat dealers.</p>	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Cat dealers are independently owned businesses. As such their payment terms and accepted payment methods vary, but all will be stated on individual invoices. The most common terms are net 30.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	<p>We offer both leasing and financing options to governmental members of Sourcewell at rates lower than available to the general public.</p> <p>Caterpillar has its own financing arm, Cat Financial. Cat Financial was founded in 1981 and serves Cat customers and dealers. With over 1,900 employees, Cat Financial is active in more than 40 countries covering more than 148,000 customers worldwide. Cat Financial offers you a complete solution for your acquisition needs:</p> <ul style="list-style-type: none"> - Equipment & Attachments - Parts - Service - Rebuilds <p>Financial products are aligned and customized with the project and work site requirements such as operating lease, loan or finance lease. Find more information from Cat Financial here: https://www.cat.com/en_US/support/financing-protection.html</p>	*
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.	Cat dealers are independently owned businesses. As such their standard transaction documents will vary.	*
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?	Because Cat dealers will be receiving payments directly from members, accepting P-card procurement will be at their discretion. Many dealers do accept this method without additional fees. Some have limitations on the amount that can be processed.	*

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.	We offer a deep list discount off the current Caterpillar machine and work tool list prices to all Sourcwell members. We have provided base machine list pricing in the document pricing section. Base machines must be properly configured with other mandatory and optional items from the price list before they are considered operational. For the execution of the agreement we will ask our Cat dealer and Sourcwell member to use the Caterpillar price list that is current at the time of the quote. Dealers, in consultation with the member, will configure the machine to the desired specifications and apply the stated list discount to that configured list price amount. Dealer and members should remember to factor in any expected price increases if a machine will be built to order. The pricing document, in the applicable pricing document attachment section, shows the list discount offered for each new machine. Additionally, we are pleased to offer a list discount of 15% off all products and consulting services under Cat Safety Services.	*
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 in this proposal is a percentage discount from list on current machine and work tools list prices. Our discount range varies between 3 - 34% off of the list price depending on the product family or model.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Our dealers are empowered to consider purchase order volume, repeat purchases, etc. They may offer members additional discounts and /or services at their discretion.	*
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.	Sourced goods / Open Market Items are available to members from Cat dealers. The prices for these good or services will represent fair marketing value and will be determined between the member and the selling dealer. We encourage our dealers and members to use these options as it facilitates complimentary products and streamlines the procurement process. Customers and dealers are responsible for including their Sourcwell member numbers on all documentation related to these purchases. Caterpillar Inc. is not a party to these sales and is exempted from including them in quarterly reports. For audits, inclusion of a customer's Sourcwell member number on the PO and /or invoice shall be deemed sufficient.	*
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.	Machines are unique in their requirements for preparation prior to use. Some may require local final assembly due to their large size others may have locally installed options (fire suppression, beacons, auto lube systems for example). When a dealer issues a quote for a machine, any dealer costs (like pre-delivery inspection, installation, set up, training, etc.) will be itemized separately and are not subject to the Caterpillar list discount for Sourcwell members.	*
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.	There is no additional cost to members who choose to pick up their machines from the Cat dealer. Dealers may charge fees for delivery to the Sourcwell member's location.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Just as for members in the 48 contiguous states, there is no additional cost to members who choose to pick up their machine from their Cat dealer. Dealers may charge fees for delivery to the Sourcwell members' location.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Machines are large purchases and if there are unique Sourcwell member requirements our dealers will be happy to discuss on a case by case basis.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Caterpillar wants to provide the governmental customer the best list discount possible to allow them to be good stewards of tax-payers funds. We want our governmental customers to have the ability to choose which cooperative contract better fits their needs.

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.	We plan to continue our very robust process to ensure reporting speed, accuracy, and contract compliance. Caterpillar and our Cat dealers have very close and trusting relationships. Our dealers are long-established, and the current process (under contract #032119-CAT) is working well. 1) To ensure pricing accuracy, we maintain our current Sourcewell customer discount sheet on our dealer facing pricing pages. Dealers integrate these numbers automatically in their quoting software. 2) To ensure new machines and work tool sales are recorded properly, we use our post-sale credit system. In a nutshell, this means that we corporately support the pricing offered in this contract at a level below what's available to other customers. To receive this additional monetary support after the machine is delivered, dealers must supply the member's name, address, and member number. There is no additional burden or cost to our dealers to use the Sourcewell contract and this is part of the reason for their high engagement and our high reporting accuracy. 3) At month end, we gather the new machine and work tool sales data attributed to Sourcewell and aggregate it for our reporting. 4) After quarter end, we will send the quarterly sales report and administration fee payment to Sourcewell for all items that are subject to the administrative fee.	*
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.	We regularly track the % of sales that are sold using a cooperative contract. We will continue this practice if we are awarded a contract for RFP 011723.	*
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.)	Per amendment #1 to Contract #032119-CAT, we will be pleased to offer an administrative fee of 0.33% of Caterpillar's list price for each piece of new equipment and serialized work tools purchased by Sourcewell's Participating Entities. Caterpillar will pay this fee and will not ask dealers or members to pay the fee.	*

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.	<p>The Cat equipment product line, consisting of more than 300 machines, sets the standard for our industry. We plan to help you meet your needs with our equipment, with our distribution and product support system, and the continual introduction and updating of products.</p> <p>Caterpillar is pleased to offer a wide variety of products for Sourcewell members. Excluding paving products, equipment and services awarded on 060122-CAT these include:</p> <ul style="list-style-type: none"> - Cat Backhoe Loaders (9 models offered) - Cat Compact Track Loader/Skid Steer Loader (14 models offered) - Cat Track/Wheel Hydraulic Excavators (41 models offered) - Cat Motor Graders (7 models offered) - Cat Telehandlers (8 models offered) - Cat Track Loaders (3 models offered) - Cat Track/Wheel Dozers (15 models offered) - Cat Wheel Loaders (19 models offered) - Cat Wheel Tractor Scrapers (7 models offered) - Cat Articulated Trucks (5 models offered) - Cat Rigid Frame Trucks (2 models offered) - Cat Material Handlers (3 models offered) - Cat Landfill Compactors (3 models offered) <p>- Product offerings by model and discount can be found in the pricing attachment within the applicable proposal pricing section.</p> <p>Services and support include:</p> <ul style="list-style-type: none"> - Cat Attachments (Worktools) - Cat Technology - Cat Safety Services - Cat Job Site Solutions <p>- Product offerings by model and discount can be found in the pricing attachment within the applicable proposal pricing section.</p> <p>- Services and support brochures can be found in the additional documents section by name of offering.</p> <p>For more detailed information on each of these products/offerings see the following website: https://www.cat.com/en_US.html</p>
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A

Table 148: 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	Wheeled, tracked, and backhoe loaders	<input checked="" type="radio"/> Yes <input type="radio"/> No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
7	Motor Graders	<input checked="" type="radio"/> Yes <input type="radio"/> No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
73	Wheeled and tracked excavators	<input checked="" type="radio"/> Yes <input type="radio"/> No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
74	Bulldozers, compactors, scrapers, articulated and rigid haulers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
75	Cranes	<input type="radio"/> Yes <input checked="" type="radio"/> No	NIA
76	Accessories or attachments for the offering in #71-75 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
77	Technology or services for the offering in #71-75 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Manufactured or offered by Caterpillar. Offerings listed in applicable pricing attachment section.

Table 14C: Required Offering of Equipment

Indicate below if the proposer's proposal includes at least one (1) of the following listed types or classes of equipment. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered	Comments
78	Wheel loader with published net horsepower (HP) of at least 300 HP	<input checked="" type="radio"/> Yes <input type="radio"/> No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
79	Wheeled or tracked excavator with a published net horsepower (HP) of at least 150 HP	<input checked="" type="radio"/> Yes <input type="radio"/> No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
80	Motor Grader with a published maximum operating weight of at least 30,000 lbs.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Manufactured by Caterpillar. Offerings listed in applicable pricing attachment section.
81	Rough terrain, all terrain, crawler, floating, lattice, or telescopic crane with a published maximum lifting capacity of at least 300 tons and a published maximum boom length of at least 150 feet	<input type="radio"/> Yes <input checked="" type="radio"/> No	NIA

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](#) - Machine Pricing.zip - Tuesday January 17, 2023 15:29:45
 - [Financial Strength and Stability](#) - Fin Strength and Stability.zip - Tuesday January 17, 2023 10:31:16
 - [Marketing Plan](#) Samples - Marketing Plan.pdf - Tuesday January 17, 2023 14:53:49
 - WMBEIMBEISBE or Related Certificates (optional)
 - [Warranty Information](#) - Warranty Combined.pdf - Monday January 16, 2023 10:36:31
 - Standard Transaction Document Samples (optional)
 - [Upload Additional Document](#) - Additional Documents.zip - Tuesday January 17, 2023 16:05:29

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 the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ 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. - Sean Egel, Sales Support Consultant, Caterpillar 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_5_Heavy_Construction_Equipment_RFP_011723 Tue January 10 2023 08:47 AM	<input checked="" type="checkbox"/>	1
Addendum_4_Heavy_Construction_Equipment_RFP_011723 Fri January 6 2023 09:51 AM	<input checked="" type="checkbox"/>	2
Addendum_3_Heavy_Construction_Equipment_RFP_011723 Thu December 29 2022 12:33 PM	<input checked="" type="checkbox"/>	2
Addendum_2_Heavy_Construction_Equipment_RFP_011723 Wed December 21 2022 01:49 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Heavy_Construction_Equipment_RFP 011723 Thu December 15 2022 09:27 AM	<input checked="" type="checkbox"/>	1

SOURCEWELL TRADEMARK LICENSE ADDENDUM

This Addendum is by and between **SOURCEWELL**, 202 – 12th Street NE, PO Box 219, Staples, Minnesota 56479 (“Sourcewell”) and **Caterpillar Inc.**, having its principal place of business at 5212 N. O’Connor Blvd., Suite 1100, Irving, TX 75039, and offices at 100 NE Adams Street, Peoria, Illinois, 61629 (“Caterpillar” or “Vendor”). Sourcewell and Caterpillar may be referred to in this Agreement as a “Party” and collectively as the “Parties.”

The Parties maintain a contractual relationship for Vendor to provide equipment, products, or services to Sourcewell’s cooperative purchasing contracts as follows:

Sourcewell Contract 011723 – CAT (Solicitation Number: 011723)

Sourcewell and Vendor each own all right, title, and interest in their respective names, trademarks, service marks, related logos, and all other rights in the names, designs, likenesses and visual representations thereof (“Licensed Trademarks”), and desire to grant each other a royalty-free license to use certain Licensed Trademarks owned by the other Party under the terms and conditions set forth herein.

ARTICLE I: GRANT OF LICENSE

A. GRANT OF LICENSE. During the term of the Contract:

1. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use Sourcewell’s Licensed Trademarks provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell’s relationship with Vendor.
2. Vendor grants to Sourcewell a royalty-free, worldwide (except for those jurisdictions that are prohibited by applicable Anti-Corruption and International Trade Laws), non-exclusive right and license to use Vendor’s Licensed Trademarks provided to Sourcewell by Vendor in advertising and promotional materials for the purpose of marketing Vendor’s relationship with Sourcewell.

“Anti-Corruption and International Trade Laws” means all statutes, regulations, rules, executive orders, supervisory requirements, directives, ordinances, circulars, opinions, interpretive letters, and official releases of or by any government, or any authority, department or agency thereof or self-regulatory organization related to bribery, fraud, corruption, or international trade.

3. The Parties agree that each is the owner of all rights, including without limitation common law rights and goodwill, in relation to their respective Licensed Trademarks, and that any goodwill derived from the use of Licensed Trademarks by the other Party shall inure to the owner of the respective Licensed Trademarks.

B. LIMITED RIGHT OF SUBLICENSE. The rights and licenses granted herein includes a limited right of each Party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Contract. Any sublicense granted will be subject to the terms and conditions of this Addendum. Each Party will be responsible for any breach of this Article by any of their respective sublicensees.

C. USE; QUALITY CONTROL.

1. Neither Party may alter the other Party's Licensed Trademarks from the form provided by the other Party and must comply with the other Party's removal requests as to specific uses of its Licensed Trademarks.
2. Each Party agrees to use, and to cause its Permitted Sublicensees to use, the other Party's Licensed Trademarks only in good faith and in a dignified manner consistent with such Party's use of the Licensed Trademarks. Upon written notice to the breaching Party, the breaching Party or their Permitted Sublicensees have thirty (30) days of the date of the written notice to cure the breach or the license will be terminated.
3. Beyond what is permitted in this Addendum, neither Party will:
 - a. attempt to register, or register any trademark, service mark, symbol, logo, get-up or device which is confusingly similar to any of the other Party's Licensed Trademarks in any jurisdiction;
 - b. represent that it has any rights of any nature in the Licensed Trademarks other than those enjoyed under the terms of this Agreement;
 - c. use the other Party's trademarks, service marks or copyrights, translations thereof or marks similar thereto, as part of its corporate name, trade name or a d/b/a name, favicons, social media names/handles, email addresses, email extensions, or domain names without prior written approval from the other Party; or
 - d. use the other Party's trade names, trademarks, or service marks on any collateral business materials (e.g., business cards, letterhead, invoices, pens, notepads, fax cover sheets, etc.), unless otherwise approved in writing by the other Party.

ARTICLE II: TERM, TERMINATION, AND MISCELLANEOUS.

- A. **EFFECTIVE DATE.** This Addendum is effective upon the date of the final signature below.
- B. **TERMINATION.** Unless earlier terminated in accordance with this Article, this Addendum expires immediately upon the expiration or termination of the Contract.
 1. *Termination for Convenience.* This Addendum may be terminated by either Party at any time upon ninety (90) days' prior written notice to the other Party.
 2. *Termination for Breach.* This Addendum may be terminated by either Party upon a breach of the terms of this Addendum by the other Party, upon written notice of breach to the breaching Party, and only if such breach is not cured within thirty (30) days of the date of the written notice.
 3. *Effect of Termination.* Upon the termination of this Addendum for any reason, each Party will have thirty (30) days to, and require its Permitted Sublicensees to, remove all Licensed Trademarks from signage, websites, and the like bearing the other Party's name or logo

(excepting Sourcewell’s pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

- 4. Miscellaneous. The terms and conditions of this Addendum shall have no effect on the terms and conditions of any other trademark licenses signed by the Parties.

All other terms of the Contract remain in full force and effect, unless otherwise terminated.

DocuSigned by:
SOU Jeremy Schwartz
By: C0FD2A139D06489...
Name: Jeremy Schwartz
Title: Director of Operations and Procurement
Date: 5/24/2023 | 2:45 PM CDT

DocuSigned by:
Cat Patrick Kearns
By: 68A87926721B4E0...
Name: Patrick Kearns
Title: Vice President Sales & Marketing - North America
Date: 5/24/2023 | 12:48 PM PDT



Quote Summary

Prepared For:

CITY OF SAN FERNANDO CITY CLERK
 117 N MACNEIL ST
 SAN FERNANDO, CA 91340
 Business: 818-898-1200

Prepared By:

JULIO GOMEZ
 Coastline Equipment Company
 1930 Lockwood Street
 Oxnard, CA 93036
 Phone: 805-485-2106
 julio.gomez@coastlineequipment.com

City of San Fernando Sourcewell Quote for a New 2024 John Deere
 320P backhoe

List Price \$234,231.00
 Discount 43% -\$100,719.33
 Price \$133,511.67

Quote Id: 31270716
Created On: 02 July 2024
Last Modified On: 26 July 2024
Expiration Date: 20 September 2024

18 24 36 Inch Buckets \$3,750.00
 Freight, PDI, Delivery \$8,900.00
 Pallet Forks \$2,945.00
 PA40 Auger w/ 36" Bit \$9,700.00
 33X1220 Solid Tires \$3,000.00
 F9 Hydraulic Breaker \$17,200.00
 Total \$179,006.67
 Sales Tax 10.25% \$18,348.18
 Total \$197,354.85

Terms: Net 30
 Delivery: A.S.A.P.

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 320 P-Tier Backhoe Loader	\$ 279,726.00	\$ 179,006.67 X	1 =	\$ 179,006.67
John Deere Extended Warranty-Comprehensive 12 Months (unlimited hours)		\$ 0.00 X	1 =	\$ 0.00
Comprehensive, 0Total Hours or 12Total Months, \$ 0.00 Deductible				

Equipment Total \$ 179,006.67

Quote Summary

Equipment Total \$ 179,006.67
 SubTotal \$ 179,006.67
 Sales Tax - (10.25%) \$ 18,348.18
 Total \$ 197,354.85
 Down Payment (0.00)
 Rental Applied (0.00)
Balance Due \$ 197,354.85

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 31270716

Customer: CITY OF SAN FERNANDO CITY CLERK

JOHN DEERE 320 P-Tier Backhoe Loader

Hours:

Suggested List

Stock Number:

\$ 279,726.00

Selling Price

\$ 179,006.67

Code	Description	Qty	Unit	Extended
17C0T	320 P-tier Backhoe Loader	1	\$ 169,068.00	\$ 169,068.00
Standard Options - Per Unit				
183E	JDLINK™	1	\$ 0.00	\$ 0.00
0202	United States	1	\$ 0.00	\$ 0.00
0259	English	1	\$ 0.00	\$ 0.00
0351	Translated Text Labels	1	\$ 0.00	\$ 0.00
1003	Cab	1	\$ 14,253.00	\$ 14,253.00
3009	Autoshift Transmission - Mechanical Front Wheel Drive (MFWD) with Limited Slip Differential	1	\$ 0.00	\$ 0.00
4006	John Deere 4.5L - FT4/Stage IV	1	\$ 0.00	\$ 0.00
5245	Galaxy 19.5L-24 12PR Rear & 12.5/80-18 10PR Front	1	\$ 0.00	\$ 0.00
6152	Single Battery with Disconnect and Jump Post	1	\$ 0.00	\$ 0.00
6577	1250 lb. (567 kg.) Front Counterweight	1	\$ 1,938.00	\$ 1,938.00
6752	Extendible Dipperstick	1	\$ 9,003.00	\$ 9,003.00
7002	Auxiliary Hydraulics with One & Two Way Flow (Hammer & Thumb/Swinger)	1	\$ 5,315.00	\$ 5,315.00
7028	Pilot Controls, Two Lever, with Pattern Selection	1	\$ 2,997.00	\$ 2,997.00
7040	Three-Function Loader Hydraulics, Single Lever	1	\$ 3,517.00	\$ 3,517.00
7713	Rear Hydraulic Coupler for Pin-on Buckets - Less Thumb	1	\$ 9,360.00	\$ 9,360.00
7800	Less Backhoe Bucket with Bucket Pins	1	\$ 0.00	\$ 0.00
7861	Multi-Purpose Bucket	1	\$ 12,770.00	\$ 12,770.00
8062	Backhoe Boom Protection Plate	1	\$ 648.00	\$ 648.00
8075	Diagnostic Oil Sampling Ports	1	\$ 450.00	\$ 450.00
8096	Premium Mirror Option - Exterior Rear View Mirrors (2) and Front View Mirror (1)	1	\$ 199.00	\$ 199.00
8109	Sun Visor	1	\$ 102.00	\$ 102.00
8115	MFWD Driveshaft Guard	1	\$ 519.00	\$ 519.00
8125	Heavy-Duty Backhoe Bucket Cylinder	1	\$ 294.00	\$ 294.00
8142	LED Light Package	1	\$ 1,133.00	\$ 1,133.00
8182	Radio, Bosch Basic Package	1	\$ 940.00	\$ 940.00
8207	Seat, Cloth Air-Suspension	1	\$ 541.00	\$ 541.00



Selling Equipment

Quote Id: 31270716

Customer: CITY OF SAN FERNANDO CITY CLERK

8226	Strobe Light with Magnetic Mount	1	\$ 633.00	\$ 633.00
8313	Stabilizer Guard	1	\$ 551.00	\$ 551.00
Standard Options Total				\$ 65,163.00
Dealer Attachments				
	18 24 36 Inch Buckets	1	\$ 3,750.00	\$ 3,750.00
	Freight, PDI, Delivery	1	\$ 8,900.00	\$ 8,900.00
	Pallet Forks	1	\$ 2,945.00	\$ 2,945.00
9960T	PA40 Auger Drive w 36" Bit	1	\$ 9,700.00	\$ 9,700.00
	33X1220 Solid Tire Set	1	\$ 3,000.00	\$ 3,000.00
F9	1500 lb. Hydraulic Breaker	1	\$ 17,200.00	\$ 17,200.00
Dealer Attachments Total				\$ 45,495.00
Service Agreements				
	John Deere Extended Warranty - Comprehensive 12 Months (unlimited hours)	1	\$ 0.00	\$ 0.00
Service Agreements Total				\$ 0.00
Suggested Price				\$ 279,726.00
Customer Discounts				
Customer Discounts Total			\$ -100,719.33	\$ -100,719.33
Total Selling Price				\$ 179,006.67



Extended Warranty Proposal

JOHN DEERE 320 P-Tier Backhoe Loader

Date : July 26, 2024

Machine/Use Information		Plan Description		Price	
Manufacturer	JOHN DEERE	Application	Construction	Deductible	\$ 0.00
Equipment Type	320 P-TIER BACKHOE LOADER	Coverage	Comprehensive	List	\$ 0.00
Model	320 P-TIER BACKHOE LOADER	Total Months	12		
Country		Total Hours	0		

Extended Warranty is available only through authorized John Deere Dealers for John Deere Products, and may be purchased at any time before the product's Standard Warranty, or Extended Warranty expires.

Extended Warranty Proposal Prepared for:

I have been offered this extended warranty and

Customer Name - Please Print

☒ I ACCEPT the Extended Warranty

☐ I DECLINE the Extended Warranty

Customer Signature

If declined, I fully understand that any equipment listed above is not covered for customer expenses due to component failures beyond the original basic warranty period provided by John Deere.

Note : This is **not** a contract. For specific Extended Warranty coverage terms and conditions, please refer to the actual Extended Warranty contract for more information and the terms, conditions and limitations of the agreement.

What Extended Warranty is :
The Extended Warranty Program is for the reimbursement on parts and labor for covered components that fail due to faulty material or original workmanship that occur beyond the John Deere Basic Warranty coverage period. The agreement is between Deere & Company and the owners of select John Deere Construction and Forestry equipment, who purchase the Extended Warranty Plans for the desired coverage as indicated in this proposal.

What Extended Warranty is not :
Extended Warranty is not insurance. It also does not cover routine maintenance or high wear items, or insurance-related risks/perils such as collision, overturn, vandalism, wind, fire, hail, etc. It does not cover loss of income during or after an equipment failure. See the actual product-specific Extended Warranty agreement for a complete listing of covered components, and limitations and conditions under the program.

- Features/Benefits:**
- Extended Warranty includes the following features and benefits under the program :
 - Pays for parts and labor costs incurred on failed covered components (less any applicable deductibles),
 - Does not require pre-approval before repairs are made by the authorized John Deere dealership,
 - Payments are reimbursed directly to the dealership with no prepayment required by the contract holder.



180771-01

Oct 25, 2024

CITY OF SAN FERNANDO
Attention: Account Payable
YARD} 543 GLEN OAKS BLVD
SAN FERNANDO, California 91340-2911

Attention: James Dean

Dear James

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

One (1) New Caterpillar Inc. Model: 420 Backhoe Loader including standard and optional equipment as listed below.

Sourcewell #011723 - CAT

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Leo Jasso
Machine Sales Representative

One (1) New Caterpillar Inc. Model: 420 Backhoe Loader including standard and optional equipment as listed below.

STANDARD EQUIPMENT

BOOMS, STICKS, AND LINKAGES -BACKHOE -- 14'4" Center pivot backhoe -4.3 Meters -- Boom and swing transport locks -- Pilot operated backhoe and -electro hydraulic stabilizer controls -- Street type stabilizer shoes -- Anti-drift hydraulics (boom, stick, -and E-stick) -- Cat Cushion Swing(tm) system -LOADER -- Single Tilt Loader -- Lift cylinder brace -- Self-leveling loader with single -lever control -- Return-to-dig -(automatic bucket positioner) -- Transmission neutralizer switch -- Bucket level indicator -

POWERTRAIN -- Water separator -- Thermal starting aid system -- Dry type axial seal air cleaner with -integral precleaner -- Automatic dust ejection system -- Filter condition indicator -- Hydraulically boosted multi-plate -wet disk brake with dual pedals & -interlock -- Differential lock -- Torque converter -- Transmission-four speed manual shift -- Neutral safety switch -- Spin-on filters for -Fuel -Engine oil -Transmission oil -- Outboard Planetary Rear Axles -- Diesel particulate filter -- Hydrostatic power steering

HYDRAULICS -- Pilot hoe and mechanical loader -controls -- Load sensing, variable flow system -with 43 gpm (162 L/min) axial piston -pump -- 6 micron hydraulic filter -- Caterpillar XT-3 hose -- Hydraulic oil cooler -- Pilot control shutoff switch -- Flow-sharing hydraulic valves -- Hydraulic suction strainer -

ELECTRICAL -- 12 volt electrical start -- Horn, front and rear -- Backup alarm -- Hazard flashers/turn signals -- Halogen head lights (2) -- Halogen rear flood lights (2) -- Stop and tail lights -- Audible system fault alarm -- Key start/stop system -- 850 CCA maintenance free battery -- Battery disconnect switch -- External Power Receptacle (12v) -- Diagnostic ports for engine and -machine Electronic Control Modules

OPERATOR ENVIRONMENT -- Interior rearview mirror -- ROPS canopy, Rear Fenders -- 2-inch (50mm) retractable seat belt -- Tilt steering column -- Steering knob -- Hand and foot throttle -- Automatic Engine Speed Control -- One Touch Low Idle -- Floor mat and Coat Strap -- Lockable storage area -- Air suspension seat -

FLUIDS -- Antifreeze - Extended Life Coolant --20F (-30C)

OTHER STANDARD EQUIPMENT -- Standard Storage Box -- Transport tie-down points -- Ground line fill fuel tank with -42.3 gal (160L) capacity & 5 gal (19L) -diesel exhaust fluid -- Rubber impact strips on radiator -guard -- CD-ROM Parts Manual -- Safety Manual -- Operations and Maintenance Manual -- Lockable hood -- Tire Valve Stem Protection

MACHINE SPECIFICATIONS

420 07A BHL DCA3C	638-8317
LANE 1 ORDER	0P-9001
STICK, EXTENDABLE, 14FT	543-4284
PT, 4WD/2WS AUTOSHIFT	544-0930
ENGINE, 74.5KW, C3.6 DITA, T4F	541-9540
HYDRAULICS, MP, 6FCN/8BNK, ST	542-7774
COUNTERWEIGHT, 1015 LBS	337-9696
WORKLIGHTS (8) HALOGEN LAMPS	491-6734
AIR CONDITIONER, T4F	542-7810
420 07A BHL CFG2	542-7992
CAB, DELUXE	544-0883
DISPLAY, STANDARD	545-5047
LOADER BUCKET PINS	545-8548
LINES, COMBINED AUX, E-STICK	548-1231
RIDE CONTROL	551-6453
COLD WEATHER PACKAGE, 120V	551-6940
AUTO-UP STABILIZERS	567-5090
SEAT, DELUXE FABRIC	611-0339
BUCKET, LOADER (NONE)	325-5100
COUPLER, PIN LOCK, BL F	544-1901
BUCKET-HD, 24", 7.3 FT3, PL	247-1950
SEAT BELT, 3" SUSPENSION	206-1748
TIRES, 340 80-18/500 70-24, MX	533-0488
STABILIZER PADS, FLIP-OVER	9R-6007
INSTRUCTIONS, ANSI	559-0872
SERIALIZED TECHNICAL MEDIA KIT	421-8926
STANDARD RADIO (12V)	540-2298
PRODUCT LINK, CELLULAR, PLE643	639-4880
PLATE GROUP - BOOM WEAR	423-7607
GUARD, STABILIZER	353-1389
HAMMER, B8S, BHL	532-9300
SHIPPING/STORAGE PROTECTION	461-6839
RUST PREVENTATIVE APPLICATOR	462-1033
WACO DEALER PDI + FUEL	621-7419
PACK, DOMESTIC TRUCK	0P-0210
BUCKET-MP, 1.4YD3, PO, FORKS, BOCE	337-7447
BUCKET-HD, 18", 4.9 FT3, PL	247-1949
BUCKET-HD, 36", 12.2 FT3, PL	247-1952
AUGER, A68, BHL, 1/4YD PL	227-4360
BIT, AUGER 36"	153-4091
Solid tires (Front)	

Sub Total, Machine**202,134.00**

Min Member Disc

23.5%

(47,501.49)

Machine / Option Price

154,632.51**Work Tools / Attachments**

BUCKET-MP,1.4YD3,PO,FORKS,BOCE

BUCKET-HD, 18", 4.9 FT3, PL

BUCKET-HD, 36", 12.2 FT3, PL

AUGER, A68, BHL, 1/4YD PL

BIT, AUGER 36"

Sub Total**22,806.00**

Member Disc

23.5%

(5,359.41)

Work Tool / Attachments Price

17,446.59**Customer Invoice**

Machine / Option Price

154,632.51

Work Tool / Attachments Price

17,446.59

Pre-Tax Total

172,079.10

Pre-Prep Total

172,079.10**Nondiscountable Items**

Solid tires (Front)

1,640.00

Delivery

500.00

PDI

500.00

Machine Prep

2,700.00

Manuals, (1) set CD/DVD

1,200.00**Total****178,619.10**

WARRANTY & COVERAGE

Standard Warranty: 12 MONTHS FULL MACHINE

SELL PRICE	\$178,619.10
NET BALANCE DUE	\$178,619.10
SALES TAX (10.25%)	\$18,308.46
AFTER TAX BALANCE	\$196,927.56

F.O.B/TERMS:

Accepted by _____ on _____

Signature

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AGENDA REPORT

To: Vice Mayor Mendoza and Councilmembers

From: Nick Kimball, City Manager
By: Erika Ramirez, Director of Community Development

Date: December 4, 2024

Subject: A Continued Public Hearing to Consider Adopting an Ordinance Amending Chapter 106 (Zoning) of the San Fernando Municipal Code to Establish the Mixed Use Overlay Zone; Adopt an Ordinance Amending the Zoning Map to Add the Mixed-Use Overlay to Certain Properties in the C-1 and C-2 Zone Districts and Adopt a California Environmental Quality Act Mitigated Negative Declaration Addendum; and Continue to a Date Uncertain the adoption of an Ordinance Amending the San Fernando Corridors Specific Plan (SP-5) Figure 4.1 – City Land Use Districts and Overlays Map to Add the Downtown Residential Overlay and Flex Use Overlay to 12 Parcels and Adopting Mitigated Negative Declaration Addendum

RECOMMENDATION:

It is recommended that the City Council:

- a. Conduct a Public Hearing;
- b. Pending public testimony, approve introduction for first reading, in title only, and waive further reading of Ordinance No. 1728 (Attachment “A”) titled, “An Ordinance of the City Council of the City Of San Fernando, California amending Chapter 106 (Zoning) of the San Fernando Municipal Code to establish the Mixed Use Overlay Zone”; and
- c. Introduction for first reading, in title only, and waive further reading of Ordinance No. 1730 (Attachment “B”) titled, “An Ordinance of the City Council of the City Of San Fernando, California amending the Official City Zoning Map of the City of San Fernando to add the Mixed Use Overlay to certain properties in the C-1 and C-2 Zone Districts; and adopting a California Environmental Quality Act Mitigated Negative Declaration Addendum”; and
- d. Continue to a date uncertain, the introduction for the first reading of Ordinance 1729 titled “An Ordinance of the City Council of the City of San Fernando, California amending the Corridors Specific Plan (SP-5) Figure 4.1 – City Land Use Districts and Overlays Map to Add the Downtown Residential Overlay and Flex Use Overlay to 12 Parcels” and adopting a California Environmental Quality Act Mitigated Negative Declaration Addendum.

A Continued Public Hearing to Consider Adopting an Ordinance Amending Chapter 106 (Zoning) of the San Fernando Municipal Code to Establish the Mixed Use Overlay Zone; Adopt an Ordinance Amending the Zoning Map to Add the Mixed-Use Overlay to Certain Properties in the C-1 and C-2 Zone Districts and Adopt a California Environmental Quality Act Mitigated Negative Declaration Addendum; and Continue to a Date Uncertain the adoption of an Ordinance Amending the San Fernando Corridors Specific Plan (SP-5) Figure 4.1 – City Land Use Districts and Overlays Map to Add the Downtown Residential Overlay and Flex Use Overlay to 11 Parcels and Adopting Mitigated Negative Declaration Addendum

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BACKGROUND:

1. On June 6, 2022, the City Council adopted Resolution No. 8153 approving and adopting the City of San Fernando 2021-2029 Housing Element, which includes a Housing Plan with Goals, Policies, and Programs aimed at addressing the City's housing needs.
2. In 2022, the State Legislature passed Assembly Bill (AB) 1398, which requires jurisdictions to implement actions in their Housing Plan and provides appropriate zoning for these housing opportunity sites no later than October 2024.
3. On September 9, 2024, staff prepared a presentation for the Planning and Preservation Commission and Community to facilitate a workshop discussion. The Planning and Preservation Commission discussed the Mixed Use Overlay/Specific Plan projects, providing their feedback for the ordinances.
4. On October 14, 2024, a public hearing was held before the Planning and Preservation Commission to consider and provide a recommendation to the City Council on the proposed Mixed Use Overlay ordinance and Specific Plan amendment ordinance. There were no public speakers.
5. On November 18, 2024, a public hearing was held before the City Council to consider a Mixed Use Overlay ordinance and Specific Plan amendment. There were two (2) business owners that provided public comments in opposition of proposed Ordinance 1729. The City Council directed staff to provide additional information and continued the public hearing to December 4, 2024.

ANALYSIS:

The Housing Element of the City's general plan serves as a comprehensive framework for addressing the housing needs of the community across all income levels, as set by the state of California. It outlines the City's policies, goals, and programs to create, preserve, and improve housing opportunities and affordability. This element is crucial in meeting state-mandated requirements, ensuring the provision of adequate land for residential development, and promoting fair housing practices. In the current Housing Element, the City considered potential development on suitable sites and identified how zoning and development standards on the sites will facilitate housing. From this inventory, the City identified commercial zoned sites and Specific Plan sites as "Opportunity Sites" for future housing development.

A Continued Public Hearing to Consider Adopting an Ordinance Amending Chapter 106 (Zoning) of the San Fernando Municipal Code to Establish the Mixed Use Overlay Zone; Adopt an Ordinance Amending the Zoning Map to Add the Mixed-Use Overlay to Certain Properties in the C-1 and C-2 Zone Districts and Adopt a California Environmental Quality Act Mitigated Negative Declaration Addendum; and Continue to a Date Uncertain the adoption of an Ordinance Amending the San Fernando Corridors Specific Plan (SP-5) Figure 4.1 – City Land Use Districts and Overlays Map to Add the Downtown Residential Overlay and Flex Use Overlay to 11 Parcels and Adopting Mitigated Negative Declaration Addendum

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Mixed-Use Overlay

A typical mixed-use overlay zone is designed to promote development that combines residential, commercial, and sometimes industrial uses within a designated area. These overlays typically allows for flexible zoning standards that encourage a blend of uses in close proximity, maximizing land use efficiency, reducing reliance on car travel, and supporting economic vitality and social interaction. By facilitating a mix of uses, these overlay zones are intended to help create lively neighborhoods, enhance urban design, and support sustainable development goals.

Proposed Mixed-Use Overlay Zone

The proposed mixed-use overlay would be applied on top of the existing commercial zone, thereby creating flexibility for existing commercial properties by allowing 100% commercial development, 100% residential development, or mixed-use development. Commercial properties can continue with their current uses without changes to existing permitted uses or requirements. Additionally, the MUO permits 100% residential developments with a density range of 24-35 dwelling units per acre (du/ac).

For mixed-use projects, the proposed MUO Overlay requires a combination of non-residential and residential uses, with at least 25% of the floor area designated for non-residential uses and a required density of 20-35 du/ac, as detailed in Sec. 106-674 (Development Standards) of the proposed MOU zone. The proposed MOU standards address density, setbacks, site coverage, and building requirements, intending to promote high-quality, pedestrian-friendly developments compatible with the surrounding neighborhoods.

Ordinance No. 1728 would approve amending the City's zoning code to establish the MUO Zone as described above.

Proposed Parcels for MUO Overlay

As part of the 6th Cycle housing element update, cities were required to identify housing sites that would accommodate the development capacity of the City's RHNA allocation at all income levels. To achieve this, the City's 2021-2029 Housing Element included applying the MUO as one of the actions necessary to help the City meet its housing goals (Goal 5.0 Policy 5.1). The MUO was identified for 112 parcels (totaling 37.95 acres) in the C-1 and C-2 zones to encourage investment and redevelopment of commercial areas with residential uses. A map identifying these parcels is included as Attachment "A".

Ordinance No. 1730 would approve amending the City's Official Zoning Map to add the MUO to those identified properties and adopt an addendum to the adopted Mitigated Negative Declaration (MND) in accordance with the California Environmental Quality Act (CEQA).

A Continued Public Hearing to Consider Adopting an Ordinance Amending Chapter 106 (Zoning) of the San Fernando Municipal Code to Establish the Mixed Use Overlay Zone; Adopt an Ordinance Amending the Zoning Map to Add the Mixed-Use Overlay to Certain Properties in the C-1 and C-2 Zone Districts and Adopt a California Environmental Quality Act Mitigated Negative Declaration Addendum; and Continue to a Date Uncertain the adoption of an Ordinance Amending the San Fernando Corridors Specific Plan (SP-5) Figure 4.1 – City Land Use Districts and Overlays Map to Add the Downtown Residential Overlay and Flex Use Overlay to 11 Parcels and Adopting Mitigated Negative Declaration Addendum

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Property owners of C-1 or C-2 parcels not included in the 112 parcels identified through the Housing Element may in the future apply for the overlay to be added. This would require a Zoning Amendment application to be processed by the Planning Division, subject to review and recommendation from the Planning and Preservation Commission, and approval from the City Council.

SP-5 Amendment

A specific plan provides a tailored regulatory framework to guide development in a defined area, often with unique goals or vision, aligning with the City's General Plan. It includes detailed standards, policies, and design guidelines that address the unique characteristics and needs of the specific area. Specific plan can address land use, infrastructure, design, and community amenities, promoting cohesive and context-sensitive development while allowing for flexibility to adapt to changing conditions or objectives within the specific area.

The City's Corridors Specific Plan (SP-5) supports residential development and increases housing capacity through existing overlay districts. Parcels in the SP-5 were also identified as part of the 2021-2029 Housing Element Goal 5, Policy 5.1 to meet the City's RHNA of 1,795 units. To achieve RHNA, existing overlays are proposed for specific parcels in the SP-5. A map showing these parcel is included as Attachment "D".

Two existing overlay districts allow housing: (1) the Flex-Use Overlay (24-37 dwelling units/acre) and (2) the Downtown Residential Overlay (24-50 dwelling units/acre). These overlays are proposed for 12 parcels totaling 7.39 acres across three zones:

- **Downtown District:** 1 parcel will receive the Downtown Residential Overlay (24-50 du/acre) to allow residential uses.
- **General Neighborhood District:** 2 parcels will receive the Flex-Use Overlay (up to 43 du/acre). This will allow mixed use developments and live work units.
- **Workplace Flex District:** 9 parcels will receive the Flex-Use Overlay (24-37 du/acre) to allow residential uses.

Ordinance No. 1729 proposes amending the SP-5 Map to add the residential overlays to 12 parcels and adopting an addendum to the previously approved MND in accordance with CEQA. However, due to concerns expressed during the public hearing regarding residential uses on First Street, staff recommends continuing this ordinance to a later date. This extension will provide time to address the concerns and explore alternative sites within SP-5.

A Continued Public Hearing to Consider Adopting an Ordinance Amending Chapter 106 (Zoning) of the San Fernando Municipal Code to Establish the Mixed Use Overlay Zone; Adopt an Ordinance Amending the Zoning Map to Add the Mixed-Use Overlay to Certain Properties in the C-1 and C-2 Zone Districts and Adopt a California Environmental Quality Act Mitigated Negative Declaration Addendum; and Continue to a Date Uncertain the adoption of an Ordinance Amending the San Fernando Corridors Specific Plan (SP-5) Figure 4.1 – City Land Use Districts and Overlays Map to Add the Downtown Residential Overlay and Flex Use Overlay to 11 Parcels and Adopting Mitigated Negative Declaration Addendum

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Housing Element Implementation Requirement

Assembly Bill (AB) 1398, requires zoning changes for designated housing opportunity sites to occur no later than October 2024. Funds dedicated to the completion of this project were allocated through an enhancement approved by City Council as part of the Fiscal Year 2024-2025 Adopted Budget. Due to this time-sensitive deadline, staff selected Precision Civil Engineering through a call for service from the City's list of pre-approved on-call planning consultants, to assess and complete the project of implementing overlays onto the opportunity sites. This selection process allowed the City to expedite the completion of the project.

November 18, 2024 City Council Meeting

At a public hearing on November 18, 2024, the proposed MUO and amendment to SP-5 were presented to the City Council. Council directed staff to gather additional information pertaining to the parcels identified and to address specific concerns related to density, proposed development standards, and consequences of non-compliance with Housing Element laws. Responses to City Council questions and concerns are provided below.

Question #1: *What does the dwelling units per acre mean in terms of number of units or number of additional people?*

Reply: The number of units depends on the size of the property. For example, a 0.3 vacant property at the northwest corner of Chatsworth Drive and Hollister Street, proposed for the Mixed Use Overlay, allows 20 to 35 dwelling units per acre (du/ac). This means this property could accommodate 6 to 11 dwelling units total ($0.3 \times 20 = 6$ minimum units and $0.3 \times 35 = 10.5$ maximum units).

The number of people added depends on unit size and bedrooms. Larger units with 2–3 bedrooms might house more people per unit but fewer total units. For this property, development could add an estimated 12 to 20 residents.

A Continued Public Hearing to Consider Adopting an Ordinance Amending Chapter 106 (Zoning) of the San Fernando Municipal Code to Establish the Mixed Use Overlay Zone; Adopt an Ordinance Amending the Zoning Map to Add the Mixed-Use Overlay to Certain Properties in the C-1 and C-2 Zone Districts and Adopt a California Environmental Quality Act Mitigated Negative Declaration Addendum; and Continue to a Date Uncertain the adoption of an Ordinance Amending the San Fernando Corridors Specific Plan (SP-5) Figure 4.1 – City Land Use Districts and Overlays Map to Add the Downtown Residential Overlay and Flex Use Overlay to 11 Parcels and Adopting Mitigated Negative Declaration Addendum

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Question #2: *Are there existing developments that are similar in size to what is being proposed?*

Reply: An example, of a 6 to 10 unit development on a 0.3 acre of land as described in Question No. 1, is located at 777 N. Brand Avenue. It has eight (8) one-bedroom apartment units and the property is 0.29 acres.



A comparable example of a larger multi-family development, similar to the proposed 35 du/ac is located at 1075-1101 N. Maclay Avenue. This 1.3-acre property contains 37 units at maximum density of 37 du/ac. The units are arranged in clusters of multiple buildings behind each other, with only one building visible from the street on either side of the driveway.



Question #3: *Can a tree requirement be added?*

Reply: Yes, the proposed MUO ordinance included a Landscape requirements section, which has been revised to include planting of new trees and additional landscape area along the public right-of-way. These standards will also be included in the upcoming zoning code update. The surface parking lot standards listed below are current requirements in SP-5.

A Continued Public Hearing to Consider Adopting an Ordinance Amending Chapter 106 (Zoning) of the San Fernando Municipal Code to Establish the Mixed Use Overlay Zone; Adopt an Ordinance Amending the Zoning Map to Add the Mixed-Use Overlay to Certain Properties in the C-1 and C-2 Zone Districts and Adopt a California Environmental Quality Act Mitigated Negative Declaration Addendum; and Continue to a Date Uncertain the adoption of an Ordinance Amending the San Fernando Corridors Specific Plan (SP-5) Figure 4.1 – City Land Use Districts and Overlays Map to Add the Downtown Residential Overlay and Flex Use Overlay to 11 Parcels and Adopting Mitigated Negative Declaration Addendum

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- All new development projects shall provide a minimum one (1) 15-gallon, native canopy tree within a street facing setback on the private property when feasible, in accordance with Division 4 of Article III. If a street facing setback cannot contain a tree, the tree shall be provided on other areas of the site. (This language was crafted based on a recommendation from the Planning and Preservation Commission)
- The following standards shall apply to mixed use development with surface parking lots (non-underground parking lots):
 - A minimum of two (2) percent of parking lot area shall be landscaped and shall be arranged as to emphasize visual attractiveness as viewed by the public from surrounding streets and walkways.
 - A minimum five (5)-foot landscape buffer strip shall be provided between a parking lot and public right-of-way.
 - Parking lot canopy trees shall be provided at the ratio of one (1) tree for every four (4) parking spaces.
 - The total area of any project not devoted to lot coverage and paving shall be landscaped, irrigated, and maintained in compliance with the requirements of this section.
 - All areas of a project site not intended for a specific use, including pad sites held for future development, shall be landscaped, unless it is determined by the Community Development Director that landscaping is not necessary to fulfill the purpose of this section.

Question #4: *Can material requirements be added?*

Reply: Yes, the proposed MUO ordinance included a Building Standards section, which has been revised to include the following façade requirements.

Materials and Colors.

- The street-facing façade shall use at least two different façade materials and colors, each covering a minimum of 20 percent of the street-facing façade.

A Continued Public Hearing to Consider Adopting an Ordinance Amending Chapter 106 (Zoning) of the San Fernando Municipal Code to Establish the Mixed Use Overlay Zone; Adopt an Ordinance Amending the Zoning Map to Add the Mixed-Use Overlay to Certain Properties in the C-1 and C-2 Zone Districts and Adopt a California Environmental Quality Act Mitigated Negative Declaration Addendum; and Continue to a Date Uncertain the adoption of an Ordinance Amending the San Fernando Corridors Specific Plan (SP-5) Figure 4.1 – City Land Use Districts and Overlays Map to Add the Downtown Residential Overlay and Flex Use Overlay to 11 Parcels and Adopting Mitigated Negative Declaration Addendum

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- All façade materials and colors, such as siding, window types, and architectural details, used on the street-facing façade shall be used on all other building façades.

Question #5: *What is the current density for the property at the corner of Macneil Street and 3rd Street? If there is already residential, how many additional units will be possible?*

Reply: The property at 215 Macneil Street is a church and an elderly day care center, with possibly one residential unit for the priest. The proposed MUO would allow 20-35 du/ac. Since the property is approximately 1.14 acres, it could have a maximum of 39 units, potentially 38 more than it currently has.

Question #6: *Would applying the MUO infringe on the rights of current commercial uses or properties?*

Reply: No, the proposed MUO does not replace the current C-1 or C-2 zoning. Existing commercial use can remain and expand. The proposed MUO would allow existing commercial properties to be redeveloped as 100% residential, 100% commercial, or a mix of both (mixed-use). The proposed MUO regulations include the following requirements to ensure commercial and residential uses can coexist:

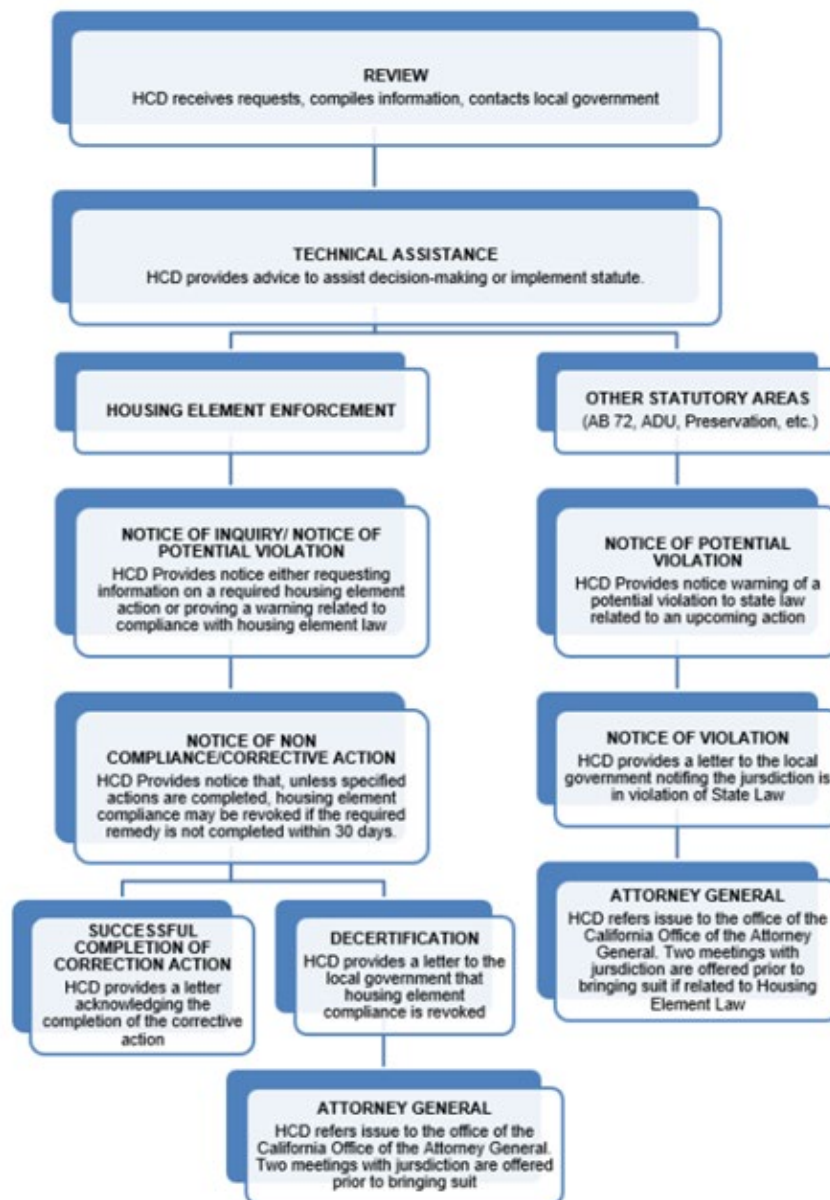
- After approval, a mixed-use building shall not be converted to entirely residential use.
- A City-approved covenant shall be executed by the owner of each residential unit within a mixed use development for recording in the land records of Los Angeles County, and shall include statements that the occupant(s) understand(s) and accept(s) the person is living in a mixed use development, and that commercial activities are permitted pursuant to the regulations in the SFMC. If the project includes rental residential units, the project owner shall execute such covenant and a copy of the recorded covenant shall be provide to each new occupant of the rental units.

Question #7: *What happens if the MUO is not approved?*

Reply: HCD has an established enforcement process to evaluate a City's compliance with state housing laws. The process is illustrated by the flow chart below.

A Continued Public Hearing to Consider Adopting an Ordinance Amending Chapter 106 (Zoning) of the San Fernando Municipal Code to Establish the Mixed Use Overlay Zone; Adopt an Ordinance Amending the Zoning Map to Add the Mixed-Use Overlay to Certain Properties in the C-1 and C-2 Zone Districts and Adopt a California Environmental Quality Act Mitigated Negative Declaration Addendum; and Continue to a Date Uncertain the adoption of an Ordinance Amending the San Fernando Corridors Specific Plan (SP-5) Figure 4.1 – City Land Use Districts and Overlays Map to Add the Downtown Residential Overlay and Flex Use Overlay to 11 Parcels and Adopting Mitigated Negative Declaration Addendum

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If HCD determines that a city is not complying with housing element laws—either through inaction or improper actions—it can revoke the city's certification of its Housing Element. This loss of certification can lead to certain consequences, such as withheld funding and the removal of local control over housing and land use decisions. Key impacts include:

A Continued Public Hearing to Consider Adopting an Ordinance Amending Chapter 106 (Zoning) of the San Fernando Municipal Code to Establish the Mixed Use Overlay Zone; Adopt an Ordinance Amending the Zoning Map to Add the Mixed-Use Overlay to Certain Properties in the C-1 and C-2 Zone Districts and Adopt a California Environmental Quality Act Mitigated Negative Declaration Addendum; and Continue to a Date Uncertain the adoption of an Ordinance Amending the San Fernando Corridors Specific Plan (SP-5) Figure 4.1 – City Land Use Districts and Overlays Map to Add the Downtown Residential Overlay and Flex Use Overlay to 11 Parcels and Adopting Mitigated Negative Declaration Addendum

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1. **Loss or delay of state and federal funding:** For example, the City could lose access to Senate Bill (SB) 1 funding, which brought in approximately \$600,000 last year for road maintenance and repair and other transportation-related projects.
2. **Legal action:** The California Attorney General (OAG) can intervene, with fines starting at \$10,000 per month and additional attorney costs under SB 1037 to enforce the adoption of housing element revisions, among other statutes.
3. **Court penalties:** Courts can imposed fines, mandated approval of certain housing projects, or require rezoning of land within the City.
4. **Loss of City's control:** A court-appointed agent could take over housing compliance efforts, including land use decisions and building permit approvals.
5. **Shortened Housing Element cycle:** The City could be moved from an 8-year to a 4-year housing element update cycle.
6. **"Builder's remedy" applications:** CA Government Code Section 65589.5(d)(5), known as the "builder's remedy" allows developers to bypass local zoning rules to build housing projects. However, as of 2024, this law excludes sites that share a property line with heavy industrial uses, such as steel manufacturing, oil refining, or mining, and other similar industrial uses.

Question #8: *Can each parcel be shown individually with the size of the parcel and number of possible units?*

Reply: Yes. Aerial views of each property with the acreage and the maximum number of residential units is included as Attachment "F".

Question #9: *If not approving the MUO, how can the entire city be opened up to more density than just the areas in the MUO?*

Reply: If the City fails to implement the Housing Element programs needed to meet its RHNA allocation, the state may revoke certification of the 2021-2029 Housing Element. This would put the City out of compliance with State Housing Law and subject to various penalties, including the "builder's remedy," which could have significant impacts on the community.

The builder's remedy, a provision of California's Housing Accountability Act, allows developers to bypass local zoning rules, such as limits on building height or

A Continued Public Hearing to Consider Adopting an Ordinance Amending Chapter 106 (Zoning) of the San Fernando Municipal Code to Establish the Mixed Use Overlay Zone; Adopt an Ordinance Amending the Zoning Map to Add the Mixed-Use Overlay to Certain Properties in the C-1 and C-2 Zone Districts and Adopt a California Environmental Quality Act Mitigated Negative Declaration Addendum; and Continue to a Date Uncertain the adoption of an Ordinance Amending the San Fernando Corridors Specific Plan (SP-5) Figure 4.1 – City Land Use Districts and Overlays Map to Add the Downtown Residential Overlay and Flex Use Overlay to 11 Parcels and Adopting Mitigated Negative Declaration Addendum

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density, in cities without a compliant Housing Element. This means the city cannot deny certain housing projects, even if they exceed local zoning or general plan requirements.

Projects eligible under the builder's remedy include:

- Residential developments
- Residential mixed-use developments
- Emergency, transitional, or supportive housing

For developments with over 10 units, the builder's remedy requires either:

- 20% of units reserved for lower-income households (earning 50-80% of area median income, or \$110,950 for a household of four), or
- 100% of units reserved for moderate-income households (earning 80-120% of area median income, or \$117,850 for a household of four).

Question #10: *Can we reduce the City's RHNA if the City demonstrates the infrastructure or City's services cannot handle the additional residential units?*

Reply: No, the appeal period for the current 2021-2029 planning cycle ended in January 2021. The 7th Cycle RHNA projections are expected to be released in 2026, and the City will remain actively engaged with SCAG to ensure participation in the allocation process.

In 2019, SCAG received its 6th Cycle RHNA of approximately 1.3 million housing units from HCD. SCAG submitted a letter of objection, proposing an alternative calculation method for RHNA. In response, HCD lowered the allocation by slightly more than 2,900 units, leaving the total essentially unchanged.

SCAG assigned the City of San Fernando a final RHNA allocation of 1,795. In 2020, the City appealed this allocation, citing concerns such as job-housing balance, sewer and water infrastructure limitations, and availability of land. Ultimately, the appeal was denied. Correspondences between SCAG and the City regarding this appeal is included for reference (Attachment "E").

In addition to the appeal, the City has submitted letters opposing various state legislation proposals that would increase density and supporting of legislation that would maintain local control over land use matters. These letters are also included in Attachment "E".

A Continued Public Hearing to Consider Adopting an Ordinance Amending Chapter 106 (Zoning) of the San Fernando Municipal Code to Establish the Mixed Use Overlay Zone; Adopt an Ordinance Amending the Zoning Map to Add the Mixed-Use Overlay to Certain Properties in the C-1 and C-2 Zone Districts and Adopt a California Environmental Quality Act Mitigated Negative Declaration Addendum; and Continue to a Date Uncertain the adoption of an Ordinance Amending the San Fernando Corridors Specific Plan (SP-5) Figure 4.1 – City Land Use Districts and Overlays Map to Add the Downtown Residential Overlay and Flex Use Overlay to 11 Parcels and Adopting Mitigated Negative Declaration Addendum

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To address infrastructure concerns as the City grows, the proposed MUO ordinance has been revised to include the following procedural requirements.

- As part of the Site Plan Review or Conditional Use Permit submittal, the applicant shall submit a copy of a sewer and water capacity analysis prepared by a licensed engineer that shows that existing or proposed sewer and water infrastructure is adequate to support operations of the mixed use development.
- As part of the Site Plan Review or Conditional Use Permit submittal, the applicant shall submit a copy of a fiscal analysis that provides a detailed evaluation of the potential financial impacts on municipal services, including any projected increase in costs of providing municipal services like police, fire, and code enforcement services.

Question #11: *What specific examples are there of the state taking enforcement action and what are some examples of cities being successful in pushing back against the state?*

Reply: HCD hosts an Accountability and Enforcement webpage (hcd.ca.gov/planning-and-community-development/accountability-and-enforcement) featuring the Housing Accountability Dashboard, which provides a comprehensive overview of actions taken by its Housing Accountability Unit (HAU) since January 2020. Updated weekly, the dashboard includes:

- Technical assistance and enforcement letters issued by HCD
- Legal actions and outcomes
- Stipulated judgments and settlement agreements with various cities
- Guidelines for requesting technical assistance
- Details on the enforcement process
- Relevant Government Code sections that expand, clarify, or strengthen HCD's authority

HCD has filed lawsuits against several cities for noncompliance with housing laws, including:

- **Anaheim** for requiring and then denying a permit for transitional housing for women with mental health disabilities who recently experienced homelessness.
- **Huntington Beach** for failing to adopt a housing element.

A Continued Public Hearing to Consider Adopting an Ordinance Amending Chapter 106 (Zoning) of the San Fernando Municipal Code to Establish the Mixed Use Overlay Zone; Adopt an Ordinance Amending the Zoning Map to Add the Mixed-Use Overlay to Certain Properties in the C-1 and C-2 Zone Districts and Adopt a California Environmental Quality Act Mitigated Negative Declaration Addendum; and Continue to a Date Uncertain the adoption of an Ordinance Amending the San Fernando Corridors Specific Plan (SP-5) Figure 4.1 – City Land Use Districts and Overlays Map to Add the Downtown Residential Overlay and Flex Use Overlay to 11 Parcels and Adopting Mitigated Negative Declaration Addendum

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- **Elk Grove** for denying a supportive housing project.
- **La Cañada Flintridge** for rejecting 80 mixed-income housing units in a “builder’s remedy” project.
- **Norwalk** for adopting a moratorium on supportive housing, transitional housing, single-room housing, and emergency shelters.

Courts ruled in favor of HCD in all cases, except for Norwalk, which is still pending. More details are available on the dashboard.

Additionally, a group of charter cities—including Whittier, Redondo Beach, Carson, Torrance, and Del Mar—sued the state over SB 9, arguing it was unconstitutional. SB 9 allows up to four units per single-family lot. A judge ruled that SB 9 cannot override charter cities' zoning authority because it doesn't mandate low-income housing. The state has declared it's intend to appeal.

Public Comments:

Public comments were provided by business owners, expressing concerns about the amendment to SP-5 that proposes applying the Flex Use Overlay to properties along First Street. The application of the Flex Use Overlay would allow for residential uses. Staff will review these properties and conduct further analysis in response to the comments, as well as to Council's questions related to the proposed SP-5 amendment. The matter of the SP-5 amendment will be presented to the Council at a later date for further consideration.

Next Steps

If ordinances are adopted they will be submitted to HCD for review and approval.

In response to public concerns regarding the proposed amendment to SP-5's Map, staff will review the issues raised and explore alternative sites within SP-5. The proposed amendment will be presented to City Council for consideration after the New Year.

Environmental Review

Pursuant to CEQA Guidelines Section 15164, an addendum to the previously approved MND (SCH#2021120390) for the San Fernando 2021-2029 Housing Element Update, dated December 16, 2021, has been prepared for the proposed project.

A Continued Public Hearing to Consider Adopting an Ordinance Amending Chapter 106 (Zoning) of the San Fernando Municipal Code to Establish the Mixed Use Overlay Zone; Adopt an Ordinance Amending the Zoning Map to Add the Mixed-Use Overlay to Certain Properties in the C-1 and C-2 Zone Districts and Adopt a California Environmental Quality Act Mitigated Negative Declaration Addendum; and Continue to a Date Uncertain the adoption of an Ordinance Amending the San Fernando Corridors Specific Plan (SP-5) Figure 4.1 – City Land Use Districts and Overlays Map to Add the Downtown Residential Overlay and Flex Use Overlay to 11 Parcels and Adopting Mitigated Negative Declaration Addendum

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Public Hearing Notice

Public notice for November 18, 2024, was provided in accordance with San Fernando Municipal Code Section 106-72. The public hearing was continued to December 2, 2024.

BUDGET IMPACT:

The preparation of these ordinances was an enhancement approved by City Council as part of the Fiscal Year 2024-2025 Adopted Budget.

CONCLUSION:

Staff recommends that the City Council conduct a Public Hearing; pending public testimony, consider approving:

- a. Ordinance No. 1728 (Attachment “A”) amending Chapter 106 (Zoning) of the San Fernando Municipal Code to establish the MUO Zone;
- b. Ordinance No. 1730 (Attachment “B”) amending the City Zoning Map to add the MUO to designated properties in the C-1 and C-2 Zone Districts; and adopting an addendum to the previously approved MND; and
- c. Continue to a date uncertain, the introduction of Ordinance 1729, amending the Corridors Specific Plan (SP-5) Figure 4.1 – City Land Use Districts and Overlays Map to Add the Downtown Residential Overlay and Flex Use Overlay to 12 Parcels and Adopting Mitigated Negative Declaration Addendum.

ATTACHMENTS:

- A. Ordinance No. 1728
Exhibit A – Proposed updates to San Fernando Municipal Code (SFMC) Chapter 106 (Zoning)
- B. Ordinance No. 1730
Exhibit A – Proposed City Zoning Map
Exhibit B- List of Parcels
- C. Addendum to Mitigated Negative Declaration (SCH 2021120390) for the San Fernando Housing Element Update
- D. Proposed SP-5 Amendment
- E. City Letters
- F. Aerial views of parcels

ORDINANCE NO. 1728

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO,
CALIFORNIA AMENDING CHAPTER 106 (ZONING) OF THE SAN FERNANDO
MUNICIPAL CODE TO ESTABLISH THE MUO MIXED USE OVERLAY ZONE IN
DESIGNATED AREAS OF THE CITY**

WHEREAS, California Constitution Article XI, Section 7, enables the City of San Fernando (the "City") to enact local planning and land use regulations; and

WHEREAS, the authority to adopt and enforce zoning regulations is an exercise of the City's police power to protect the public health, safety, and welfare; and

WHEREAS, in June 6, 2022, the City Council adopted Resolution No. 8153 approving and adopting the City of San Fernando 2021-2029 Housing Element, which includes a Housing Plan with Goals, Policies, and Programs aimed at addressing the City's housing needs; and

WHEREAS, in the Housing Element, the City considered potential development on suitable sites and identified how zoning and development standards on the sites will facilitate housing. From this inventory, the City identified commercial zoned sites and Specific Plan sites as "Opportunity Sites" for future housing development; and

WHEREAS, in 2022 the State Legislature passed AB 1398, which requires jurisdictions to implement actions in their Housing Plan which provides appropriate zoning for these housing opportunity sites no later than October 2024; and

WHEREAS, pursuant to San Fernando City Code Section 106-19(c), an official amendment to the zoning text may be adopted by the City Council only if the following findings of fact can be made in a positive manner: 1) the proposed amendment is consistent with the objectives, policies general land uses and programs of the City's General Plan; and 2) the adoption of the proposed amendment would not be detrimental to the public interest, health, safety, convenience or welfare; and

WHEREAS, the Planning and Preservation Commission, as part of its regular meeting of October 14, 2024, conducted a duly noticed public hearing on the proposed code amendment, and all testimony was received and made part of the public record.

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. Environmental Addendum Findings. This project is subject to an addendum under the California Environmental Quality Act (CEQA) Guidelines Section 15164, since it can be seen with certainty that potential amendments to the municipal code are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred.

SECTION 3 **Zoning Text Amendment Findings.** Pursuant to San Fernando City Code Section 106-19 (Zoning Text Amendments) the following findings for adoption of the proposed amendment can be made in a positive manner as follows:

- a. The proposed amendment is consistent with the objectives, policies, general land uses and programs of the city's general plans.

The proposed zoning text amendment will establish the MUO Mixed Use Overlay Zone in designated areas of the city. The proposed amendment will satisfy Policy 5.1 of the San Fernando General Plan Housing Element. Policy 5.1 calls for the reduction and removal of government barriers, to reduce costs of housing production and facilitate ownership and rental opportunities for all residents. The proposed amendment will add residential uses to existing-residential uses and encourage investment and redevelopment in commercial areas with residential uses. The proposed amendment will preserve general land uses and allow flexibility in existing commercial properties.

- b. The adoption of the proposed amendment would not be detrimental to the public interest, health, safety, convenience or welfare.

The proposed zoning text amendment (Exhibit A) will establish the MUO Mixed Use Overlay Zone to the zoning code. The MUO Mixed Overlay Zone will bring flexibility to existing commercial properties, allowing property owners and developers to add residential uses to their properties. The proposed amendment includes development standards that ensure compatibility with adjacent properties. Thus, the text amendment would not be detrimental to the public interest, health, safety, convenience or welfare because the proposed MUO Mixed Use Overlay Zone will encourage investment, redevelopment, and foster community interaction and create a walkable neighborhood, while ensuring compatibility.

SECTION 4. 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 5. **Certification.** The City Clerk shall certify the passage of this Ordinance and shall cause the same to be entered in the book of original ordinances of said City; shall make a minute passage and adoption thereof in the records of the meeting at which time the same is passed and adopted; and shall, within fifteen (15) days after the passage and adoption thereof, cause the same to be published as required by law, in a local newspaper of general circulation and which is hereby designated for that purpose.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of San Fernando at its Regular Meeting held 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 Padilla, City Attorney

CERTIFICATION

I, City Clerk of the City of San Fernando, do hereby certify that the above and foregoing is a full, true, and correct copy of Ordinance No. 1728 which was introduced on December 2, 2024, and adopted by the City Council of the City of San Fernando, California at a regular meeting duly held on the ____ day of _____, 2024 by the following vote of the City Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHERE OF, 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

EXHIBIT "A"

Proposed updates to San Fernando Municipal Code (SFMC) Chapter 106 (Zoning)

City of San Fernando Municipal Code, Chapter 106, Article II, Division 6.**Subdivision III. – MUO Mixed Use Overlay****Sec. 106-173. – Intent and purpose.**

The MUO mixed use overlay zone is established to provide development opportunities for integrated, complementary residential and commercial development on the same parcel or a contiguous group of parcels. The MUO zone may be applied as an additional zone classification to land zoned C-1 limited commercial zone or C-2 commercial zone.

Sec. 106-174. – Uses permitted.

- A. Property may be developed solely for residential uses at a density range of 20-35 units per acre.
- B. Property may be developed solely for uses permitted or conditionally permitted in accordance with the provisions of the underlying zoning district.
- C. Uses mandated by state law to be permitted in mixed use zone districts are permitted in the Mixed Use Overlay (Transitional and Supportive Housing, Low Barrier Navigation Centers and Accessory Dwelling Units).
- D. If property is developed with a mix of residential and non-residential uses within the same project area, the following are required:
 - 1. For the commercial component, property may be developed with uses permitted or conditionally permitted in accordance with the provisions of the underlying zoning district, except for the specific limitation identified in Section 106-673-(3)j.
 - 2. Commercial uses are required on the ground floor adjacent to arterial streets and at all corners adjacent to arterial streets.
 - 3. On corner parcels, the non-residential use shall turn (wrap around) the corner for a distance of at least 30-feet, or at least 50% of the building façade, whichever is less. The termination of use shall occur at an architectural break in the building.
 - 4. For buildings located within 20 feet of a public street, the non-residential component of a mixed-use project shall contain at least 60% pedestrian-oriented commercial uses intended to increase pedestrian activity on the adjacent streets. Other non-residential uses may be substituted for commercial uses, if authorized by a resolution of the Planning and Preservation Commission, provided, it can be demonstrated that such non-residential use will increase pedestrian activity on the adjacent streets and is not a prohibited use listed below.
 - 5. All commercial tenant spaces on the ground floor shall have a minimum depth of 30 feet.

6. Overall commercial floor area shall be a minimum of 25% of the project's total gross floor area.
7. The minimum residential density permitted is 20 units per acre.
8. The permitted residential component of the mixed-use project includes:
 - a. Multiple-family dwellings;
9. A live-work unit, defined as a dwelling unit that combines residential and commercial or office space within the same space, shall be considered a residential unit or development in the Mixed Use Overlay. A live-work unit or development must comply with all building code requirements which may require size, separation and use requirements and limitations.
10. The following uses and activities shall not be permitted within the Mixed Use Overlay zone when a mixed use project is proposed:
 - a. Vehicle maintenance or repair (e.g., body or mechanical work, including boats and recreational vehicles), vehicle detailing and painting, upholstery, or any similar use.
 - b. Storage of flammable liquids or hazardous materials beyond that normally associated with a residential use.
 - c. Manufacturing or industrial activities, including but not limited to welding, machining, or any open flame work.
 - d. Any activity or use, as determined by the responsible review authority to not be compatible with residential activities and/or to have the possibility of affecting the health or safety of live/work unit residents due to the potential for the use to create dust, glare, heat, noise, noxious gases, odor, smoke, traffic, vibration or other impacts, or would be hazardous because of materials, processes, products, or wastes.
11. After approval, a mixed-use building shall not be converted to entirely residential use.
12. A City-approved covenant shall be executed by the owner of each residential unit within a mixed use development for recording in the land records of Los Angeles County, and shall include statements that the occupant(s) understand(s) and accept(s) the person is living in a mixed use development, and that commercial activities are permitted pursuant to the regulations in the SFMC. If the project includes rental residential units, the project owner shall execute such covenant and a copy of the recorded covenant shall be provide to each new occupant of the rental units.

Sec. 106-175. – Development standards.

Any project developed pursuant to this division shall comply with the following, and any permit issued shall be subject to such provisions established as conditions of approval. Please note if residential uses are not proposed, only the Development Standards of the underlying zone district apply:

TABLE: DEVELOPMENT STANDARDS – MIXED-USE OVERLAY (MUO)				
District	MUO (100% Commercial)	MUO (100% Residential)	MUO Mixed-Use	Additional Regulations
Density (du/acre)	N/A	20-35	20-35	
Floor Area Ratio (FAR)	[1]	N/A	[1] [6]	
Yards/ setbacks (ft.)				
Front (min./max.)	[1]	5/10 [3][4]	0/15 [2][4]	
Street side (min./max.)	[1]	5/10 [3][4]	0/0 [2][4]	
Interior Side (min.)	[1]	5 [5]	0 [5]	
Rear	[1]	5 [5]	0 [5]	
Maximum height (ft.)	[1]	45 [7]	45 [7]	
Building site coverage (max. %)	[1]	80	80	
Open space standards (sq ft.)				Sec. 106-175 C.
Private (min.)	N/A	80	60	
Common (min.)	N/A	100	100	
<p>[1] Follow the base zone district (Section C-1 & C-2) development standards.</p> <p>[2] A 0-15-foot setback is allowed to accommodate pedestrian-oriented outdoor uses and amenities which the Director of Community Development determines are appropriate to an urban setting, such as outdoor patio dining areas, plazas and courtyards, fountains, public art, entry forecourts, and landscaping. [3] A reduced setback may be permitted if the ground floor is used for non-living areas such as manager's office, gym, etc.</p> <p>[4] A 15-foot setback is required when abutting single family residential uses to match front yard setback.</p> <p>[5] A 10-foot setback is required if proposed or existing uses will abut existing or proposed non-residential uses.</p> <p>[6] Applies to the non-residential components of the project only</p> <p>[7] Certain Roof mounted structures may exceed height. See section Division 6, of Article V.</p>				

A. General Standards

1. Screening. When a multi-story building is proposed and the second story or above is located within 50 feet of the side or rear yard of a single-family lot, screening measures should be applied to provide a reasonable degree of privacy.
 - a. Screening measures include, but are not limited to, landscaping, alternate window and balcony placements, placing windows at least six feet from the floor of the

interior of the unit, incorporating wing walls or louvers, using glass block or other translucent material, and other such methods.

- b. Sufficiency of Screening. The Planning and Preservation Commission shall determine the sufficiency of the proposed screening measures and may require additional measures.

2. Security Barriers.

- a. Any security barriers installed on the windows or the doors of the premises shall be installed only on the interior of the building and in compliance with all City Building, Zoning, and Fire Codes.
- b. Security barriers shall meet the following criteria:
 - i. Only open grill design security systems located on the inside of the building shall be permitted on elevations visible from the street.
 - ii. Open grill design security systems shall be primarily transparent with not less than seventy-five percent (75%) visibility from the street.
 - iii. Solid roll-down security doors are prohibited unless part of a vehicle loading bay.
 - iv. Interior security gates shall be opened and fully retracted during the hours of operation.

B. Building Standards

- a. Façade modulation and articulation.
 - i. Building Length Articulation. At least one projection or recess shall be provided for every 50 horizontal feet of wall in one of the following manners:
 - 1. Projections or recesses for buildings 50 feet wide or less shall be exempted from the building length articulation requirement; projections or recesses for buildings greater than 50 feet in width but less than 100 feet in width shall be no less than 12 inches in depth; or projections or recesses for buildings 100 feet wide or wider shall be no less than 24 inches in depth.
 - 2. The depth and width of the projection or recess shall be proportionate to the overall mass of the building.
 - ii. Building Height Articulation. In order to maintain a human scale for multi-story buildings, the height of façades shall be broken into smaller increments as follows:
 - 1. Ground Floor. A substantial horizontal articulation of the façade shall be applied at the top of the first story. This element shall be no less than 18 inches tall, and should project from the adjacent wall plane. It shall be designed as a cornice, belt course, or a similar architectural element which is appropriate to the style of the building.

2. Top Floor. Buildings or portions of buildings which are three stories in height or taller shall also provide articulation for the top story of the building. This may be accomplished by a color change, material change, a cornice/belt course at the bottom of the uppermost story, by stepping the uppermost story back, or similar measures.

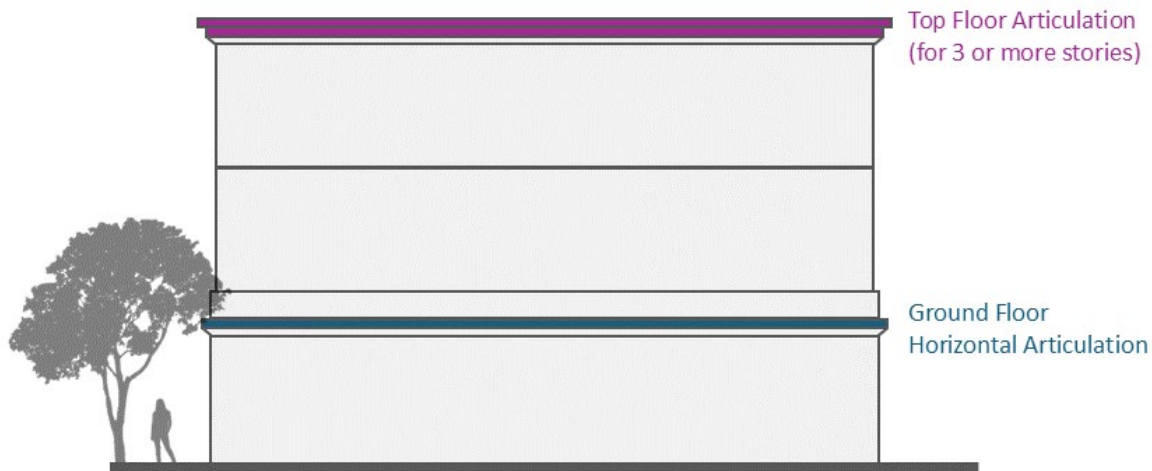


Figure. Building Height Articulation

- iii. Blank building facades shall be prohibited. Building facades without the use of windows or doors shall not span a continuous horizontal length greater than 20 feet across any story.



Figure. Blank Façade

- b. Materials and Colors.
 - i. The street-facing façade shall use at least two different façade materials or colors, each covering a minimum of 20 percent of the street-facing façade.

- ii. All façade materials and colors, such as siding, window types, and architectural details, used on the street-facing façade shall be used on all other building façades.
- c. Transparency. Placement and orientation of doorways, windows, and landscape elements shall create strong, direct relationships with the street. Street-facing façades of all buildings shall incorporate windows and openings providing light to adjacent spaces, rooms, and uses.
 - i. Commercial ground-floor uses. Windows and openings facing streets shall constitute a minimum of 50% of street-facing building faces. Windows shall provide a clear and transparent view into ground floor-uses or shall display merchandise to reinforce a pedestrian scale. Film may be provided to protect from the sun or as required to satisfy State or local energy efficiency requirements as long as some level of transparency is maintained.
 - ii. Commercial upper-floor uses. Windows and openings facing streets shall constitute a minimum of 40% of street-facing building faces.
 - iii. Residential ground-floor uses. Windows and openings facing streets shall constitute a minimum of 30% of street-facing building faces.
 - iv. Residential upper-floor uses. Windows and openings facing streets shall constitute a minimum of 20% of street-facing building faces.
- C. Open Space Standards. Maintaining open space areas provides recreational opportunities, allows sunlight to enter into living spaces and provides a spacious and inviting feel. Open space requirements are as follows:
 - a. Private open space(s) attached to residential units shall be designed to avoid direct visibility into the interiors of adjacent units.
 - b. Any common open space shall measure at least 15 feet in length in any direction. A minimum of 25 percent of the total area of the common open space shall be landscaped.
 - c. The following regulations apply to required residential open space areas within all mixed-use zoned lots.
 - i. More than one open space area may be provided on a lot. The sum of square footages for all eligible open space areas on a lot shall comprise the total open space area for that lot.
 - ii. Required side or rear yard areas may be included in the calculated open space area but a required front yard area may not.
 - iii. All required open space shall be usable. Usable open space shall be improved to support residents' passive or active use. Such open space shall be located on the same parcel as the dwelling units for which it is required. The computation of such open space shall include no obstructions other than devices and structures designed to enhance its usability, such as swimming pools, changing facilities, fountains, planters, benches, and landscaping.

- iv. Open space areas shall have no parking, driveway or right-of-way encroachments.
- v. Usable open space does not need to be located on the ground. Rooftop gardens and rooftop landscaping, including rooftops above parking structures, may be used to satisfy the open space requirement. Rooftop open space features and vertical projections such as sunshade and windscreen devices, open trellises, and landscaping shall not exceed 16-feet in height beyond the maximum permitted height.
- d. Landscaping. A landscaping plan for all common open areas shall be submitted with the other plans. Approval of the landscape element shall include approval of an acceptable watering system, and assurance of continued maintenance.
 - a. All new development projects shall provide a minimum one 15-gallon, native canopy tree within a street facing setback when feasible, in accordance with Division 4 of article III. If a street facing setback cannot contain a tree, the tree shall be provided on other areas of the site.
 - b. The following standards shall apply to mixed use development with surface parking lots:
 - i. A minimum of 2 percent of parking lot area shall be landscaped and shall be so arranged as to emphasize visual attractiveness as viewed by the public from surrounding streets and walkways.
 - ii. A minimum 5-foot landscape buffer strip shall be provided between a parking lot and public right-of-way.
 - iii. Parking lot canopy trees shall be provided at the ratio of one (1) tree for every four (4) parking spaces.
 - iv. The total area of any project not devoted to lot coverage and paving shall be landscaped, irrigated, and maintained in compliance with the requirements of this section.
 - v. All areas of a project site not intended for a specific use, including pad sites held for future development, shall be landscaped, unless it is determined by the community development director that landscaping is not necessary to fulfill the purpose of this section.
 - e. Fences, walls, and hedges.
 - i. Whenever a mixed-use zoned lot shares a side or rear property line with a residentially zoned lot, and non-residential uses are located within 15 feet of that side or rear property line, a six-foot tall solid masonry wall shall be provided, along or adjacent to all such side and rear lot lines. The wall shall conform to the height regulations applicable to front yard areas of the residentially zoned lot having the common lot line. A landscape buffer shall also be provided along the shared lot lines.
 - ii. Roll down security gates or fencing may not be on the exterior of buildings.

D. Parking Standards

- a. Applicable Standards. The applicable standards and requirements, including number of minimum parking stalls, required in Division 3 of article V of this chapter shall apply, with the following additional standards in this subsection.
- b. Parking reduction in proximity to transit. Pursuant to Government Code § 65863.2, the required off-street vehicular parking may be waived for certain projects within one-half mile distance of public transit, as applicable.
- c. Parking reduction for mixed-use and residential projects. A reduction in off-street parking requirements may be granted pursuant to Division 3 of article V.
- d. Screening.
 - i. Screening. Any parking structure with at least one floor of parking at grade or above, and which contains primary property frontage along a primary street, shall incorporate wrapped residential uses or retail businesses with shopping windows viewable from the sidewalk along the ground floor, or two or more of the following features:
 1. Display or shopping windows;
 2. Landscape material (e.g., foundation plantings, vertical trellis with vines, planter boxes with cascading landscape material) that results in the parking structure being adequately screened from adjoining parcels;
 3. Architectural detailing and articulation that provides texture on the façade or structure openings and effectively integrates the parking structure into the basic building design.
 - ii. Surface parking. Surface parking shall be located on the interior side or rear of the site to the greatest extent practicable. Surface parking between the sidewalk and buildings shall be prohibited unless no alternatives are feasible.

E. Site Standards

- a. Access and circulation.
 - i. Building entrances.
 1. Street-facing primary entrances for non-residential uses shall be accessible to the public during business hours. Residential and non-residential entries shall be clearly defined features of front façades, and of a scale that is in proportion to the size of the building and number of units being accessed. Larger buildings shall have a more prominent building entrance, while maintaining a pedestrian scale.
 2. When non-residential and residential uses are located in the same building, separate exterior pedestrian entrances, elevators and lobbies shall be provided for each use. The entrances for non-residential uses shall be designed to be visually distinct from the entrances for residential uses.

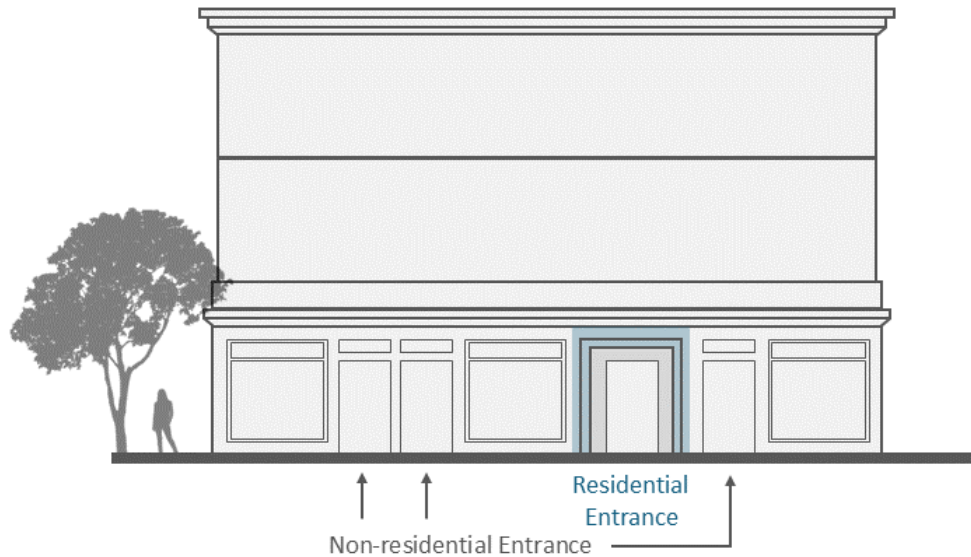


Figure. Building Entrances

- ii. Pedestrian access. Pedestrian access from the adjacent street public right-of-way shall be incorporated into all ground floor uses within the MUO zone.
- iii. Development projects shall promote walkability and connectivity to include design and orientation standards including:
 - 1. A system of pedestrian walkways shall connect all buildings on a site to each other, to on-site automobile and bicycle parking areas, and to any on-site open space areas and pedestrian amenities.
 - 2. Lighting shall be incorporated along sidewalks or other pedestrian walkways to enhance the pedestrian environment and provide for public safety. Lighting shall be low mounted and downward casting in a manner that reduces light trespass onto adjacent properties.
 - 3. Connections between on-site walkways and the public sidewalk shall be provided. An on-site walkway shall connect the primary building entry or entries to a public sidewalk on each street frontage. Such walkway shall be the shortest practical distance between the primary entry and sidewalk, generally no more than 125% of the straight-line distance.
- b. Exterior lighting. Lighting for non-residential uses shall be appropriately designed, located, and shielded to ensure that they do not negatively impact the residential uses in the development nor any adjacent residential uses. All exterior lighting shall be 90 degrees cutoff downlight. The rays of any such lighting shall be confined to the property. No spillover shall be permitted.
- c. Trash and Recycling. Recycling and refuse storage facilities for non-residential uses shall be separate from residential uses, clearly marked, located as far as possible from residential units and shall be completely screened from view from the residential portion of the

- development. Recycling and refuse storage facilities for non-residential uses shall be compatible in architectural design and details with the overall project. The location and design of trash enclosures shall mitigate nuisances from odors when residential uses might be impacted. Trash areas for food service and sales uses, when occupying the same building as residential uses, shall be refrigerated to control odor.
- d. Signs. The applicable provisions for signs of *Division 5 - Signs* shall apply.
 - e. Loading and unloading. Where applicable, the covenants, conditions, and restrictions of a mixed-use development shall indicate the times when the loading and unloading of goods may occur on the street, provided that, in no event, shall loading or unloading take place after 10:00 p.m. or before 7:00 a.m. on any day of the week.
 - f. Uses restricted to indoor. All non-residential uses must be conducted wholly within an enclosed building. The following uses or businesses are exceptions to this rule:
 - i. Outdoor dining and food service in conjunction with a cafeteria, café, restaurant or similar establishment;
 - ii. Other sales and display areas as approved through a conditional use permit or similar discretionary permit; and
 - iii. Other uses as approved by the Planning and Preservation Commission through a Conditional Use Permit process.
 - g. Outdoor sale and display location. No outdoor sale or display area shall occupy any required parking spaces or required yard areas.

Sec. 106-176. – Procedure

- A. Development of land in a MUO mixed use overlay zone for mixed use development shall be approved with a site plan review procedure, unless proposed non-residential uses require a conditional use permit. In that case, a conditional use permit is required.
- B. As part of the Site Plan Review or Conditional Use Permit submittal, the applicant shall submit a copy of a sewer and water capacity analysis prepared by a licensed engineer that shows that existing or proposed sewer and water infrastructure is adequate to support operations of the mixed use development.
- C. As part of the Site Plan Review or Conditional Use Permit submittal, the applicant shall submit a copy of a fiscal analysis that provides a detailed evaluation of the potential financial impacts on municipal services, including any projected increase in costs of providing municipal services like police, fire, and code enforcement services.

ORDINANCE NO. 1730

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO,
CALIFORNIA AMENDING THE ZONING MAP OF THE CITY OF SAN
FERNANDO TO ADD THE MUO MIXED USE OVERLAY TO CERTAIN
PROPERTIES IN THE C-1 AND C-2 ZONE DISTRICTS**

WHEREAS, California Constitution Article XI, Section 7, enables the City of San Fernando (the “City”) to enact local planning and land use regulations; and

WHEREAS, the authority to adopt and enforce zoning regulations is an exercise of the City’s police power to protect the public health, safety, and welfare; and

WHEREAS, in June 6, 2022, the City Council adopted Resolution No. 8153 approving and adopting the City of San Fernando 2021-2029 Housing Element, which includes a Housing Plan with Goals, Policies, and Programs aimed at addressing the City’s housing needs; and

WHEREAS, in the Housing Element, the City considered potential development on suitable sites and identified how zoning and development standards on the sites will facilitate housing. From this inventory, the City identified commercial zoned sites and Specific Plan sites as “Opportunity Sites” for future housing development; and

WHEREAS, in 2022 the State Legislature passed AB 1398, which requires jurisdictions to implement actions in their Housing Plan which provides appropriate zoning for these housing opportunity sites no later than October 2024; and

WHEREAS, pursuant to San Fernando City Code Section 106-20(c), an official amendment to the zoning map may be adopted by the City Council only if the following findings of fact can be made in a positive manner: 1) the proposed amendment is consistent with the objectives, policies general land uses and programs of the City’s General Plan; and 2) the adoption of the proposed amendment would not be detrimental to the public interest, health, safety, convenience or welfare; and

WHEREAS, the Planning and Preservation Commission, as part of its regular meeting of October 14, 2024, conducted a duly noticed public hearing on the proposed code amendment, and all testimony was received and made part of the public record.

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. Environmental Addendum Findings. This project is subject to an addendum under the California Environmental Quality Act (CEQA) Guidelines Section 15164, since it can be seen with certainty that potential amendments to the municipal code are

necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred.

SECTION 3 Zoning Map Amendment Findings. Pursuant to San Fernando City Code Section 106-20 (Zoning Map Amendments) the following findings for adoption of the proposed amendment can be made in a positive manner as follows:

- a. The proposed map amendment, attached herein as Exhibit A, is consistent with the objectives, policies, general land uses and programs of the City's general plans.

The proposed map amendment will establish the MUO Mixed Use Overlay to certain properties in the C-1 and C-2 zone districts. The proposed amendment will satisfy Policy 5.1 of the San Fernando General Plan Housing Element. Policy 5.1 calls for the reduction and removal of government barriers, to reduce costs of housing production and facilitate ownership and rental opportunities for all residents. The proposed map amendment will allow residential uses in existing commercial properties, encouraging investment and development. The proposed map amendment will preserve the general land uses allow flexibility in existing commercial properties.

- b. The adoption of the proposed amendment would not be detrimental to the public interest, health safety, convenience, or welfare.

The proposed map amendment adds MUO Mixed Use Overlay to the existing Zoning map. These updates to the zoning map will increase residential development in C-1 and C-2 zone districts, increasing the housing capacity in those districts. The proposed amendment would not be detrimental to the public interest, health, safety, convenience or welfare because the proposed map amendment encourages residential development, fostering community interaction.

SECTION 4. 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 5. Certification. The City Clerk shall certify the passage of this Ordinance and shall cause the same to be entered in the book of original ordinances of said City; shall make a minute passage and adoption thereof in the records of the meeting at which time the same is passed and adopted; and shall, within fifteen (15) days after the passage and adoption thereof, cause the same to be published as required by law, in a local newspaper of general circulation and which is hereby designated for that purpose.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of San Fernando at its Regular Meeting held 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 Padilla, City Attorney

CERTIFICATION

I, City Clerk of the City of San Fernando, do hereby certify that the above and foregoing is a full, true, and correct copy of Ordinance No.1730 which was introduced on December 2, 2024, and adopted by the City Council of the City of San Fernando, California at a regular meeting duly held on the ____ day of _____, 2024 by the following vote of the City Council:

AYES:

NOES:

ABSENT:

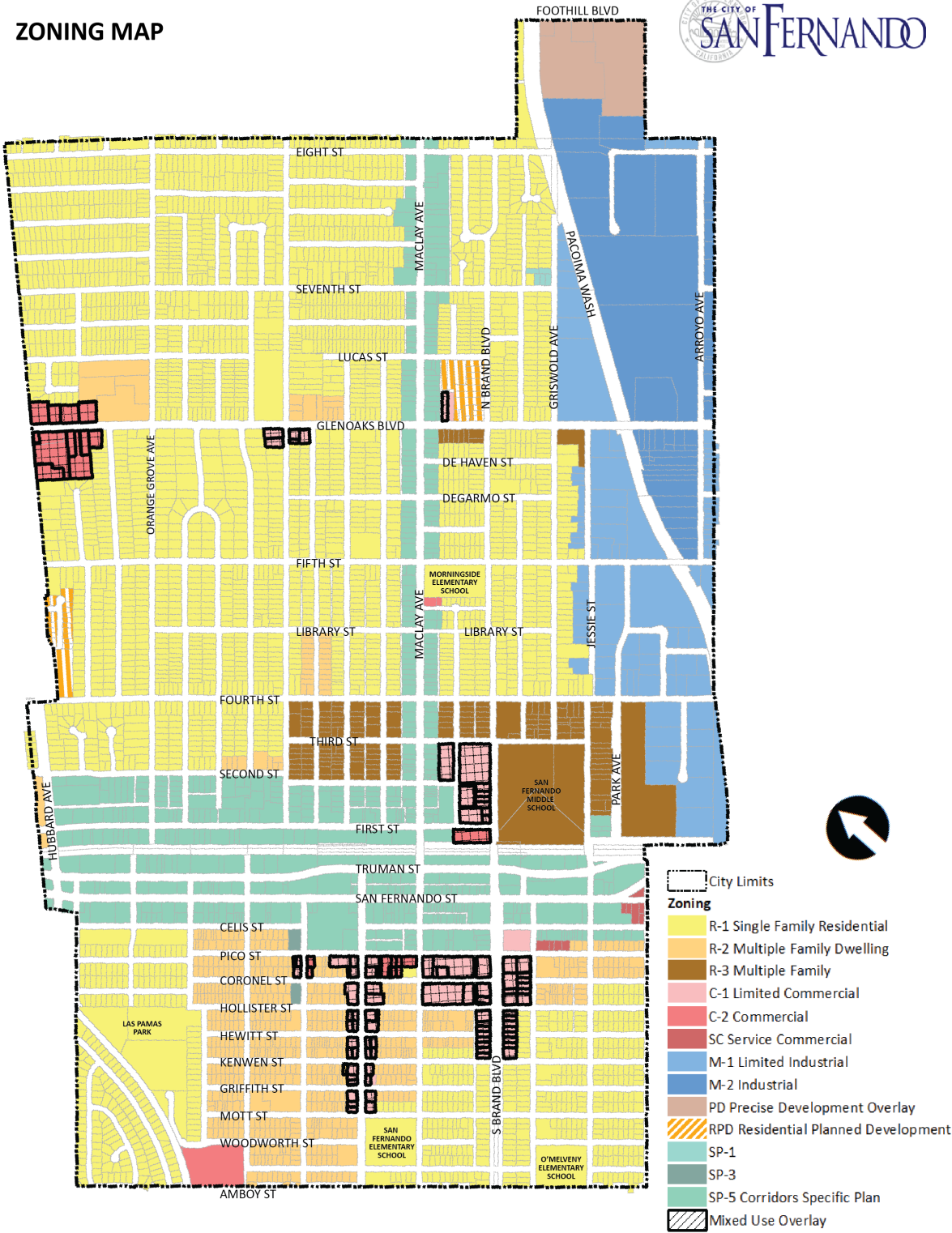
ABSTAIN:

IN WITNESS WHERE OF, 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

REVISED CITY ZONING MAP

ZONING MAP



Assessor Parcel Numbers (APNs) of Properties

2517-015-042	2521-026-009	2519-005-011
2517-015-043	2521-028-029	2521-021-026
2522-013-024	2521-028-027	2521-022-021
2515-016-016	2522-005-001	2519-004-911
2517-014-054	2522-013-011	2519-003-901
2517-013-014	2522-013-003	2521-014-024
2518-022-015	2522-013-012	2521-030-024
2517-019-006	2521-023-021	2522-013-802
2517-015-030	2521-026-010	2522-012-027
2517-013-013	2522-013-025	2522-012-011
2518-025-800	2521-030-026	2519-003-910
2517-015-033	2521-030-901	2521-021-906
2517-015-034	2519-003-911	2521-027-011
2518-025-012	2521-021-027	2521-014-002
2518-025-025	2521-030-031	2521-030-030
2518-022-008	2521-024-024	2522-013-017
2521-021-905	2522-013-016	2522-012-004
2521-030-900	2521-030-037	2519-003-908
2521-030-039	2521-025-023	2522-012-005
2521-024-025	2521-021-032	2519-003-909
2522-012-003	2522-012-013	2521-029-037
2521-025-022	2522-012-009	2521-036-019
2521-025-001	2521-030-038	2519-003-905
2521-036-001	2521-023-002	2521-027-010
2522-013-013	2521-035-008	2522-005-003
2521-027-008	2521-014-001	2521-021-012
2521-029-035	2521-025-034	2521-035-009
2521-030-027	2522-005-002	2521-024-028
2521-023-022	2522-012-006	2522-005-006
2522-012-015	2522-012-012	2522-012-010
2522-012-007	2519-001-902	2521-030-009
2521-023-001	2519-003-904	2522-013-019
2522-013-021	2521-036-022	2522-013-014
2522-013-015	2522-006-002	2517-015-032
2522-012-014	2522-012-016	2517-013-015
2522-006-900	2522-012-008	
2522-012-026	2519-003-906	
2521-027-009	2522-013-018	

CITY OF SAN FERNANDO
ADDENDUM TO A MITIGATED NEGATIVE DECLARATION PREPARED FOR ENVIRONMENTAL
ASSESSMENT FOR SAN FERNANDO HOUSING ELEMENT UPDATE (SCH 2021120390)

Addendum prepared in accordance with Section 15164 of the California Environmental Quality Act (CEQA) Guidelines

<p>The full Initial Study and Mitigated Negative Declaration SCH No. 2021120390 are on file at the City of San Fernando Community Development Department, located at 117 North MacNeil Street, San Fernando, California 91340 (818) 837-1227</p>	<p>ENVIRONMENTAL ASSESSMENT NUMBER: _____</p>	<p>This addendum was not circulated for public review pursuant to Section 15164(c) of the CEQA Guidelines.</p>
<p>APPLICANT: City of San Fernando Community Development Department Attn. Erika Ramirez 117 North MacNeil Street San Fernando, California 91340</p>	<p>PROJECT LOCATION: The proposed zoning text amendment includes all of San Fernando's incorporated lands (See Exhibit A - Vicinity Map), and the proposed rezone includes specific parcels (See Exhibit C).</p>	
<p>PROJECT DESCRIPTION (ORIGINAL):</p> <p>Overall, the proposed plan involves updates to the General Plan Housing and Safety Element as well as incorporation of new General Plan Environmental Justice policies. The 2021-2029 Housing Element is being driven by the following regulatory requirements:</p> <ul style="list-style-type: none"> • The Housing Element Update would update the City's Housing Element as part of the 6th Cycle Regional Housing Needs Allocation (RHNA) and per compliance with California Government Code Sections 65580 to 65589.11. • The Safety Element Update would update the City's Safety Element to integrate climate adaptation and resiliency strategies into the General Plan per Senate Bill (SB) 379, which amended California Government Code Section 65302. • Update of the Housing and Safety elements would include the addition of Environmental Justice-related goals, policies, and objectives per SB 1000, which amended Government Code Section 65302. <p>Therefore, the proposed plan entails the 2021-2029 Housing Element and updates to the Safety Element, as well as addition of new Environmental Justice policies within the Housing and Safety elements. The following extracts portions of the detailed description of the proposed plan that is related to the Addendum.</p> <p><u>Meeting Regional Housing Needs Assessment – Mixed Use Overlay</u></p> <p>As part of the 6th Cycle housing element update, cities are required to identify housing sites that provide the development capacity to accommodate build out of the City's RHNA allocation at all income levels. The 2021-2029 Housing Element would introduce a new Zoning Code, Mixed Use Overlay, that would apply to Housing Opportunity Sites throughout San Fernando that are currently not zoned for residential uses. This includes commercially zoned properties where currently only retail or service establishments are allowed. The Mixed Use Overlay would allow for up to 35 dwelling units per acre, and would provide the possibility that the commercial uses could occur along with new residential uses, perhaps by repurposing large surface parking lots or by redeveloping existing structures to greater heights that would allow for residential units on the upper floors. These design decisions that would depend upon specific project design are not known at this time. As noted above, given that formal land use or zoning changes will not be adopted at this time, future land use and zoning changes would require separate environmental evaluation once specific sites to be rezoned are agreed upon within the 3-year period allowed by State law.</p> <p>The 2021-2029 Housing Element identifies 50 Housing Opportunity Sites, consisting of 135 parcels totaling 55.8 acres (See Exhibit B – Housing Opportunity Sites). These sites would accommodate for a total of 1,268 possible new dwelling</p>		

units on parcels currently zoned for lower density or not zoned for residential uses. By adding a Mixed-Use Overlay and adjusting specifics of the SP-5 zoning, dwelling units could be developed on sites that are not zoned for residential uses at this time.

PROJECT DESCRIPTION (REVISED):

For the environmental analysis, this addendum analyzes the change contemplated from the original Project. Since the time of the original environmental document was approved, the City has modified the Housing Opportunity Sites include an additional 63 parcels totaling 21.74 acres to add a Mixed-Use Overlay and 3 parcels totaling 0.61 acre within the SP-5 zoning to add the existing Flex-Use Overlay. The Mixed-Use Overlay sites would accommodate a total of 537 new dwelling units (realistic capacity assumption of 26 du/ac, per the Housing Element) and adding overlays to the SP-5 sites would accommodate a total of 15 new dwelling units (realistic capacity assumption of 75% of maximum density, per the Housing Element). This creates a capacity for **552** possible additional new dwelling units. (See Exhibit C – Revised Housing Opportunity Sites). It should be noted that of the 66 additional parcels, 61 are developed, 4 are underutilized (i.e., paved parking), and 1 is vacant.

The revised Project would not have a significant impact. It may be determined that: (1) The revised Project does not significantly exceed the scope of *Environmental Assessment for San Fernando Housing Element Update*; (2) No substantial changes are proposed in the revised Project which require major revisions to the previous environmental finding due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; (3) No substantial changes will occur with respect to the circumstances under which the Project is undertaken; and, (4) No new information, which was not known and could not have been known, at the time the environmental finding for *Environmental Assessment for San Fernando Housing Element Update* was adopted, has become available. Analysis for this determination is detailed in the section below.

Therefore, the City of San Fernando has determined that an addendum to *Environmental Assessment for San Fernando Housing Element Update* is appropriate given that none of the conditions described in Section 15162 of the CEQA Guidelines calling for preparation of a subsequent negative declaration have occurred; and, new information added is only for the purposes of providing minor changes or additions, in accordance with Section 15164 of the CEQA Guidelines.

Section 15162 provides that when a negative declaration has been adopted for a project, no subsequent negative declaration shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in the light of the whole record, one or more of the following:

FINDINGS PURSUANT TO SECTION 15162 OF THE CEQA GUIDELINES.

- (1) *Substantial changes are proposed in the project which would require major revisions of the previous negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;*

Finding (1):

The revised project adds overlays to 66 parcels totaling 22.35 acres, which could accommodate 552 possible additional new dwelling units, compared to the original project. This is not a substantial change and would not create new significant environmental effects as discussed below. It is also assessed that the revised project would not cause a substantial increase in the severity of previously identified significant effects, as demonstrated in **Table 1**.

Table 1: Assessment of New Significant Effects

CEQA Impact Area	New Significant Effects (compared with the original project)
Aesthetics	<i>No Impact.</i> The 2021-2029 Housing Element would facilitate increased density to accommodate the RHNA allocation. Development of the original and revised Housing Opportunity Sites are located along corridors within infill areas of the city, which is largely built out. The Project, as revised, would implement the MND's mitigation measures, including Corridors Specific Plan design guidelines, lighting standards, and tree standards for mixed-use development, which would mitigate development aesthetics and light and

		glare to a less than significant level. Thus, there are no new significant impacts.
	Agriculture/ Forestry Resources	<i>No Impact.</i> The project is not located within areas zoned for agricultural or forestry uses and does not contain agricultural or forestry resources. Since these conditions remain the same, the revised Project would not result in additional or new impacts.
	Air Quality	<p><i>Less than Significant Impact.</i> Because the 2021-2029 Housing Element is a policy document and does not directly implement any development projects, it does not generate air quality impacts in and of itself. Furthermore, while the City identifies the Opportunity Sites and will encourage development of these sites to meet RHNA, there is no guarantee that market conditions or other factors will support full buildout since most of the sites are already developed. 61 out of 66 of the additional parcels proposed by the revised project are fully developed and 4 of the parcels are currently used as paved parking.</p> <p>According to the MND, potential population growth would exceed the Southern California Association of Governments (SCAG) population estimates for the 2030 planning horizon by up to 10 percent. The revised project would increase that number by up to 4 percent. However, the AQMD is currently being updated and will be brought into alignment with ongoing updates to SCAG population projections. This means that the measures used to reduce air quality impacts would also be updated.</p> <p>Additionally, goals and policies in the 2021-2029 Housing Element would apply to infill development associated on the Housing Opportunity Sites and would be required to adhere to local and regional ordinances and guidelines designed to reduce mobile and stationary sources of pollutants. This would reduce impacts to less than significant. As such, the revised Project would not result in substantial impacts.</p>
	Biological Resources	<p><i>No Impact.</i> The 2021-2029 Housing Element facilitates the development of new housing and infrastructure and would consist mostly of infill development and redevelopment on the Housing Opportunity Sites that are already developed with urbanized uses or located adjacent to existing development. Because San Fernando is largely built out, there is a very low likelihood that habitat for listed species would occur within San Fernando.</p> <p>The Project, as revised, would implement the MND's mitigation measures, including pre-construction biological surveys, nesting bird protection, and mature tree preservation, which would mitigate potential impacts on biological resources to a less than significant level. Since these conditions remain the same, the revised Project would not result in additional or new impacts.</p>
	Cultural Resources	<i>Less than Significant Impact.</i> In addition to the two (2) Housing Opportunity Sites from the original project, the revised project added one (1) Housing Opportunity Sites listed as potentially historic resources: 1817 1st St, a 1952 commercial building. As mentioned in the MND, future projects on the Housing Opportunity Sites would include an evaluation of existing structures for historical significance, in accordance with <i>Section 21084.1</i> of the California Public Resources Code, if the buildings or structures on those properties are 45 years old or more. In addition, 2021-2029 Housing Element Policy H 1.7 promotes the preservation and rehabilitation of identified

		<p>historic residential structures/sites that are substandard or in disrepair. As such, the revised Project would not result in substantial impacts.</p> <p>In addition, the Project, as revised, would implement the MND's mitigation measure to mitigate hidden or buried resources that may exist on site.</p>
	Energy	<p><i>Less than Significant Impact.</i> Energy use remains typical of residential use and the revised Project would comply with energy conservation requirements as stated in the MND. The additional parcels of the revised project are mostly previously developed areas already served by energy providers. While the overall energy consumption of the revised project could increase compared to the original project since it proposes more dwelling units, the energy per unit that is consumed is expected to decrease. This is because redevelopment of these sites could increase energy efficiency due to compliance with energy conservation requirements that were established recently. As such, the revised Project would not result in substantial impacts.</p>
	Geology/ Soils	<p><i>No Impact.</i> Development projects proposed on the Housing Opportunity Sites would be subject to the City's General Plan goals and policies listed below and the provisions in Article II, Section 18-31 of the San Fernando Municipal Code (SFMC), which reduce seismic impacts. The Safety Element, which is also part of the project, also contains policies that protect the community from damage from earthquakes and geologic hazards. In addition, additional parcels of the revised project are infill sites that have been previously developed and/or is surrounded by urbanized uses. Since all site conditions remain the same, the revised Project would not result in additional or new impacts.</p>
	Greenhouse Gas Emissions	<p><i>No Impact.</i> The project, original and as revised, promotes infill development in high-quality transit corridors and increased use of alternative transportation (e.g., cycling and walking) because it proposes mixed-use development. In addition, as mentioned in the MND, increased density leads to fewer vehicle trips because people do not need to travel as far for services or work, and they may choose public or active transportation options. Additionally, future development would be required to comply with building code, CalGreen, and regulations to ensure that impacts are less than significant. Since all site conditions remain the same, the revised Project would not result in additional or new impacts.</p>
	Hazards/ Hazardous Materials	<p><i>No Impact.</i> Since the revised Project proposes similar use and operations as the original Project (i.e., residential development), it is anticipated that the use, transport, and disposal of hazardous materials would be similar, and thus would not be the type or quantity that would pose a significant hazard to the public. In addition, the Project, as revised, would implement the MND's mitigation measure to mitigate land that may be contaminated with hazardous materials. Since all site conditions and proposed operations remain the same, the revised Project would not result in additional or new impacts.</p>
	Hydrology/ Water Quality	<p><i>Less than Significant Impact.</i> The revised Project could result in the increased residential capacity of 552 residential units, which would increase water demand compared to the original Project. However, while the revised Project could increase the rate or amount of surface runoff, future development would be subject to compliance with NPDES, General Plan policies, and SFMC Section 34-104, which includes runoff control measures. Additionally, since most parcels are developed, redevelopment would result in improved drainage and recharge possibilities consistent with City</p>

		requirements. As such, the revised Project would not result in substantial impacts.
	Land Use/ Planning	<i>No Impact.</i> The Project is considered “infill” since parcels are in an urban neighborhood surrounded by existing developments, roadways, and utility lines. No physical division would occur. Since site conditions and the proposed use and operations remain the same, the revised Project would not result in additional or new impacts.
	Mineral Resources	<i>No Impact.</i> The Project is not located in an area designated for mineral resource preservation or recovery. Since site conditions remain the same, the revised Project would not result in additional or new impacts.
	Noise	<i>Less than Significant Impact.</i> As discussed in the MND, future development projects of the Housing Opportunity Sites would be subject to development plan review to determine potential concerns related to noise based on site-specific locations and development design. These developments would also be subject to compliance with the General Plan Noise Element and SFMC. Since these conditions remain the same, the revised Project would not result in additional or new impacts.
	Population and Housing	<p><i>Less than Significant Impact.</i> The revised Project proposes a potential additional capacity of 552 dwelling units, which could increase city population by 2,169 based on an average household size of 3.93. As mentioned earlier, this would bring an increase of 14 percent (10 percent from the original project and an additional 4 percent from the revised project) population beyond what was estimated by SCAG.</p> <p>However, as SCAG sets the RHNA allocation, it anticipates these exceedances regionally and will update its forecasts to better reflect the current State housing allocations for southern California. Furthermore, while the City identifies the Housing Opportunity Sites and will encourage development of these sites to meet RHNA, there is no guarantee that market conditions or other factors will support full buildout. This is especially true since 61 of the 66 additional parcels proposed in the revised Project are currently fully developed.</p> <p>As such, the revised Project would not result in a significant amount of unplanned growth and would have a less than significant impact.</p>
	Public Services	<i>Less than Significant Impact.</i> The revised Project is expected to increase the capacity for residential units and population, thereby increasing the demand for public services. Consequently, future development resulting from Project implementation would be conditioned to pay development impact fees and/or dedicate park land as regulated in the Code. Since the revised Project is not expected to result in a significant amount of unplanned growth, the revised Project would result in a less than significant impact.
	Recreation	<i>Less than Significant Impact.</i> The revised Project is expected to increase capacity for residential units and population, thereby increasing the demand for park and recreation facilities. Future development resulting from Project implementation would be conditioned to pay development impact fees and dedicate open space as regulated in the Code. As such, the revised Project would result in a less than significant impact.
	Transportation	<i>No Impact.</i> As discussed in the MND, the potential housing sites identified in the 2021-2029 Housing Element would largely accommodate infill development that tends to reduce VMT, because it places residential development close to commercial and office uses and produces opportunities to travel by foot or bicycle instead of automobile. This still

		holds true for the additional parcels proposed in the revised Project. As such, future development is likely to reduce VMT compared to regional averages, due to residential uses being developed close to commercial, office, and other uses. Since the general location of the revised Project and the transit conditions remain the same, the revised Project would not result in additional or new impacts.
	Tribal Cultural Resources	<i>No Impact.</i> As discussed in the MND, effects on tribal cultural resources can only be determined once a specific project has been proposed, because the effects depend highly on the individual project site conditions and the characteristics of the proposed activity. The potential for these to occur on a specific site would be determined during project-specific CEQA analysis during the tribal consultation process. The Project, as revised, would implement the MND's mitigation measures to utilize a Native American Construction Monitor if resources are identified during future tribal consultation efforts and to evaluate unanticipated discoveries of tribal consultation resources. Since these conditions remain the same, the revised Project would not result in additional or new impacts.
	Utilities and Service Systems	<p><i>Less than Significant Impact.</i> The revised Project would increase residential units, increasing the demand for utilities and services systems.</p> <p><u>Wastewater:</u> Any improvements and connections for future development would be reviewed by both the city and Los Angeles County Sanitation District. The potential increase of 7,152 persons (4,983 persons from the original Project and an additional 2,169 person from the revised Project) would result in an increase in wastewater of 647,257 gallons per day. This is approximately 0.1 percent of the capacity of the San Fernando Hyperion Treatment system. As such, the Project, as revised, would have a less than significant impact on the city's wastewater system.</p> <p><u>Stormwater:</u> The Housing Element facilitates development of residential units within urban infill areas of San Fernando that are already developed or vacant and surrounded by development. As mentioned above, future development would be required to comply with NPDES requirements, BMPs designed to capture and retain stormwater on-site, and the SFMC Chapter 34 Article III – <i>Stormwater and Urban Runoff Pollution Control Low Impact Development Requirements</i>. Future development would be reviewed by the city to ensure that stormwater and drainage is managed properly on-site. As such, impacts to stormwater would be less than significant.</p> <p><u>Water:</u> The City's 2020 Urban Water Management Plan (UWMP) determined that by 2030, which is the full buildout year of the Housing Element, water supply (4,199 acre-feet per year (AFY)) is expected to exceed 2030 demand (2,960 AFY) by 1,239 AFY. The potential increase of 7,152 persons would result in an increase in water demand of 647,257 gallons per day (assuming same use rate for wastewater and water), or 725.5 AFY. This would cause water demand to increase to 3,685.5, which is below predicted 2030 in the 2020 UWMP. As such, impacts to water supply would be less than significant.</p> <p><u>Solid waste:</u> The Project, as revised, is expected to increase solid waste by 21.5 pounds per day (6.0 pounds/resident/day). This is approximately 0.2 percent of Sunshine Canyon Landfill daily allowable throughput (9,432 tons). This would not bring the landfill to capacity, and thus, the Project, as revised, would have a less than significant impact on solid waste generation.</p>

	Wildfire	<i>No Impact.</i> The City and surroundings are urban and built-up lands, not within a wildland, which precludes the risk of wildfire. The City is also not within a Fire Hazard Severity Zones (FHSZ) as designated by the California Department of Forestry and Fire Protection (CAL FIRE). In addition, the revised Project would not impair access to the existing roadway network and development would be conditioned to the Building and Fire Code so that they would not exacerbate fire risks. Since site conditions remain the same, the revised Project would not result in additional or new impacts.
<i>(2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or,</i>		
<i>Finding (2):</i>	The Initial Study (IS) and Mitigated Negative Declaration (MND) that was prepared for the original project was adopted in 2022. Since then, there have been no substantial changes to the circumstances under which the Project is undertaken that have occurred.	
<i>(3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous Negative Declaration was adopted, shows any of the following: (A) The project will have one or more significant effects not discussed in the previous negative declaration; (B) Significant effects previously examined will be substantially more severe than shown in the previous negative declaration; (C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project; and, (D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous negative declaration, would substantially reduce one or more significant effects on the environment.</i>		
<i>Finding (3):</i>	All significant effects were discussed in the original MND and impacts that are more severe than the original MND are discussed in Finding 1. In addition, mitigation measures of the previous MND remain feasible and effective. As such, there is no new information of substantial information that would cause a significant effect.	
ADDENDUM PREPARED BY: Bonique Emerson, AICP, VP of Planning		SUBMITTED BY: _____
DATE: September 25, 2024		CITY OF SAN FERNANDO COMMUNITY DEVELOPMENT DEPARTMENT

Exhibit A – Vicinity Map

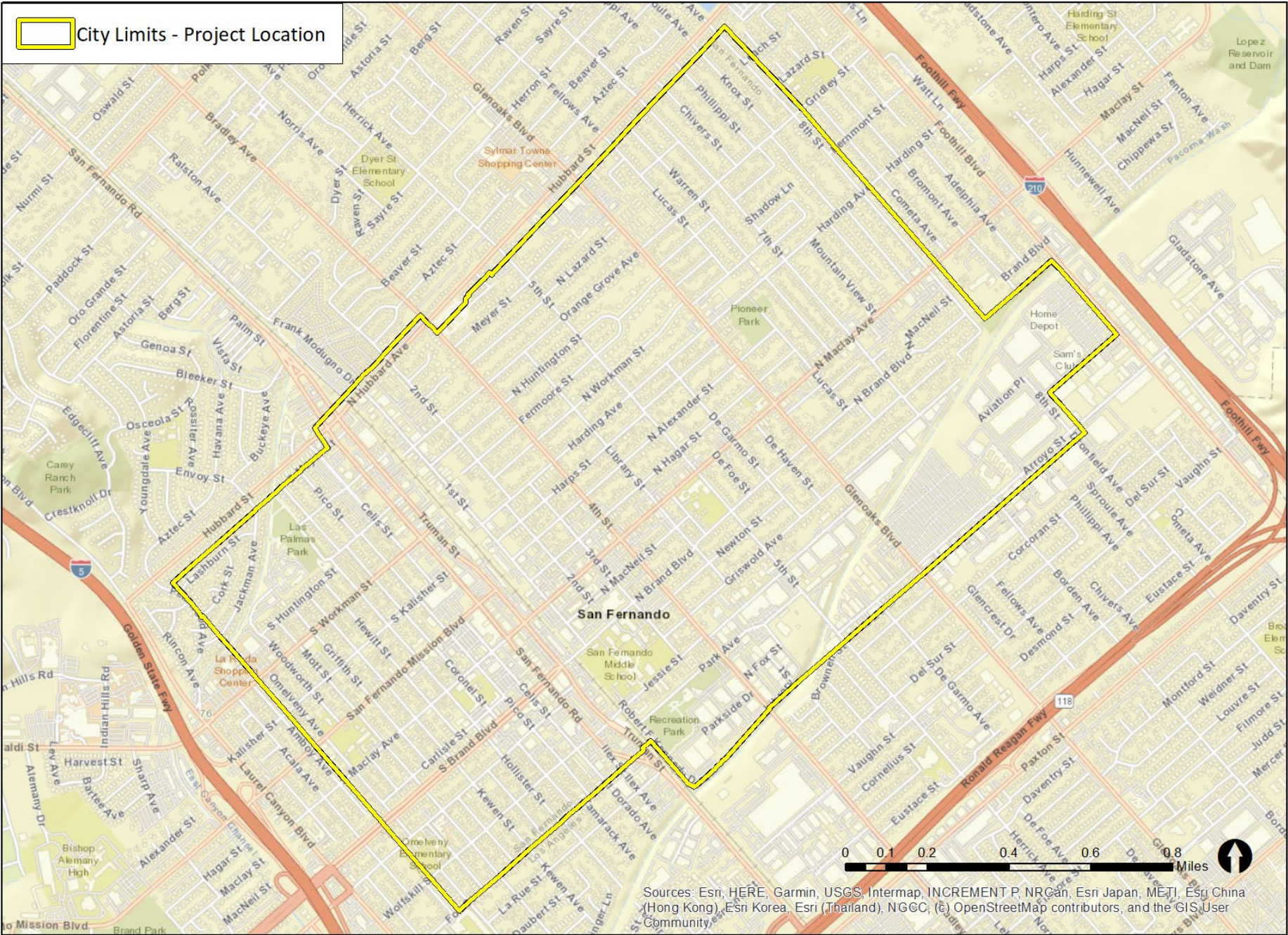
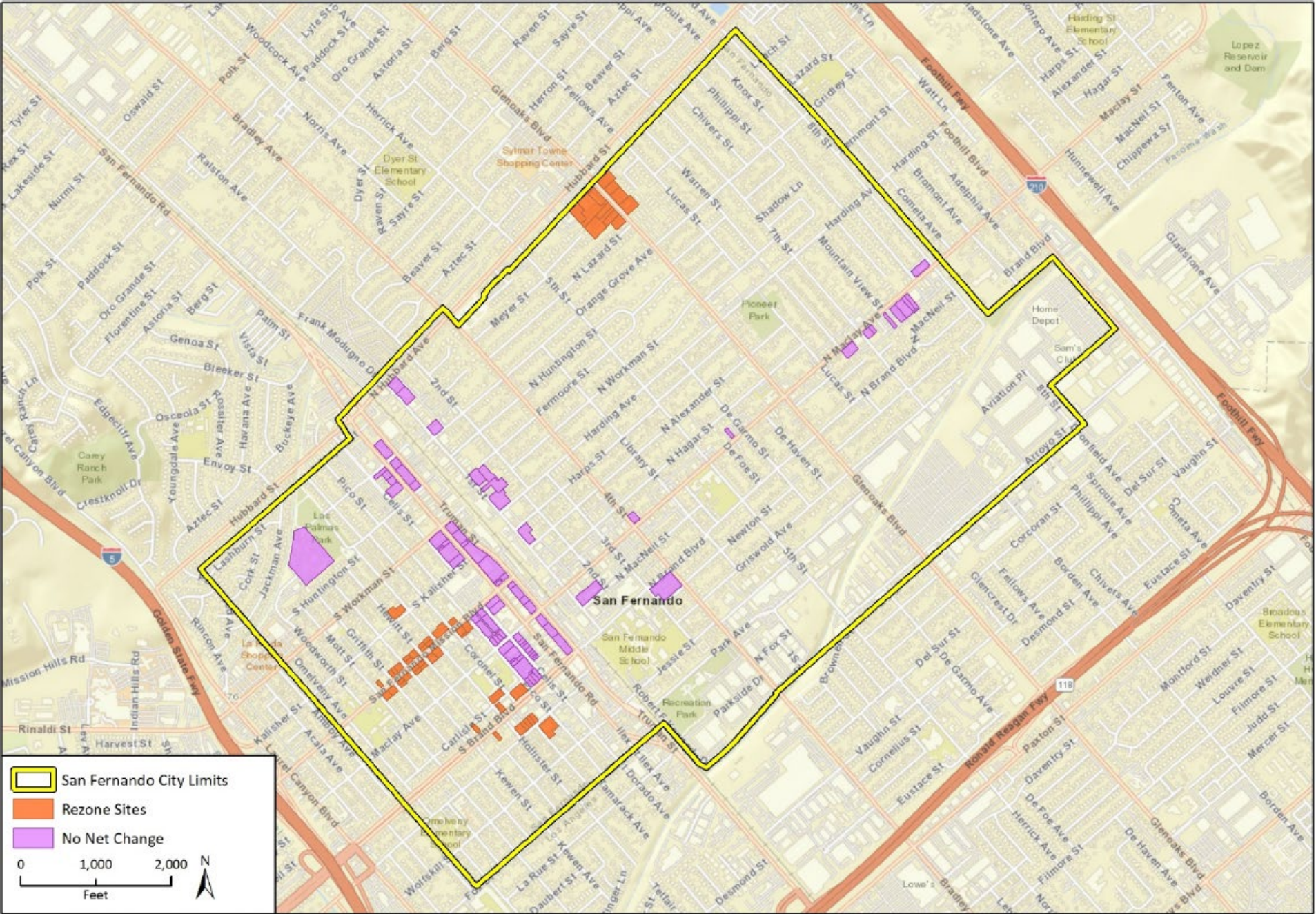


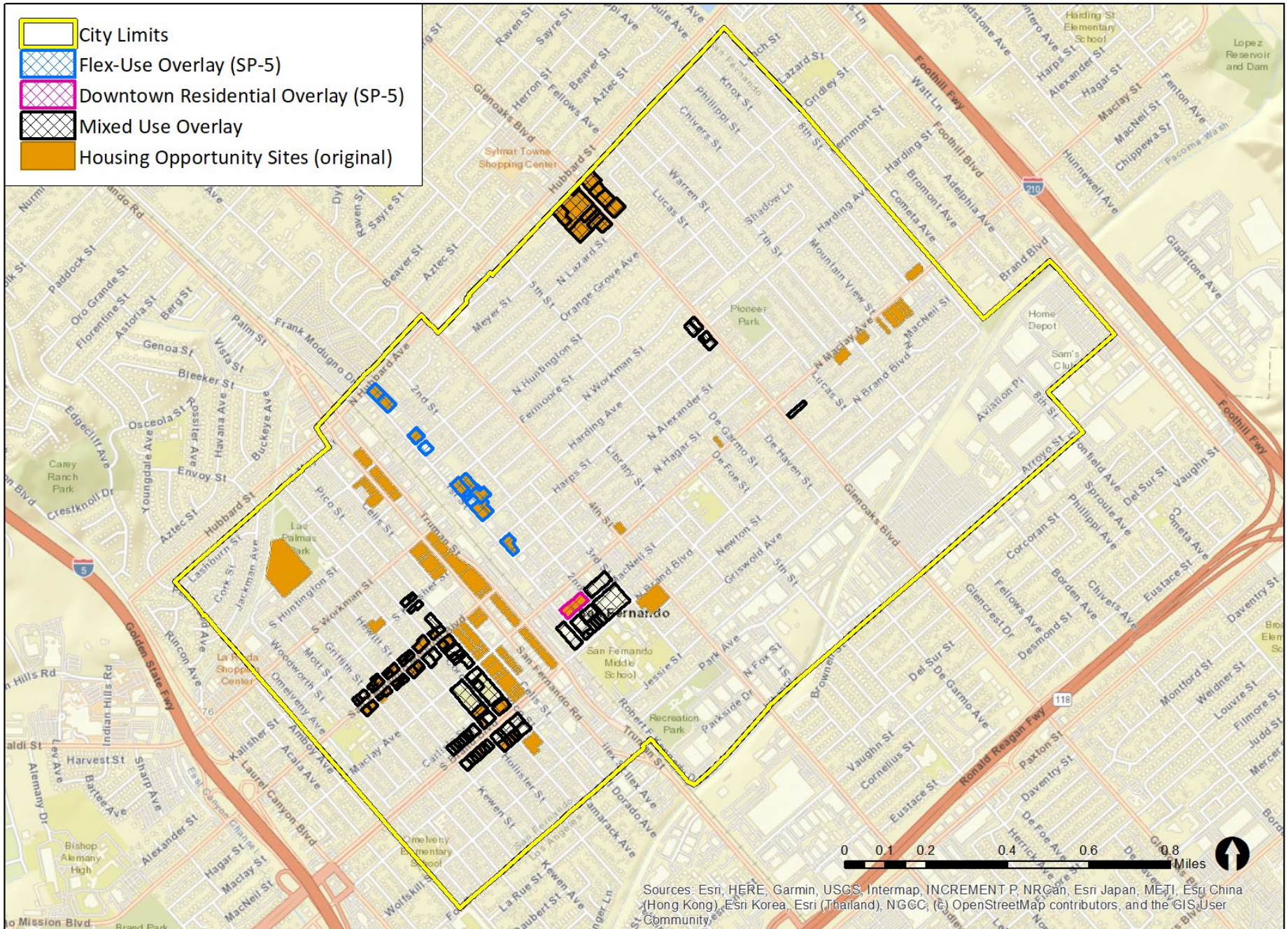
Exhibit B – Housing Opportunity Sites



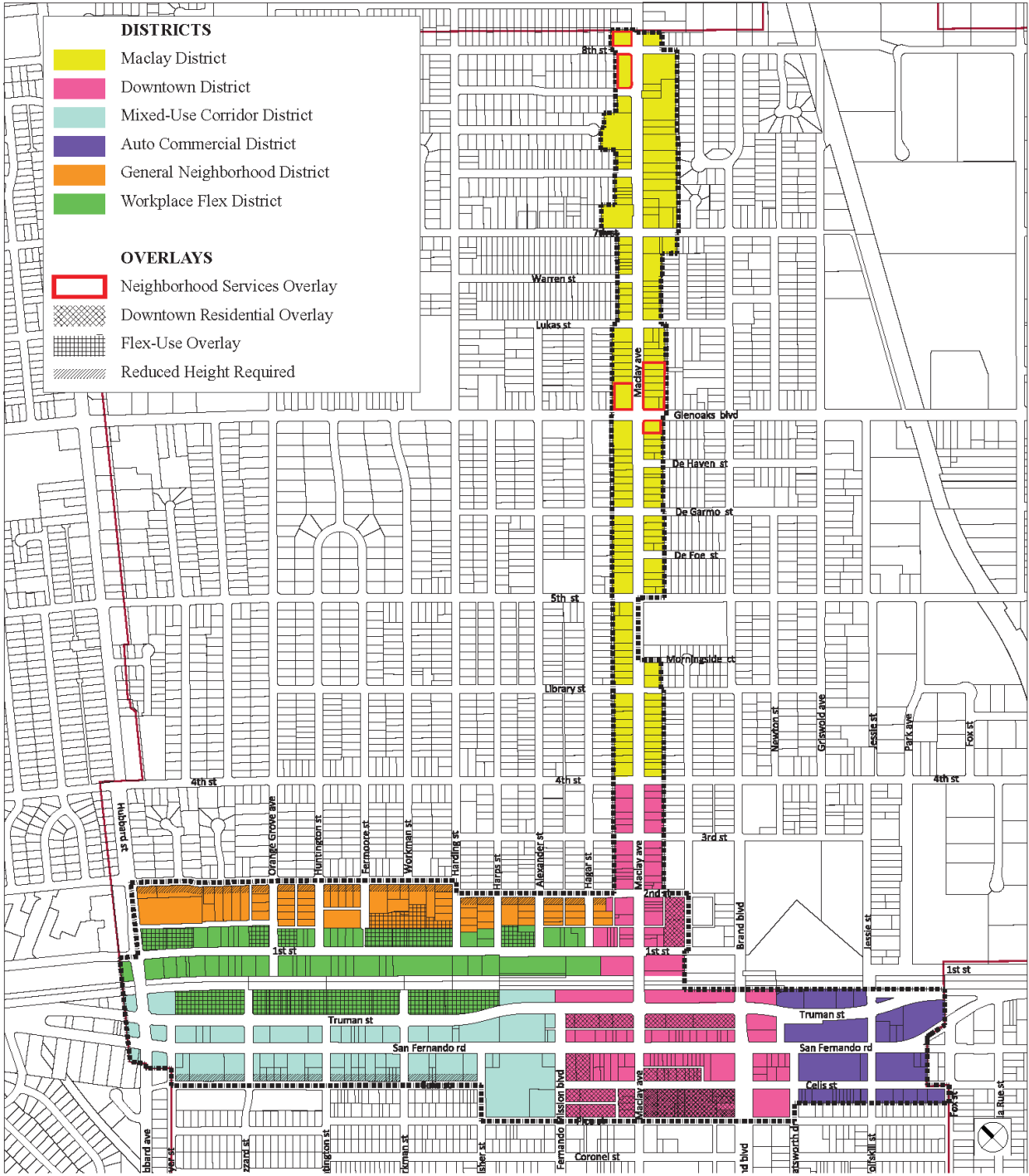
Imagery provided by ESRI and their licensors © 2021.
Additional data provided by Los Angeles County, 2021.

Fig 3 Housing Rezoning Sites

Exhibit C – Revised Housing Opportunity Sites



PROPOSED CITY LAND USE DISTRICTS AND OVERLAYS MAP



ATTACHMENT "D"

Specific Plan Overlay

APN	GP/Zoning
2520-019-016	SP-5 - WF
2520-002-015	SP-5 - WF
2520-002-016	SP-5 - WF
2520-002-023	SP-5 - WF
2520-011-006	SP-5 - WF
2520-011-045	SP-5 - WF
2520-011-043	SP-5 - WF
2520-011-042	SP-5 - GN
2520-011-041	SP-5 - GN
2520-011-044	SP-5 - WF
2519-002-900	SP-5 - D
2520-007-020	SP-5 - WF



SOUTHERN CALIFORNIA
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Community, Economic &
Human Development
**Peggy Huang, Transportation
Corridor Agencies**

Energy & Environment
Linda Parks, Ventura County

Transportation
Cheryl Viegas-Walker, El Centro

September 18, 2019

Mr. Doug McCauley
Acting Director
Housing & Community Development (HCD)
2020 W. El Camino Ave.
Sacramento, CA 95833

Subject: SCAG's Objection to HCD's Regional Housing Need
Determination

Dear Mr. McCauley,

This letter represents the Southern California Association of Governments (SCAG)'s formal objection to HCD's Regional Housing Need Determination as submitted to SCAG on August 22, 2019 and is made in accordance with Government Code Section 65584.01(c)(2)(A) and (B). At the outset, please know that SCAG is fully aware that the State of California is in the midst of a housing crisis and that resolving this crisis requires strong partnerships with state, regional and local entities in addition to private and non-profit sectors.

As such, SCAG desires to be an active and constructive partner with the State and HCD on solving our current housing crisis, and this objection should not suggest otherwise. We are in fact currently setting up a housing program that will assist our local jurisdictions on activities and policies that will lead to actual housing unit construction.

In the context of the 6th cycle Regional Housing Needs Assessment (RHNA) process, SCAG appreciates the collaboration with HCD as reflected in the numerous consultation sessions on the regional determination and other staff engagement on housing issues with the objective of making RHNA a meaningful step toward addressing our housing crisis.

As you are aware, HCD transmitted its Regional Housing Needs Determination of 1,344,740 units for the SCAG region last month. This number reflects the housing units that local jurisdictions in the region must plan for during the 8-year period from October 2021 to October 2029. At the September 5, 2019 meeting, SCAG Regional Council authorized staff to file an objection to HCD on regional housing need determination pursuant to Government Code Section 65584.01(c).

I would like to note that SCAG's objection focuses on the process and adherence to state housing law requirements and not necessarily to the regional housing need determination number. The ultimate aim of this objection, as discussed at length by the Regional Council, is to ensure the most technically and legally credible basis for a regional determination so that the 197 local jurisdictions in the SCAG region can approach the difficult task of zoning to accommodate regional needs with the backing of the most robust and realistic target that is possible.

One of our major concerns is that HCD did not base its determination on SCAG's RTP/SCS Growth Forecast, which was inconsistent with Government Code 65584.01(c)(2)(A). Another major concern is that pursuant to Government Code 65584.01(c) (2) (B), HCD's determination of housing need in the SCAG region is not a reasonable application of the methodology and assumptions described in statute. Specifically, HCD compared household overcrowding and cost-burden rates in the SCAG region to national averages rather than to rates in comparable regions as statutorily required. These and two additional basis for objections are described in detail in the section below which also includes a deduction for household growth on tribal land and a concern that the vacancy rate standards used by HCD are not substantiated by data, analysis, or literature. In addition, the attached EXCEL worksheet and technical documentation contain SCAG's alternative proposed 6th cycle RHNA determination, which would consist of a range of total housing unit need between 823,808 and 920,772.

BASIS FOR SCAG OBJECTION

Use of SCAG's Population Forecast

HCD did not base its determination on SCAG's RTP/SCS Growth Forecast, which was provided in the original consultation package and via follow-up email to HCD. Government Code 65584.01(a) indicates [emphasis added]:

*“(a) The department’s determination shall be based upon population projections produced by the Department of Finance and regional population forecasts used in preparing regional transportation plans, in consultation with each council of governments. **If the total regional population forecast for the projection year, developed by the council of governments and used for the preparation of the regional transportation plan, is within a range of 1.5 percent of the total regional population forecast for the projection year by the Department of Finance, then the population forecast developed by the council of governments shall be the basis from which the department determines the existing and projected need for housing in the region.** If the difference between the total population projected by the council of governments and the total population projected for the region by the Department of Finance is greater than 1.5 percent, then the department and the council of governments shall meet to discuss variances in methodology used for population projections and seek agreement on a population projection for the region to be used as a basis for determining the existing and projected housing need for the region. If no agreement is reached, then the population projection for the region shall be the population projection for the region prepared by the Department of Finance as may be modified by the department as a result of discussions with the council of governments.”*

SCAG projects total regional population to grow to 20,725,878 by October, 2029. SCAG's projection differs from Department of Finance (DOF) projection of 20,689,591, which was issued by DOF in May, 2018, by 0.18%. The total population provided in HCD's determination is 20,455,355, reflecting an updated DOF projection, differs from SCAG's projection by 1.32%. As SCAG's total projection is within the statutory tolerance of 1.5%, accordingly HCD is to use SCAG's population forecast.

While HCD has emphasized that consistency in approach to the 6th cycle RHNA across regions is a priority, deference to the Council of Governments' forecast as specified in statute is an important aspect of regional planning. Federal requirements for SCAG's Regional Transportation Plan necessitate a forecast of population, households, and employment for evaluating future land use patterns and measuring future travel demand as well as air quality conformity under the federal Clean Air Act. In addition, under SB 375, the State requires SCAG to develop a Sustainable Communities Strategy which is a coordination of transportation and land use in the regional planning process to achieve State's climate goals. Both federal and State requirements are predicated on SCAG's forecast of population, households and employment.

As a result, SCAG has a long-established and well-respected process for producing a balanced forecast of population, households, and employment for the region, the details of which can be found in each Regional Transportation Plan (e.g. http://scagrtpscscs.net/Documents/2016/final/f2016RTPSCS_DemographicsGrowthForecast.pdf). SCAG's quadrennial growth forecast begins with a consensus on appropriate assumptions of fertility, migration, immigration, household formation, and job growth by a panel of state and regional experts including members of DOF's Demographic Research Unit. In addition, SCAG co-hosts an annual demographic workshop with the University of Southern California to keep state and regional experts and stakeholders apprised of demographic and economic trends (<https://www.scag.ca.gov/calendar/Pages/DemographicWorkshop.aspx>).

SCAG places a high priority on generating its own forecasts of population, households, and employment and ensuring the highest possible degree of consistency and integrity of its projections for transportation, land use, and housing planning purposes.

Use of Comparable Regions

Pursuant to Government Code 65584.01(c)(2)(B), HCD's determination of housing need in the SCAG region is not a reasonable application of the methodology and assumptions described in statute. Specifically, HCD compared household overcrowding and cost-burden rates in the SCAG region to national averages rather than to rates in comparable regions as statutorily required.

SCAG's initial consultation package provided an approach using comparable regions to evaluate household overcrowding. SCAG staff met with HCD staff in-person in both Los Angeles and Sacramento to discuss adjustment criteria and how to define a comparable region to Southern California, as our region's size precludes a straightforward comparison. At the direction of HCD, SCAG staff refined its methodology for identifying comparable regions and provided a state-of-the-practice analysis supported by recent demographic and economic literature which determined

that the most appropriate comparison to the SCAG region would be an evaluation against the San Jose, New York, San Francisco, Miami, Seattle, Chicago, San Diego, Washington D.C., Houston, and Dallas metropolitan areas. Despite this collaboration on the subject between HCD and SCAG, HCD elected to reject this approach and instead used national average statistics, which include small metropolitan areas and rural areas having little in common with Southern California.

HCD's choice to use national averages:

- Is inconsistent with the statutory language of SB 828, which added the comparable region standard to RHNA law in order to improve the technical robustness of measures of housing need.
- Is inconsistent with empirical data as economic and demographic characteristics differ dramatically based on regional size and context. For comparison, the median-sized metropolitan region in the country is Fargo, North Dakota with a population of 207,500. That is not a meaningful basis of comparison for the nation's largest MPO.
- Is inconsistent with HCD's own internal practice for the 6th cycle of RHNA. The regional need determination for the Sacramento Area Council of Governments (SACOG), issued on July 18, 2019, was the first 6th cycle RHNA determination following SB 828's inclusion of the comparable region standard. During their consultation process with HCD, SACOG also produced a robust technical analysis to identify comparable regions for the purposes of using overcrowding and cost-burden statistics to determine regional housing needs. However, HCD's final determination for SACOG used this analysis while the SCAG region was held to a different and less reasonable standard.

Improved Vacancy Rate Comparison

HCD seemingly uses unrealistic comparison points to evaluate healthy market vacancy, which is also an unreasonable application of the methodology and assumptions described in statute. While SB 828 specifies a vacancy rate for a healthy rental housing market as no less than 5 percent, healthy market vacancy rates for for-sale housing are not specified. HCD's practice is to compare actual, ACS vacancy rates for the region versus a 5 percent total vacancy rate (i.e. owner and renter markets combined).

During the consultation process, SCAG discussed this matter with HCD staff and provided several points of comparison including historical data, planning standards, and comparisons with other regions. In addition, SCAG staff illustrated that given tenure shares in the SCAG region, HCD's suggestion of a 5 percent total vacancy rate is mathematically equivalent to an 8 percent rental market vacancy rate plus a 2.25 percent for-sale housing vacancy rate. However, in major metropolitan regions, vacancy rates this high are rarely experienced outside of severe economic recessions such as the recent, housing market-driven Great Recession. Given the region's current housing shortage, the high volume of vacant units envisioned in HCD's planning target would be rapidly absorbed, making it an unrealistic standard.

SCAG staff's original suggestion of 5 percent rental vacancy and 1.5 percent for-sale vacancy (resulting in a 3.17 percent total vacancy rate based on current tenure shares) is in fact *higher* than the observed rate in the comparable regions defined above. It is also above Federal Housing Authority standards for regions experiencing slow or moderate population growth. It is also above the very liberal standard of 6 percent for for-rent housing and 2 percent for for-sale housing suggested by the California Office of Planning and Research (equivalent to 3.90 percent total vacancy based on SCAG tenure shares) which would also be a more reasonable application of the methodology.¹

Additional Considerations

In addition to the three key points above, SCAG's proposed alternative includes several other corrections to technical shortcomings in HCD's analysis of regional housing needs.

1. HCD's evaluation of replacement need is based on an arbitrary internal standard of 0.5 percent to 5.0 percent of total housing units. 2010-2019 demolition data provided by DOF suggest that over an 8.25-year period, it is reasonable to expect that 0.14 percent of the region's total housing units will be demolished, but not replaced. This would form the basis of a more reasonable housing needs determination, as DOF's survey represents the most comprehensive and robust data available.
2. Anticipated household growth on tribal land was not excluded from the regional determination as indicated in the consultation package and follow-up communications. Tribal entities within the SCAG region have repeatedly requested that this estimate be excluded from the RHNA process entirely since as sovereign nations, state law does not apply. SCAG's proposed approach is to subtract estimates of household growth on tribal land from the regional determination and ensure that these figures are also excluded from local jurisdictions' annual progress reports (APRs) of new unit construction to HCD during the 6th cycle.
3. A refinement to the adjustment for cost burden would yield a more reasonable determination of regional housing needs. SCAG has repeatedly emphasized the shortcomings of and overlap across various ACS-based measures of housing need. Furthermore, the relationship between new unit construction and cost burden is poorly understood (i.e., what will be the impact of new units on cost, and by extension, cost-burden). Nonetheless, SCAG recognizes that the region's cost burden exceeds that of comparable regions and proposes one modification to HCD's methodology, which currently considers cost burden separately by lower and higher income categories.

While housing security is dependent on income, it is also heavily dependent on tenure. While spending above 30 percent of gross income on housing for renters can reflect true housing insecurity, spending above this threshold for owners is substantially less problematic. This is particularly true for higher income homeowners, who generally benefit from housing shortages as it results in home value appreciation. Thus, a more reasonable application of cost burden

¹ See Nelson, AC. (2004), *Planner's Estimating Guide Projecting Land-Use and Facility Needs*. Planners Press, American Planning Association, Chicago. P. 25.

statistics would exclude cost-burden experienced by moderate and above-moderate owner households and instead make an adjustment based on three of the four income and tenure combinations: lower-income renters, higher-income renters, and lower-income owners.

4. From our review, HCD's data and use of data is not current. In large metropolitan regions, there is no reasonable basis for using 5-year ACS data, which reflects average conditions from 2013 to 2017. For cost-burden adjustments, HCD relies on 2011-2015 CHAS data. By the beginning of the 6th cycle of RHNA, some of the social conditions upon which the determination is based will be eight years old.

During the consultation process, SCAG staff provided HCD with Excel-version data of all inputs needed to replicate their methodology using ACS 2017 1-year data (the most recent available); however, this was not used. The Census bureau is scheduled to release ACS 2018 1-year data on September 26, 2019. SCAG staff would support replicating the same analysis, but substituting 2018 data when it becomes available in order to ensure the most accurate estimates in planning for the region's future.

Finally, given that the manner and order in which modifications are made affects the total housing need, the attachments demonstrate two alternatives with varying interpretations of three of the above points (see boldface, red text in attachments):

- Vacancy rate comparison – SCAG's originally proposed values versus an alternative which emerged from the consultation process
- Replacement need – DOF survey value versus HCD's current practice
- Cost burden measure – whether or not to include higher-income homeowners in this adjustment

We appreciate your careful consideration of this objection. RHNA is a complex process and we recognize the difficult positions that both SCAG and HCD are in but are hopeful that our agencies can reach a reasonable conclusion with respect to the regional need determination. Please contact me if you have questions. I look forward to continuing our close partnership to address the housing crisis in our state.

Sincerely,



Kome Ajise
Executive Director

Attachments

1. SCAG Alternative Determination
2. Excel version: SCAG Alternative Determination and supporting data
3. HCD Letter on Regional Need Determination, August 22, 2019

Attachment 1 SCAG Alternative Determination

1	OPTION A: SCAG region housing needs, June 30 2021-October 1 2029 (8.25 Years)			
2	Population: Oct 1, 2029 (SCAG 2020 RTP/SCS Forecast)			20,725,878
3	- Less Group Quarters Population (SCAG 2020 RTP/SCS Forecast)			-327,879
4	Household (HH) Population, Oct 1, 2029			20,397,998
	Household Formation Groups	SCAG Projected HH Population	Headship rate - see Table 2	Projected Households
		20,397,998		6,668,498
	under 15 years	3,812,391		n/a
	15 - 24 years	2,642,548		147,005
	25 - 34 years	2,847,526		864,349
	35 - 44 years	2,821,442		1,304,658
	45 - 54 years	2,450,776		1,243,288
	55 - 64 years	2,182,421		1,116,479
	65 - 74 years	1,883,181		1,015,576
	75 - 84 years	1,167,232		637,415
	85+	590,480		339,727
5	Projected Households (Occupied Unit Stock)			6,668,498
6	+ Vacancy	Owner	Renter	
	Tenure Share (ACS 2017 1-year)	52.43%	47.57%	
	Households by Tenure	3,496,058	3,172,440	
	Healthy Market Vacancy Standard	1.50%	5.00%	
	SCAG Vacancy (ACS 2017 1-year)	1.13%	3.30%	
	Difference	0.37%	1.70%	
	Vacancy Adjustment	12,953	53,815	66,768
7	+ Overcrowding (Comparison Point vs. Region ACS %)	5.20%	9.82%	4.62%
				308,264
8	+ Replacement Adj (Actual DOF Demolitions)		0.14%	
				9,335
	- Household Growth on Tribal Land (SCAG Estimate)			
				-2,766
9	- Occupied Units (HHs) estimated June 30, 2021 (from DOF data)			
				-6,250,261
10	+ Cost-burden Adjustment (Comparison Point vs. Region)			
				23,969
	6th Cycle Regional Housing Need Assessment (RHNA)			823,808

1	OPTION B: SCAG region housing needs, June 30 2021-October 1 2029 (8.25 Years)				
2	Population: Oct 1, 2029 (SCAG 2020 RTP/SCS Forecast)				20,725,878
3	- Less Group Quarters Population (SCAG 2020 RTP/SCS Forecast)				-327,879
4	Household (HH) Population, Oct 1, 2029				20,397,998
		SCAG Projected HH Population	Headship rate - see Table 2	Projected Households	
	Household Formation Groups				
		20,397,998		6,668,498	
	under 15 years	3,812,391		n/a	
	15 - 24 years	2,642,548		147,005	
	25 - 34 years	2,847,526		864,349	
	35 - 44 years	2,821,442		1,304,658	
	45 - 54 years	2,450,776		1,243,288	
	55 - 64 years	2,182,421		1,116,479	
	65 -74 years	1,883,181		1,015,576	
	75 - 84 years	1,167,232		637,415	
	85+	590,480		339,727	
5	Projected Households (Occupied Unit Stock)				6,668,498
6	+ Vacancy	Owner	Renter		
	Tenure Share (ACS 2017 1-year)	52.43%	47.57%		
	Households by Tenure	3,496,058	3,172,440		
	Healthy Market Vacancy Standard	2.00%	6.00%		
	SCAG Vacancy (ACS 2017 1-year)	1.13%	3.30%		
	Difference	0.87%	2.70%		
	Vacancy Adjustment	30,433	85,540		115,973
7	+ Overcrowding (Comparison Point vs. Region ACS %)	5.20%	9.82%	4.62%	308,264
8	+ Replacement Adj (HCD minimum standard)		0.50%		33,340
	- Household Growth on Tribal Land (SCAG Estimate)				-2,766
9	- Occupied Units (HHs) estimated June 30, 2021 (from DOF data)				-6,250,261
10	+ Cost-burden Adjustment (Comparison Point vs. Region)				47,724
	6th Cycle Regional Housing Need Assessment (RHNA)				920,772

1	Projection period: Gov. Code 65588(f) specifies RHNA projection period start is December 31 or June 30, whichever date most closely precedes end of previous RHNA projection period end date. RHNA projection period end date is set to align with planning period end date. The planning period end date is eight years following the Housing Element due date, which is 18 months following the Regional Transportation Plan adoption rounded to the 15th or end of the month.
2-5	Population, Group Quarters, Household Population, & Projected Households: Pursuant to Government Code Section 65584.01, projections were extrapolated from SCAG's Regional Transportation Plan projections. <u>Population</u> reflects total persons. <u>Group Quarter Population</u> reflects persons in a dormitory, group home, institution, military, etc. that do not require residential housing. <u>Household Population</u> reflects persons requiring residential housing. <u>Projected Households</u> reflect the propensity of persons, by age-groups, to form households at different rates based on Census trends.
6	Vacancy Adjustment: Pursuant to Government Code 65584.01, a 5% minimum is considered to be healthy market vacancy in the for-rent housing market. Vacancy rates in the for-sale market are unspecified in statute. SCAG's analysis of vacancy rates suggests a healthy market standard of 5% for fore-rent housing and 1.5% for for-sale housing. After extensive consultation with HCD, a review of historical trends, regional and national comparison, and various planning standards, a more liberal vacancy standard of 6% for for-rent housing and 2% for for-sale housing may also be supported by this analysis. These standards are compared against ACS 2017 1-year data based on the renter/owner share in the SCAG region.
7	Overcrowding Adjustment: In regions where overcrowding is greater than the Comparable Region Rate, an adjustment is applied based on the amount the region's overcrowding rate (9.82%) exceeds the Comparable Region Rate (5.20%). Data is from 2017 1-year ACS.
8	Replacement Adjustment: A replacement adjustment is applied based on the current 10-year average % of demolitions according to local government annual reports to Department of Finance. While these data suggest an adjustment of 0.14% is most appropriate, SCAG recognizes that HCD's internal practice is to use an adjustment factor of 0.5%.
9	Occupied Units: Reflects DOF's estimate of occupied units at the start of the projection period (June 30, 2021).
10	Cost Burden Adjustment: A cost-burden adjustment is applied to the projected need by comparing the difference in cost-burden by income and tenure group for the region to the cost-burden by income and tenure group for comparable regions. Data are from 2017 1-year ACS and the ACS \$50,000/year household income threshold is used to distinguish between lower and higher income groups. The lower income RHNA is increased by the percent difference between the region and the comparison region cost burden rate for households earning approximately 80% of area median income and below ($88.89\%-84.39\%=4.51\%$ for renters and $27.33\%-20.97\%=6.36\%$ for owners), then this difference is applied to very low- and low-income RHNA proportionate to the share of the population these groups currently represent (Very Low=63% of lower, Low=37% of lower). The higher income RHNA is increased by the percent difference between the region and the comparison region cost burden rate ($67.15\%-65.53\%=1.62\%$ for renters and $23.78\%-17.06\%=6.72\%$ for owners) for households earning above 80% Area Median Income, then this difference is applied to moderate and above moderate income RHNA proportionate to the share of the population these groups currently represent (Moderate=29% of higher, Above Moderate=71% of higher). SCAG's analysis of the cost-burden measure suggests that it may be less appropriate to apply for higher-income owners and it may be excluded from the adjustment.

Option A: Regional Housing Need Allocation (RHNA) Determination				
SCAG Region				
June 30, 2021 through October 1, 2029				
	<u>Income Category</u>	<u>Percent</u>	<u>Housing Unit Need</u>	
	Very-Low *	25.8%	212,284	
	Low	15.1%	124,375	
	Moderate	17.1%	140,601	
	Above-Moderate	42.1%	346,547	
	Total	100.0%	823,808	
	* Extremely-Low	14.6%	included in Very-Low Category	
Option B: Regional Housing Need Allocation (RHNA) Determination				
SCAG Region				
June 30, 2021 through October 1, 2029				
	<u>Income Category</u>	<u>Percent</u>	<u>Housing Unit Need</u>	
	Very-Low *	25.8%	231,084	
	Low	15.1%	135,390	
	Moderate	17.1%	159,982	
	Above-Moderate	42.1%	394,316	
	Total	100.0%	920,772	
	* Extremely-Low	14.6%	included in Very-Low Category	
	<i>Income Distribution : Income categories are prescribed by California Health and Safety Code (Section 50093, et.seq.). Percents are derived based on ACS reported household income brackets and county median income, then adjusted based on the percent of cost-burdened households in the region compared with the percent of cost burdened households nationally.</i>			

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT**

2020 W. El Camino Avenue, Suite 500
Sacramento, CA 95833
(916) 263-2911 / FAX (916) 263-7453
www.hcd.ca.gov



October 15, 2019

Kome Ajise
Executive Director
Southern California Association of Governments
900 Wilshire Boulevard, Suite 1700
Los Angeles, CA 90017

Dear Executive Director Ajise,

RE: Final Regional Housing Need Assessment

The California Department of Housing and Community Development (HCD) has received and reviewed your objection to the Southern California Association of Governments (SCAG)'s Regional Housing Needs Assessment (RHNA) provided on August 22, 2019. Pursuant to Government Code (Gov. Code) section 65584.01(c)(3), HCD is reporting the results of its review and consideration, along with a final written determination of SCAG's RHNA and explanation of methodology and inputs.

As a reminder, there are several reasons for the increase in SCAG's 6th cycle Regional Housing Needs Assessment (RHNA) as compared to the 5th cycle. First, as allowed under Gov. Code 65584.01(b)(2), the 6th cycle RHNA applied housing need adjustment factors to the region's total projected households, thus capturing existing and projected need. Second, overcrowding and cost burden adjustments were added by statute between 5th and 6th cycle; increasing RHNA in regions where incidents of these housing need indicators were especially high. SCAG's overcrowding rate is 10.11%, 6.76% higher than the national average. SCAG's cost burden rate is 69.88% for lower income households, and 18.65% for higher income households, 10.88% and 8.70% higher than the national average respectively. Third, the 5th cycle RHNA for the SCAG region was impacted by the recession and was significantly lower than SCAG's 4th cycle RHNA.

This RHNA methodology establishes the minimum number of homes needed to house the region's anticipated growth and brings these housing need indicators more in line with other communities, but does not solve for these housing needs. Further, RHNA is ultimately a requirement that the region zone sufficiently in order for these homes to have the potential to be built, but it is not a requirement or guarantee that these homes will be built. In this sense, the RHNA assigned by HCD is already a product of moderation and compromise; a minimum, not a maximum amount of planning needed for the SCAG region.

For these reasons HCD has not altered its RHNA approach based on SCAG's objection. However, the cost burden data input has been updated following SCAG's objection due to the availability of more recent data. Attachment 1 displays the minimum RHNA of **1,341,827** total homes among four income categories for SCAG to distribute among its local governments. Attachment 2 explains the methodology applied pursuant to Gov. Code section 65584.01.

The following briefly responds to each of the points raised in SCAG's objection:

Use of SCAG's Population Forecast

SCAG's overall population estimates for the end of the projection period exceed Department of Finance's (DOF) population projections by 1.32%, however the SCAG household projection derived from this population forecast is 1.96% lower than DOF's household projection. This is a result of SCAG's population forecast containing 3,812,391 under 15-year old persons, compared to DOF's population projection containing 3,292,955 under 15-year old persons; 519,436 more persons within the SCAG forecast that are anticipated to form no households. In this one age category, DOF's projections differ from SCAG's forecast by 15.8%.

Due to a greater than 1.5% difference in the population forecast assessment of under 15-year olds (15.8%), and the resulting difference in projected households (1.96%), HCD maintains the use of the DOF projection in the final RHNA.

Use of Comparable Regions

While the statute allows for the council of government to determine and provide the comparable regions to be used for benchmarking against overcrowding and cost burden, Gov. Code 65584.01(b)(2) also allows HCD to "accept or reject information provided by the council of governments or modify its own assumptions or methodology based on this information." Ultimately, HCD did not find the proposed comparable regions an effective benchmark to compare SCAG's overcrowding and cost burden metrics to. HCD used the national average as the comparison benchmark, which had been used previously throughout 6th cycle prior to the addition of comparable region language into the statute starting in January 2019. As the housing crisis is experienced nationally, even the national average does not express an ideal overcrowding or cost burden rate; we can do more to reduce and eliminate these worst-case housing needs.

Vacancy Rate

No changes have been made to the vacancy rate standard used by HCD for the 6th cycle RHNA methodology.

Replacement Need

No changes have been made to the replacement need minimum of adjustment .5%. This accounts for replacement homes needed to account for homes potentially lost during the projection period.

Household Growth Anticipated on Tribal Lands

No changes have been made to reduce the number of households planned in the SCAG region by the amount of household growth expected on tribal lands. The region should plan for these homes outside of tribal lands.

Overlap between Overcrowding and Cost Burden

No changes have been made to overcrowding and cost burden methodology. Both factors are allowed statutorily, and both are applied conservatively in the current methodology.

Data Sources

No changes have been made to the data sources used in the methodology. 5-year American Community Survey data allows for lower margin of error rates and is the preferred data source used throughout this cycle. With regard to cost burden rates, HCD continues to use the Comprehensive Housing Affordability Strategy, known as CHAS data. These are custom tabulations of American Community Survey requested by the U.S. Department of Housing and Urban Development. These custom tabulations display cost burden by income categories, such as lower income, households at or below 80% area median income; rather than a specific income, such as \$50,000. The definition of lower income shifts by region and CHAS data accommodates for that shift. The 2013-2016 CHAS data became available August 9, 2019, shortly prior to the issuance of SCAG's RHNA determination so that data is now used in this RHNA.

Next Steps

As you know, SCAG is responsible for adopting a RHNA allocation methodology for the *projection* period beginning June 30, 2021 and ending October 15, 2029. Pursuant to Gov. Code section 65584(d), SCAG's RHNA allocation methodology must further the following objectives:

- (1) Increasing the housing supply and the mix of housing types, tenure, and affordability in all cities and counties within the region in an equitable manner, which shall result in each jurisdiction receiving an allocation of units for low- and very-low income households.
- (2) Promoting infill development and socioeconomic equity, the protection of environmental and agricultural resources, the encouragement of efficient development patterns, and the achievement of the region's greenhouse gas reductions targets provided by the State Air Resources Board pursuant to Section 65080.
- (3) Promoting an improved intraregional relationship between jobs and housing, including an improved balance between the number of low-wage jobs and the number of housing units affordable to low-wage workers in each jurisdiction.
- (4) Allocating a lower proportion of housing need to an income category when a jurisdiction already has a disproportionately high share of households in that income category, as compared to the countywide distribution of households in that category from the most recent American Community Survey.
- (5) Affirmatively furthering fair housing.

Pursuant to Gov. Code section 65584.04(e), to the extent data is available, SCAG shall include the factors listed in Gov. Code section 65584.04(e)(1-12) to develop its RHNA allocation methodology. Pursuant to Gov. Code section 65584.04(f), SCAG must explain in writing how each of these factors was incorporated into the RHNA allocation methodology and how the methodology furthers the statutory objectives described above. Pursuant to Gov. Code section 65584.04(h), SCAG must consult with HCD and submit its draft allocation methodology to HCD for review.

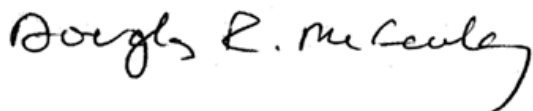
HCD appreciates the active role of SCAG staff in providing data and input throughout the consultation period. HCD especially thanks Ping Chang, Ma'Ayn Johnson, Kevin Kane, and Sarah Jepson.

HCD looks forward to its continued partnership with SCAG to assist SCAG's member jurisdictions meet and exceed the planning and production of the region's housing need. Just a few of the support opportunities available for the SCAG region this cycle include:

- SB 2 Planning Grants and Technical Assistance (application deadline November 30, 2019)
- Regional and Local Early Action Planning Grants
- Permanent Local Housing Allocation

If HCD can provide any additional assistance, or if you, or your staff, have any questions, please contact Megan Kirkeby, Assistant Deputy Director for Fair Housing, at megan.kirkeby@hcd.ca.gov.

Sincerely,

A handwritten signature in black ink that reads "Douglas R. McCauley". The signature is written in a cursive, flowing style.

Douglas R. McCauley
Acting Director

Enclosures

ATTACHMENT 1**HCD REGIONAL HOUSING NEED DETERMINATION****SCAG: June 30, 2021 – October 15, 2029 (8.3 years)**

<u>Income Category</u>	<u>Percent</u>	<u>Housing Unit Need</u>
Very-Low*	26.2%	351,796
Low	15.4%	206,807
Moderate	16.7%	223,957
Above-Moderate	41.7%	559,267
Total	100.0%	1,341,827
* Extremely-Low	14.5%	Included in Very-Low Category

*Notes:***Income Distribution:**

Income categories are prescribed by California Health and Safety Code (Section 50093, et.seq.). Percents are derived based on ACS reported household income brackets and regional median income, then adjusted based on the percent of cost-burdened households in the region compared with the percent of cost burdened households nationally.

ATTACHMENT 2

HCD REGIONAL HOUSING NEED DETERMINATION
SCAG: June 30, 2021 – October 15, 2029 (8.3 years)

Methodology

SCAG: June 30, 2021-October 15, 2029 (8.3 Years)					
HCD Determined Population, Households, & Housing Need					
1.	Population: DOF 6/30/2029 projection adjusted +3.5 months to 10/15/2029				20,455,355
2.	- Group Quarters Population: DOF 6/30/2029 projection adjusted +3.5 months to 10/15/2029				-363,635
3.	Household (HH) Population: October 15, 2029				20,079,930
	Household Formation Groups	HCD Adjusted DOF Projected HH Population	DOF HH Formation Rates	HCD Adjusted DOF Projected Households	
		20,079,930		6,801,760	
	under 15 years	3,292,955	n/a	n/a	
	15 – 24 years	2,735,490	6.45%	176,500	
	25 – 34 years	2,526,620	32.54%	822,045	
	35 – 44 years	2,460,805	44.23%	1,088,305	
	45 – 54 years	2,502,190	47.16%	1,180,075	
	55 – 64 years	2,399,180	50.82%	1,219,180	
	65 – 74 years	2,238,605	52.54%	1,176,130	
	75 – 84 years	1,379,335	57.96%	799,455	
	85+	544,750	62.43%	340,070	
4.	Projected Households (Occupied Unit Stock)				6,801,760
5.	+ Vacancy Adjustment (2.63%)				178,896
6.	+ Overcrowding Adjustment (6.76%)				459,917
7.	+ Replacement Adjustment (.50%)				34,010
8.	- Occupied Units (HHs) estimated (June 30, 2021)				-6,250,261
9.	+ Cost Burden Adjustment (Lower Income: 10.63%, Moderate and Above Moderate Income: 9.28%)				117,505
6 th Cycle Regional Housing Need Assessment (RHNA)					1,341,827

Explanation and Data Sources

- 1-4. Population, Group Quarters, Household Population, & Projected Households: Pursuant to Government Code Section 65584.01, projections were extrapolated from Department of Finance (DOF) projections. Population reflects total persons. Group Quarter Population reflects persons in a dormitory, group home, institution, military, etc. that do not require residential housing. Household Population reflects persons requiring residential housing. Projected Households reflect the propensity of persons, by age-groups, to form households at different rates based on Census trends.
5. Vacancy Adjustment: HCD applies a vacancy adjustment based on the difference between a standard 5% vacancy rate and the region's current "for rent and sale" vacancy percentage to provide healthy market vacancies to facilitate housing availability and resident mobility. The adjustment is the difference between standard 5% and region's current vacancy rate (2.37%) based on the 2013-2017 5-year American Community Survey (ACS) data. For SCAG that difference is 2.63%.
6. Overcrowding Adjustment: In region's where overcrowding is greater than the U.S overcrowding rate of 3.35%, HCD applies an adjustment based on the amount the region's overcrowding rate (10.11%) exceeds the U.S. overcrowding rate (3.35%) based on the 2013-2017 5-year ACS data. For SCAG that difference is 6.76%.

Continued on next page

7. Replacement Adjustment: HCD applies a replacement adjustment between .5% & 5% to total housing stock based on the current 10-year average of demolitions in the region's local

government annual reports to Department of Finance (DOF). For SCAG, the 10-year average is .14%, and SCAG's consultation package provided additional data on this input indicating it may be closer to .41%; in either data source the estimate is below the minimum replacement adjustment so the minimum adjustment factor of .5% is applied.

8. Occupied Units: Reflects DOF's estimate of occupied units at the start of the projection period (June 30, 2021).
9. Cost Burden Adjustment: HCD applies an adjustment to the projected need by comparing the difference in cost-burden by income group for the region to the cost-burden by income group for the nation. The very-low and low income RHNA is increased by the percent difference ($69.88\% - 59.01\% = 10.88\%$) between the region and the national average cost burden rate for households earning 80% of area median income and below, then this difference is applied to very low- and low-income RHNA proportionate to the share of the population these groups currently represent. The moderate and above-moderate income RHNA is increased by the percent difference ($18.65\% - 9.94\% = 8.70\%$) between the region and the national average cost burden rate for households earning above 80% Area Median Income, then this difference is applied to moderate and above moderate income RHNA proportionate to the share of the population these groups currently represent. Data is from 2013-2016 Comprehensive Housing Affordability Strategy (CHAS).

THE CITY OF SAN FERNANDO

CITY COUNCIL

September 13, 2019

MAYOR
JOEL FAJARDO

VICE MAYOR
SYLVIA BALLIN

COUNCILMEMBER
ROBERT C. GONZALES

COUNCILMEMBER
ANTONIO LOPEZ

COUNCILMEMBER
HECTOR A. PACHECO

The Honorable Peggy Huang

Community, Economic and Human Development Policy Committee

Regional Housing Needs Assessment Subcommittee

Southern California Association of Governments

900 Wilshire Boulevard, Suite 1700

Los Angeles, CA 90017

SUBJECT: Comments on Proposed Regional Housing Needs Assessment (RHNA)
Methodology

Dear Honorable Peggy Huang:

The purpose of this letter is to transmit the City of San Fernando's comments on the proposed RHNA methodologies for the upcoming 6th Cycle. First, I would like to reiterate San Fernando's track record as a responsible local jurisdiction committed to adhering to the objectives of Housing Element law. **Per the approved 2018 Annual Progress Report for the 5th Cycle, San Fernando has achieved more than half of its very low-income housing unit allocation, has already exceeded its low-income allocation by over 325%, is on pace to surpass its moderate-income allocation during this calendar year, and has achieved more than 42% of its above moderate allocation. Combined, San Fernando has already achieved 93.5% of the total housing units allocated for the 5th Cycle.**

Second, while San Fernando finds Option 3 to be the most acceptable methodology for determining local housing need, several modifications are recommended to the overall determination of the proposed options. These recommended modifications are shared in detail below.

Address existing and projected housing need over multiple RHNA cycles

At minimum, this allocation should be apportioned over multiple RHNA cycles. It is senseless for the state to require that a deficit in existing housed generated over multiple decades be corrected within 8.25 years. Compounding the existing need allocation with projected housing need makes the 6th Cycle allocations even more unrealistic. Further, basing punitive measures, which exist under SB 35 and other recent legislation, upon unattainable targets is bad public policy.

ADMINISTRATION
DEPARTMENT

117 MACNEIL STREET
SAN FERNANDO
CALIFORNIA
91340

OFFICE OF THE
CITY MANAGER
(818) 898-1202

PERSONNEL DIVISION
(818) 898-1220

THE HONORABLE PEGGY HUANG

Comments on Proposed Regional Housing Needs Assessment (RHNA) Methodology

Page 2 of 3

Establish a Baseline RHNA allocation for all jurisdictions

Given its track record as a responsible local jurisdiction, San Fernando is troubled by the relative inaction by some other local jurisdictions on affordable housing.

Establishing a baseline RHNA allocation helps address some of the inequities of the current 5th Cycle, and ensures that every jurisdiction within the SCAG region participates meaningfully in providing housing units in their community.

As a corollary, **the methodology should factor and provide credit for any surplus of affordable housing units produced during the current cycle.** This would prevent local jurisdictions from a quandary whereby they might wish that housing stock construction be delayed simply to have it count towards the 6th Cycle allocation.

Utilize the Social Equity Formula to determine both existing and projected housing need

This would better address the disproportionate shares of affordable housing provided in lower income, predominately minority jurisdictions in comparison to higher income, less diverse jurisdictions. Consider a greater than 150% social equity adjustment and apply it to both existing and projected need.

Rethink the High Quality Transit Area (HQTa) factor

HQTa's often exist in primarily urbanized, less affluent parts of the SCAG region. It can be reasonably concluded that within Options 1 and 2, the 20% allocation of the determination based on a jurisdiction's share of regional population within an HQTa ignores certain realities in many jurisdictions containing HQTa's. **Such areas have already confronted two hardships, the first being the challenges that disadvantaged communities face to attract development of every type, and the second being making available public transit within their communities.** The HQTa factor seems to let other communities that haven't already addressed these two challenges off the hook.

Lastly, the City of San Fernando reserves its right to appeal not only its ultimate 6th Cycle allocation, but also the allocations for any other local jurisdictions. Last month, the California Department of Housing and Community Development (HCD) provided SCAG with its regional housing need determination of 1,344,740 total units to distribute among its local jurisdictions. This number far exceeds the number adopted by SCAG, which was determined based upon local input of approximately 430,000 total units.

The City strongly suggests that SCAG appeal the regional housing need determination from HCD. This is critical as SB 35, and other recent legislation,

THE HONORABLE PEGGY HUANG

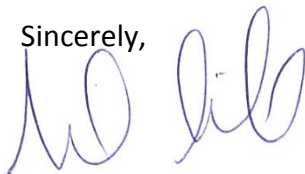
Comments on Proposed Regional Housing Needs Assessment (RHNA) Methodology

Page 3 of 3

have now armed the RHNA allocations with real regulatory repercussions. Ultimately, SCAG must certainly recognize that HCD's determination equates to a **RHNA allocation for most local jurisdictions that does not mesh with either basic economic theory or fiscal reality.** The market cannot support this many housing units nor can existing or planned public infrastructure. **Building sufficient infrastructure to even support this extent of housing would put many jurisdictions at risk of insolvency.** Further, requiring local jurisdictions which have worked diligently to achieve current RHNA allocations to now designate significant amounts of multi-family, commercial and industrial land to higher-intensity residential may understandably result in a rebuttal at the community level.

San Fernando appreciates SCAG's time and effort on this challenging planning issue and we thank you for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Nick Kimball', with a stylized flourish at the end.

Nick Kimball
City Manager

cc: San Fernando City Council
Timothy Hou, Deputy City Manager/Director of Community Development
Rick Olivarez, City Attorney
Kome Ajise, SCAG
Ma'Ayn Johnson, SCAG

THE CITY OF SAN FERNANDO

CITY COUNCIL

November 17, 2020

MAYOR
JOEL FAJARDO

VICE MAYOR
HECTOR A. PACHECO

COUNCILMEMBER
SYLVIA BALLIN

COUNCILMEMBER
ROBERT C. GONZALES

COUNCILMEMBER
MARY MENDOZA

The Honorable Rex Richardson, President
Southern California Association of Governments
900 Wilshire Boulevard, Suite 1700
Los Angeles, CA 90017

SUBJECT: City of San Fernando Support for Request to Convene a Special Closed Meeting of the SCAG Regional Council to Discuss the Recommendations of the SCAG RHNA Litigation Committee

Dear President Richardson:

We have been monitoring the information and discussions that have been raised by jurisdictions, on whether the State Department of Housing and Community Development (HCD) followed housing law in issuing a housing need of 1.34 million units to the SCAG region. This was an issue that was raised by SCAG staff in its own September 18, 2019 objection letter to HCD, and a reason why SCAG initially established and convened meetings of a SCAG RHNA Litigation Committee back in late 2019. At that time, it was reported that no litigation would be pursued.

Since that time, and at the request of SCAG RHNA Subcommittee Chair Peggy Huang, we understand that you reconvened the SCAG RHNA Litigation Committee, and further, that a meeting was held on November 2, 2020 to continue discussions on the issue. You reported out at the November 4, 2020 SCAG Executive/Administration Committee meeting and the November 5, 2020 SCAG Regional Council meeting, that there was a general consensus of the RHNA Litigation Committee that SCAG not pursue any litigation actions against HCD.

At the November 5, 2020 Regional Council meeting, two Regional Council members asked if a special closed session of the SCAG Regional Council could be scheduled, to further discuss the recommendation of the RHNA Litigation Committee and receive the information that was presented to the RHNA Litigation Committee. You responded that you needed to hear from a cross-section of members and be respectful of all viewpoints, to see if there are any concerns with the recommendation of the RHNA Litigation Committee.

The City of San Fernando is responding to your outreach. We support the request that the SCAG Regional Council conduct a special closed meeting to discuss the RHNA Litigation Committee's recommendation. As a SCAG member jurisdiction,

OFFICE OF THE
CITY COUNCIL

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91340

(818) 898-1201

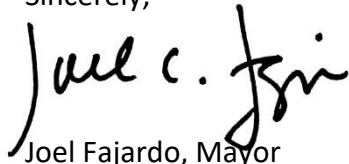
WWW.SFCITY.ORG

THE HONORABLE REX RICHARDSON

City of San Fernando Support for Request to Convene a Special Closed Meeting of the SCAG Regional Council to Discuss the Recommendations of the SCAG RHNA Litigation Committee
Page 2 of 2

we feel this discussion has direct relevance to our jurisdiction and our RHNA allocation, and merits the additional consideration and recommendation of the Regional Council. We hope that this special meeting can be convened immediately.

Sincerely,

A handwritten signature in black ink that reads "Joel C. Fajardo". The signature is written in a cursive, flowing style.

Joel Fajardo, Mayor
City of San Fernando

cc: Kome Ajise, SCAG Executive Director
SCAG Regional Council District 67 Representative Hon. Hector Pacheco of
City of San Fernando
John Bwarie, San Fernando Valley Council of Governments

THE CITY OF SAN FERNANDO

CITY COUNCIL

July 30, 2021

MAYOR
SYLVIA BALLIN

VICE MAYOR
MARY MENDOZA

COUNCILMEMBER
CINDY MONTAÑEZ

COUNCILMEMBER
HECTOR A. PACHECO

COUNCILMEMBER
CELESTE T. RODRIGUEZ

The Honorable Toni Atkins
President pro Tempore, California State Senate
State Capitol Building, Room 205
Sacramento, CA 95814

RE: Opposition to SB 9 (Atkins) Increasing Density in Single-Family Zones

Dear Senate President pro Tempore Atkins,

The City Council for the City of San Fernando is writing to express our OPPOSITION to Senate Bill 9 (Atkins), which would require local governments to ministerially approve urban lot splits and authorize housing developments containing multiple residential units in single-family residential zones.

Housing affordability and homelessness are among the most critical issues facing the City of San Fernando. San Fernando is in the midst of updating the Housing Element of the General Plan to lay the groundwork for housing production by planning and zoning for additional housing projects based on extensive public input and engagement, state housing laws, and the needs of the building industry.

SB 9 (Atkins), as currently constituted, has the potential to allow up to six (6) housing units (not 4) where one single-family home stands today. Under SB 9 (Atkins), single-family lots can be split and transformed into 6-units "by-right" with no public hearings; no affordability requirements; no enclosed parking requirements; no yard/green space with inadequate setbacks from neighbors; no requirement for tree preservation/planting, even within heat island areas such as San Fernando; and no consideration of fire hazard or flood zones.

SB 9 (Atkins) will destroy single-family neighborhoods in San Fernando and hurt residents. This state mandated upzoning will drive land costs higher and, in turn, further increase housing costs. Individuals and families would be competing against property investors, pension funds and property rental corporations to purchase property in the City. This Bill will take away San Fernando residents' right to control local zoning and decide upon the character of the community; thereby, putting their life savings and financial investment in their property and the community at risk.

The City of San Fernando is committed to being part of the solution to the housing shortfall across all income levels and will continue to work collaboratively with

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HONORABLE TONI ATKINS

Opposition to SB 9 (Atkins) Increasing Density in Single-Family Zones

Page 2 of 2

state and local legislators address these issues in a manner that does not decimate the character of California communities. For these reasons outlined in this letter, the City of San Fernando strongly opposes SB 9 (Atkins).

Sincerely,

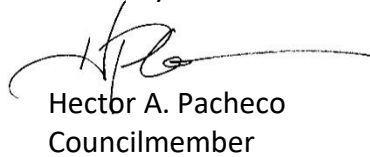

Sylvia Ballin

Mayor


Mary Mendoza

Vice Mayor


Cindy Montañez
Councilmember


Hector A. Pacheco
Councilmember


Celeste T. Rodriguez
Councilmember

cc: Honorable Gavin Newsom, California Governor
Honorable Robert Hertzberg, California State Senator and Majority
Leader, 18th Senate District
Honorable Luz Rivas, California State Assemblymember, 39th Assembly
District
Jennifer Quan, Regional Public Affairs Manager, League of California Cities,
jquan@cacities.org
League of California Cities, SupportLocalRecovery@cacities.org

THE CITY OF SAN FERNANDO

CITY COUNCIL

July 30, 2021

MAYOR
SYLVIA BALLIN

VICE MAYOR
MARY MENDOZA

COUNCILMEMBER
CINDY MONTAÑEZ

COUNCILMEMBER
HECTOR A. PACHECO

COUNCILMEMBER
CELESTE T. RODRIGUEZ

The Honorable Scott Weiner
California State Senator, 11th Senate District
State Capitol Building, Room 5100
Sacramento, CA 95814

RE: Opposition to SB 10 (Weiner) Increasing Density in Single-Family Zones

Dear Senator Weiner,

The City Council for the City of San Fernando is writing to express our OPPOSITION to Senate Bill 10 (Weiner), which would require local governments to ministerially approve urban lot splits and authorize housing developments containing multiple residential units in single-family residential zones.

Housing affordability and homelessness are among the most critical issues facing the City of San Fernando. San Fernando is in the midst of updating the Housing Element of the General Plan to lay the groundwork for housing production by planning and zoning for additional housing projects based on extensive public input and engagement, state housing laws, and the needs of the building industry.

SB 10 (Weiner) authorizes cities to streamline the process to construct a ten (10) unit multi-family building plus two (2) Accessory Dwelling Units plus two (2) Junior Accessory Dwelling Units on any single family lot located near a transit-rich area or an urban infill site and exempt such projects from the California Environmental Quality Act (CEQA). SB 10 (Weiner) does not ensure construction of affordable units and creates a the potential for developers and property investment prospectors to significantly increase the density of single family neighborhoods and tax the already strained parking, utility, and street infrastructure of the City.

SB 10 (Weiner) is another attempt to impose a one-size-fits-all response to the State's housing shortage and will decimate single-family neighborhoods in San Fernando and hurt residents.

The City of San Fernando is committed to being part of the solution to the housing shortfall across all income levels and will continue to work collaboratively with state and local legislators address these issues in a manner that does not devastate the character of California communities. For these reasons outlined in this letter, the City of San Fernando strongly opposes SB 10 (Weiner).

OFFICE OF THE
CITY COUNCIL

117 MACNEIL STREET
SAN FERNANDO
CALIFORNIA
91340

(818) 898-1201

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HONORABLE SCOTT WEINER

Opposition to SB 10 (Weiner) Increasing Density in Single-Family Zones

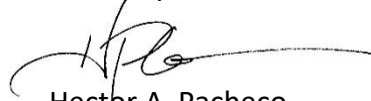
Page 2 of 2

Sincerely,


Sylvia Ballin
Mayor


Mary Mendoza
Vice Mayor


Cindy Montañez
Councilmember


Hector A. Pacheco
Councilmember


Celeste T. Rodriguez
Councilmember

cc: Honorable Gavin Newsom, California Governor
Honorable Robert Hertzberg, California State Senator and Majority
Leader, 18th Senate District
Honorable Luz Rivas, California State Assemblymember, 39th Assembly
District
Jennifer Quan, Regional Public Affairs Manager, League of California Cities,
jquan@cacities.org
League of California Cities, SupportLocalRecovery@cacities.org

THE CITY OF SAN FERNANDO

CITY COUNCIL

September 8, 2021

MAYOR
SYLVIA BALLIN

The Honorable Gavin Newsom

VICE MAYOR
MARY MENDOZA

Governor, State of California

First Floor, State Capitol

COUNCILMEMBER
CINDY MONTAÑEZ

Sacramento, CA 95814

Leg.unit@gov.ca.gov

COUNCILMEMBER
HECTOR A. PACHECO

RE: VETO REQUEST - SB 9 (Atkins) Increased Density in Single-Family Zones

COUNCILMEMBER
CELESTE T. RODRIGUEZ

Dear Governor Newsom:

The City of San Fernando writes to strongly urges your VETO on SB 9 (Atkins).

SB 9 has the potential to allow up to six (6) housing units (not 4) where one single-family home stands today. Under SB 9, single-family lots can be split and transformed into 6-units “by-right” with no public hearings; no affordability requirements; no enclosed parking requirements; no yard/green space with inadequate setbacks from neighbors; no requirement for tree preservation/planting, even within heat island areas such as San Fernando; and no consideration of fire hazard or flood zones.

SB 9 will destroy single-family neighborhoods in San Fernando and hurt residents. This state mandated upzoning will drive land costs higher and, in turn, further increase housing costs. Individuals and families would be competing against property investors, pension funds and property rental corporations to purchase property in the City. This Bill will take away San Fernando residents’ right to control local zoning and decide upon the character of the community; thereby, putting their life savings and financial investment in their property and the community at risk.

Housing affordability and homelessness are among the most critical issues facing California cities. Affordably priced homes are out of reach for many people and housing is not being built fast enough to meet the current or projected needs of people living in the state. Cities lay the groundwork for housing production by planning and zoning new projects in their communities based on extensive public input and engagement, state housing laws, and the needs of the building industry. Importantly, cities are currently updating housing plans to identify sites for more than two million additional housing units.

OFFICE OF THE
CITY COUNCIL

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HONORABLE GAVIN NEWSOM

SB 9 (Atkins) Increased Density in Single-Family Zones VETO REQUEST

Page 2 of 2

While we appreciate President pro Tempore Atkins' desire to pursue a housing production proposal, SB 9 does not guarantee the construction of affordable housing nor will it spur additional housing development in a manner that supports local flexibility, decision making, and community input. State-driven ministerial or by-right housing approval processes fail to recognize the extensive public engagement associated with developing and adopting zoning ordinances and housing elements that are certified by the California Department of Housing and Community Development.

Policy makers must avoid pushing new, unproven policies that would undermine local planning, change the rules mid-stream, or conflict with the myriad of new housing laws recently passed that cities are now implementing.

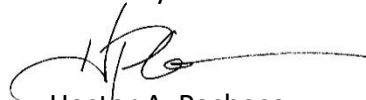
The City of San Fernando is committed to being part of the solution to the housing shortfall across all income levels and will continue to work collaboratively with state and local legislators address these issues in a manner that does not decimate the character of California communities. For these reasons outlined in this letter, the San Fernando strongly urges you to VETO SB 9 (Atkins).

Sincerely,


Sylvia Ballin
Mayor


Mary Mendoza
Vice Mayor


Cindy Montañez
Councilmember


Hector A. Pacheco
Councilmember


Celeste T. Rodriguez
Councilmember

cc: Honorable Robert Hertzberg, California State Senator and Majority Leader, 18th Senate District
Honorable Luz Rivas, California State Assemblymember, 39th Assembly District
Ronda Paschal, Deputy Legislative Secretary, Office of Governor Newsom
Jennifer Quan, Regional Public Affairs Manager, League of California Cities, jquan@cacities.org
League of California Cities, CityLetters@calcities.org

THE CITY OF SAN FERNANDO

CITY COUNCIL

February 14, 2022

MAYOR
MARY MENDOZA

VICE MAYOR
HECTOR A. PACHECO

COUNCILMEMBER
SYLVIA BALLIN

COUNCILMEMBER
CINDY MONTAÑEZ

COUNCILMEMBER
CELESTE T. RODRIGUEZ

Honorable Rob Bonta
Attorney General of California
1300 I Street, 17th Floor
Sacramento, CA 95814

SUBJECT: Letter of support for the Brand-Huang-Mendoza Tripartisan Land Use Initiative and Ballot Initiative No. 21-0016A1, titled "Provides that Local Land-Use and Zoning Laws Override Conflicting State Laws. Initiative Constitutional Amendment"

Dear Attorney General Bonta:

The City Council of the City of San Fernando (City) hereby expresses its support to the Brand-Huang-Mendoza Tripartisan Land Use Initiative and its Ballot Initiative No. 21-0016A1, titled "Provides That Local Land-Use and Zoning Laws Override Conflicting State Laws. Initiative Constitutional Amendment." We applaud your efforts to pass this needed Constitutional Amendment to make local zoning and land use decisions a local community affair and not of State interest.

Although the City appreciates the intent of the State Legislature passing Senate Bill 9 (SB 9) to boost housing production, SB 9 overreaches that purpose by usurping local land use and zoning authority and threatening our cherished City's orderly and beneficial development. SB 9 inhibits our ability to effectively plan for and implement policies to stimulate the efficient production of affordable housing in the City.

The City Council is concerned about potentially significant impacts that SB 9 will have on the character of our residential neighborhoods and the quality of life of our citizens. At 2.4 square miles, the City is entirely built-out and zoned predominantly for single-family housing, and with our existing densely built neighborhoods, many of the City's streets already face serious traffic congestion and parking shortages. There are additional concerns related to environmental quality and emergency-response effectiveness that coincide with unplanned residential density increases. SB 9 undermines the City's ability to address such challenges through safe and effective planning.

It is crucial for our City to maintain its land use authority in order to provide the best solutions for current and future residents. It is important to retain the ability to determine which projects require review beyond ministerial approval, what

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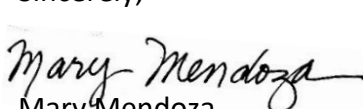
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HONORABLE ATTORNEY GENERAL BONTA

Letter of support for the Brand-Huang-Mendoza Tripartisan Land Use Initiative and Ballot Initiative No. 21-0016A1, titled "Provides that Local Land-Use and Zoning Laws Override Conflicting State Laws. Initiative Constitutional Amendment"
Page 2 of 2

parking requirements are appropriate for various neighborhoods, and what housing plans and programs are suitable and practical for each community based on their unique circumstances and needs. Zoning and land use authority must rest with the local government in order to effectively solve the statewide housing crisis with solutions that address the unique needs and conditions of each unique local community. For these reasons, we support the Brand-Huang-Mendoza Tripartisan Land Use Initiative committee and the ballot initiative aimed at providing that local land-use and zoning laws override conflicting state laws.

Sincerely,



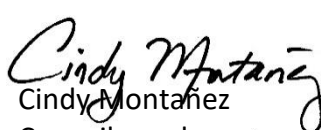
Mary Mendoza
Mayor



Hector A. Pacheco
Vice Mayor



Sylvia Ballin
Councilmember



Cindy Montañez
Councilmember



Celeste T. Rodriguez
Councilmember

cc: Honorable Gavin Newsom, California Governor
Honorable Robert Hertzberg, California State Senator and Majority Leader,
18th Senate District
Honorable Luz Rivas, California State Assemblymember, 39th Assembly
District
Ronda Paschal, Deputy Legislative Secretary, Office of Governor Newsom
Jennifer Quan, Regional Public Affairs Manager, League of California Cities
(JQuan@cacities.org)
League of California Cities (CityLetters@calcities.org)

THE CITY OF SAN FERNANDO

CITY COUNCIL

June 14, 2022

MAYOR
MARY MENDOZA

VICE MAYOR
HECTOR A. PACHECO

COUNCILMEMBER
SYLVIA BALLIN

COUNCILMEMBER
CINDY MONTAÑEZ

COUNCILMEMBER
CELESTE T. RODRIGUEZ

Honorable Robert Hertzberg
18th Senate District and Majority Leader
6150 Van Nuys Blvd, #400
Van Nuys, A 91401

SUBJECT: City of San Fernando's Opposition to AB 2097 (Friedman) Regarding Residential and Commercial Development Parking Requirements

Dear Senator Hertzberg:

The City Council of the City of San Fernando, on behalf of our residents and constituents, hereby expresses our strong opposition to AB 2097. We respectfully request that you vote "no" on the bill, which is currently under review in the State Senate, as it will unquestionably negatively impact the quality of life for our residents and business owners.

AB 2097 would prohibit the City of San Fernando from requiring developers to provide a reasonable minimum amount of parking for any 40-unit-or-less residential project, affordable housing project, or commercial project, whenever the project is located within ½ mile from a public transit stop.

In the City of San Fernando, this creates a severe problem, because almost every residential project is either under 40 units or affordable, and 98% of our residential properties and 100% of our commercial properties are within ½ mile from a public transit stop. In practical terms, every project in the City will likely be exempt from providing any parking, and our community will be inundated with projects that clog our severely dwindling street parking supply.

Although some of our residents use transit, many cannot as it either significantly increases travel time and time away from family (i.e. the Metro Bus) or is costly to use (i.e. Metrolink). Our community is primarily comprised of working-class people that need cars to get to their jobs. Thus, our residents in new developments will continue to own automobiles for living, working, or shopping, and they will need to park nearby.

The San Fernando community is already densely-built, with many multi-generation households. Our residential areas have historically faced inadequate street parking and congestion, which has been exacerbated in recent years by other State imposed parking prohibition related to Accessory Dwelling Units. To

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HONORABLE ROBERT HERTZBERG

City of San Fernando's Opposition to AB 2097 (Friedman)

Regarding Residential and Commercial Development Parking Requirements

Page 2 of 2


manage these issues, our City needs authority for requiring developers to provide reasonable parking, when it is appropriate. A one-size-fits-all approach will create more problems than it solves. AB 2097 inhibits our City's ability to address parking challenges through safe and effective planning, which should be reviewed on a project-by-project basis that considers the particular project, the particular plans and programs in place, and the particular needs of the neighborhood.

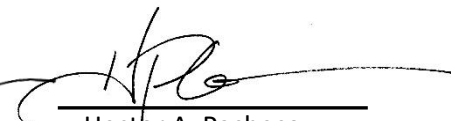
If the State legislatively preempts our ability to require developers to accommodate at least a reasonable amount of parking for our citizens, it will turn our already critical parking problems into a parking crisis. We foresee a dire situation, with worsened parking demand, congestion, delayed emergency-response effectiveness, noise and emissions from circling blocks to find spaces, and a slew of other environmental issues under AB 2097.

While we appreciate the intent of boosting housing production, AB 2097 hampers our efforts for orderly and beneficial development that would further stimulate the efficient production of affordable housing in the City. It is crucial for San Fernando to maintain authority to address local parking problems to provide the best solutions for current and future residents. For these reasons, the City Council of the City of San Fernando urges you to vote "no" on AB 2097, when it is heard by the Senate.

Sincerely,

COUNCILMEMBER ELECTRONIC SIGNATURES


Mary Mendoza
Mayor


Hector A. Pacheco
Vice Mayor


Sylvia Ballin
Councilmember


Cindy Montañez
Councilmember


Celeste Rodriguez
Councilmember

cc: Honorable Gavin Newsom, California Governor
Honorable Luz Rivas, California State Assemblymember, 39th Assembly District
Ronda Paschal, Deputy Legislative Secretary, Office of Governor Newsom
Jennifer Quan, Regional Public Affairs Manager, League of California Cities,
jquan@cacities.org
League of California Cities, CityLetters@calcities.org

THE CITY OF SAN FERNANDO

CITY COUNCIL

March 22, 2023

MAYOR
CELESTE T. RODRIGUEZ

VICE MAYOR
MARY MENDOZA

COUNCILMEMBER
JOEL FAJARDO

COUNCILMEMBER
CINDY MONTAÑEZ

COUNCILMEMBER
MARY SOLORIO

Honorable Scott Wiener
Chair, Senate Committee on Housing
1021 O Street, Suite 3330
Sacramento, CA 95814

SUBJECT: City of San Fernando's Opposition to SB 423 (Wiener) Regarding Streamlined Housing Approvals: Multifamily Housing Developments: SB 35 (Chapter 366, Statutes of 2017) Expansion

Dear Senator Weiner:

On behalf of our residents and constituents, the City of San Fernando writes to express our opposition to your measure, SB 423, which would greatly expand SB 35 (Chapter 366, Statutes of 2017) provisions and eliminate the January 1, 2026 sunset date, as it will unquestionably negatively impact the quality of life for our residents and business owners.

SB 423 is the latest overreaching bill that would double-down on the recent trend of the state overriding its own mandated local housing plans by forcing cities to approve certain housing projects without regard to the needs of the community, opportunities for environmental review, or public input. The San Fernando community is already densely-built, with many multi-generation households. Our residential areas have historically faced inadequate street parking, congestion, and stressed water and sewer infrastructure, which has been exacerbated in recent years by other State imposed housing bills.

While it may be frustrating for some developers to address neighborhood concerns about traffic, parking, and other development impacts, those directly affected by such projects have a right to be heard. Public engagement also often leads to better projects. Not having such outlets will increase public distrust in government and result in additional ballot measures limiting housing development.

San Fernando intimately understands the housing crisis as it plays out in our community every day. We are working to find creative solutions so homes of all income levels can be built while navigating the state's annual barrage of overreaching housing bills without a real measurement of their effectiveness.

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HONORABLE SCOTT WIENER

City of San Fernando's Opposition to SB 423 (Wiener) Regarding Streamlined Housing Approvals: Multifamily Housing Developments: SB 35 (Chapter 366, Statutes of 2017) Expansion
Page 2 of 2

Instead of continuing to pursue top-down, one-size-fits-all legislation, lawmakers should partner with local officials to create tailored solutions that preserve, rather than destroy, our local culture and character. The League of California Cities is calling on Governor Newsom and lawmakers to include a \$3 billion annual investment in the state budget to help cities prevent and reduce homelessness and spur housing development. Targeted, ongoing funding is the only way cities can find community-based solutions that get our residents off the streets and keep them in their homes. California will never produce the number of homes needed with an increasingly state driven, by-right housing approval process. What is really needed is a sustainable state investment that matches the scale of this long-term crisis.

While we appreciate the intent of boosting housing production, SB 423 hampers our efforts for orderly and beneficial development that would further stimulate the efficient production of affordable housing in the City. It is crucial for San Fernando to maintain authority over multi-family housing to provide the best solutions for current and future residents. For these reasons, the City Council of the City of San Fernando opposes SB 423.

Sincerely,

COUNCILMEMBER ELECTRONIC SIGNATURES


Celeste T. Rodriguez
Mayor


Mary Mendoza
Vice Mayor


Joel Fajardo
Councilmember


Cindy Montanez
Councilmember


Mary Solorio
Councilmember

cc: Honorable Caroline Menjivar, California State Senator, 20th Senate District
Honorable Luz Rivas, California State Assemblymember, 39th Assembly District
Jennifer Quan, League of California Cities (jquan@cacities.org)
League of California Cities (CityLetters@calcities.org)

THE CITY OF SAN FERNANDO

CITY COUNCIL

June 20, 2023

MAYOR
CELESTE T. RODRIGUEZ

VICE MAYOR
MARY MENDOZA

COUNCILMEMBER
JOEL FAJARDO

COUNCILMEMBER
CINDY MONTAÑEZ

COUNCILMEMBER
MARY SOLORIO

The Honorable Monique Limón
Member, California State Senate
1021 O Street, Room 6510
Sacramento, CA 95814

SUBJECT: City of San Fernando **OPPOSES SB 584 (Limón)** Laborforce Housing:
Short-Term Rental Tax Law

Dear Senator Limón,

The City of San Fernando **opposes** on your measure SB 584, **unless amended**. The proposed legislation would impose a 15% tax on the occupancy of short-term rentals IN ADDITION to any local taxes imposed by City governments. Proceeds of the tax would be used to provide grants for the creation of "laborforce housing."

Although we understand the author's intent is to provide cities with funding for housing development, it creates a potentially significant negative economic impact that will undermine, and possibly pre-empt, our authority over local taxes and fees. We support continuing efforts to reduce the cost of developing affordable housing. However, creating a statewide 15% tax on the occupancy of short-term rentals, paid for by the renter of the property, on top of existing local Transient Occupancy Tax (TOT) rates averaging 10% would cripple this critical local revenue source for communities that rely on tourism and hospitality.

For many California cities for whom tourism and hospitality are essential economic drivers, they have to manage the impact of visitors to the community on their roads, parking, water and sewer infrastructure, police and fire services, recreation activities, and city-owned facilities. Their local TOT is often a primary source of General Fund revenue to fund all of those services and mitigate the impacts.

Adding a 15% state tax on top of the local TOT would effectively put crippling downward pressure on these communities by making it unlikely these cities will be able to raise their local TOTs in the future to keep up with inflation to appropriately fund the services that their citizens need. It will also make it significantly more costly for tourists to visit California, which is a major economic driver for the state.

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HONORABLE SENATOR MONIQUE LIMON

SB 584 (Limon) Laborforce Housing: Short-term Rental Tax Law - OPPOSE

Page 2 of 2

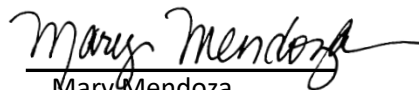
Rather than directly saddling Californians and tourists with an additional tax and restricting local government's ability to meet the needs of their citizens, we recommend levying a tax or fee on the activity identified in the bill as contributing to the housing crisis, the "commercial use of residential homes and apartments for transient occupancies." The person/entity engaged in that activity is the home/apartment owner, not the transient lodger.

This letter is in accordance with the City of San Fernando's Adopted Legislative Policy and 2023 Legislative Platform, specifically to oppose legislation that undermines and preempts local authority over local taxes and fees (Budget and Municipal Finance Item No(s) 2). For these reasons, the City of San Fernando respectfully **opposes unless amended SB 584.**

Sincerely,

COUNCILMEMBER ELECTRONIC SIGNATURES


Celeste T. Rodriguez
Mayor


Mary Mendoza
Vice Mayor


Joel Fajardo
Councilmember


Cindy Montañez
Councilmember


Mary Solorio
Councilmember

cc: Honorable Caroline Menjivar, California State Senator, 20th Senate District
(senator.menjivar@senate.ca.gov; Brandon.gonzalez@senate.ca.gov)
Honorable Luz Rivas, California State Assemblymember, 39th Assembly District
(Arturo.Garcia-Mendoza@asm.ca.gov; Julissa.Hernandez@asm.ca.gov)
Jennifer Quan, League of California Cities (iquan@cacities.org)
League of California Cities (CityLetters@calcities.org)

THE CITY OF SAN FERNANDO

CITY COUNCIL

April 26, 2024

MAYOR
CELESTE T. RODRIGUEZ

VICE MAYOR
MARY MENDOZA

COUNCILMEMBER
JOEL FAJARDO

COUNCILMEMBER
VICTORIA GARCIA

COUNCILMEMBER
MARY SOLORIO

The Honorable Juan Carrillo, Chair
Assembly Committee on Local Government
1021 O Street, Suite 4320
Sacramento, CA 95814

Re: SUPPORT – AB 2485 (Carrillo) – Increasing Transparency and Accuracy of the Regional Housing Needs Assessment Determination

Dear Chair Carrillo:

On behalf of the City of San Fernando, we are pleased to write in support of Assembly Bill (AB) 2485, which seeks to ensure an accurate and transparent Regional Housing Needs Assessment (RHNA) determination.

The RHNA is a state-mandated, local program in which California communities plan for housing to account for all of our current and future residents resulting from population, employment and housing growth. At the beginning of this process, the Department of Housing and Community Development (HCD) provides a RHNA determination to each Council of Governments (COG) region in California. The COGs receive the RHNA determination from HCD and develop a methodology to distribute the need to individual cities and counties that must then plan for their share of the regional need by updating the Housing Elements of their General Plans.

Given the importance of the RHNA program and its impact on local communities, there is severe risk to the credibility of the process if it is insufficiently transparent, trustworthy, and robust. AB 2485 would mitigate for such risks by improving the development of the RHNA determination and ensuring its accuracy and transparency in two pivotal ways. First, AB 2485 would establish procedures for HCD to publicize its data sources, analyses, and methodology before finalizing a region's regional determination. Second, AB 2485 requires HCD to establish and convene a panel of experts to advise the department on its assumptions, data, and analyses before making its final determination on a region.

If a local Housing Element is based on an inaccurate RHNA determination, it could significantly alter the makeup of our local communities. This is made even more critical given that RHNA accounts for future growth as well as current need. In a March 2022 letter to the Legislature, the California State Auditor found that two of the three COG regions it studied had received underassessed housing needs. Therefore, it is imperative that the determinations provided to each region, and the housing allocation provided to each jurisdiction, be as accurate as possible, while ensuring that the communities using these numbers are confident in that accuracy.

ADMINISTRATION DEPARTMENT

117 MACNEIL STREET
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OFFICE OF THE
CITY MANAGER
(818) 898-1202

PERSONNEL DIVISION
(818) 898-1220

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ASSEMBLYMEMBER JUAN CARRILLO

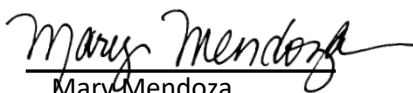
Support for AB 2485 (Carrillo), Increasing Transparency and Accuracy of the RHNA Determination
Page 2 of 2

Because of the City of San Fernando's commitment to the policy goals of AB 2485, we are pleased to support this critical bill. This letter is also in accordance with the City of San Fernando's Adopted Legislative Policy and 2024 Legislative Platform, specifically to support efforts that recognize the production and protection of all housing types in the City for the State's RHNA purposes (Housing and Homeless Prevention Item No(s) 8).

Thank you for considering the City of San Fernando's perspective on the AB 2485 (Carrillo). Please contact Nick Kimball, City Manager, at nkimball@sfcity.org or (818) 898-1202 with any questions about this letter.

COUNCILMEMBER ELECTRONIC SIGNATURES


Celeste T. Rodriguez
Mayor


Mary Mendoza
Vice Mayor


Joel Fajardo
Councilmember


Victoria Garcia
Councilmember


Mary Solóriz
Councilmember

cc: Honorable Caroline Menjivar, California State Senator, 20th Senate District
(senator.menjivar@senate.ca.gov; Brandon.gonzalez@senate.ca.gov)
Honorable Luz Rivas, California State Assemblymember, 39th Assembly District
(Arturo.Garcia-Mendoza@asm.ca.gov; Julissa.Hernandez@asm.ca.gov)
Jennifer Quan, League of California Cities (jquan@cacities.org)
League of California Cities (CityLetters@calcities.org)

THE CITY OF SAN FERNANDO

CITY COUNCIL

September 19, 2024

MAYOR
CELESTE T. RODRIGUEZ

VICE MAYOR
MARY MENDOZA

COUNCILMEMBER
JOEL FAJARDO

COUNCILMEMBER
VICTORIA GARCIA

COUNCILMEMBER
MARY SOLORIO

The Honorable Gavin Newsom
Governor, State of California
1021 O Street, Suite 9000
Sacramento, CA 95814

SUBJECT: Veto Request – Housing Element: AB 1886 (Alvarez), AB 1893 (Wicks), AB 2023 (Quirk-Silva), and SB 1037 (Weiner)

Dear Governor Newsom:

On behalf of the City of San Fernando, I am writing to strongly request that you **VETO** a number of bills that preempt our local government land use authority, and removes our local control for planning responsible housing development that fit the needs of the San Fernando Community. The City of San Fernando has a Housing Element certified by the state Department of Housing and Community Development (HCD). However, legislation like the four bills outlined below lay the foundation to drastically change San Fernando's ability to plan for future housing development, and the related impact on public safety and local services, in upcoming RHNA cycles

- **AB 1886 (Alvarez): VETO.** Current law allows cities to “self-certify” their housing element or take the issue to court and have a judge determine substantial compliance. AB 1886 (Alvarez) eliminates the “self-certification” process and gives HCD even more authority to determine that a city is non-compliant without requiring HCD to provide detailed findings as to how the local jurisdictions can come into compliance. AB 1886 also fails to provide a grace period for cities acting in good faith, but are still unable to meet the statutory deadline for adopting a compliant housing element. Rather than providing more sticks to force cities into compliance, it would be more productive to provide more consistency, clarity, transparency by HCD staff as well as additional technical assistance to cities that need help developing a compliant housing element.
- **AB 1893 (Wicks): VETO.** Although AB 1893 (Wicks) aims to place guardrails on “builder’s remedy” projects for cities that do not have certified housing elements, it also creates further ambiguity and conflict with other state laws, including CEQA and various permit streamlining acts. While we welcome efforts to modernize and reform the “builder’s remedy” in a deliberate manner, AB 1893 creates additional complexity and possible conflict with other long-standing California laws.
- **AB 2023 (Quirk-Silva): VETO.** AB 2023 (Quirk-Silva) creates an unnecessary obstacle to meeting the statutory deadlines for adopting the housing element by adding 120 days to the adoption process each time the housing element is amended. This can cause cities to miss statutory deadlines and subject them to the “builder’s remedy.”

ADMINISTRATION DEPARTMENT

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Honorable Gavin Newsom, Governor

Veto Request – Housing Element: AB 1886 (Alvarez), AB 1893 (Wicks), AB 2023 (Quirk-Silva), and SB 1037 (Weiner)
Page 2 of 2

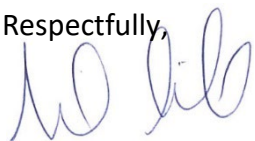
Rather than requiring more review, California cities need meaningful, clear, and consistent direction from HCD that helps finalize our housing elements, in compliance with existing state law.

- **SB 1037 (Weiner): VETO.** SB 1037 allows the Attorney General to take legal action against a city and seek fines up to \$50,000 per month for failure to adopt a compliant housing element, or if the city does not follow state laws that require ministerial approval of certain housing projects. Under existing law, cities can be subject to significant fines and penalties for violating certain housing laws. However, before fines are imposed, a city has the ability to correct the action and fines are not imposed unless the city fails to follow a court's order or acts in bad faith. SB 1037 does not provide an opportunity for cities to correct a mistake or address a difference in interpreting the law. Again, instead of creating new fines and penalties, lawmakers and HCD should provide cities with clear guidance and technical assistance to help finalize housing elements

For the reasons outlined herein, the City of San Fernando urges that you **AB 1886 (Alvarez), AB 1893 (Wicks), AB 2023 (Quirk-Silva), and SB 1037 (Weiner).**

This correspondence is provided in accordance with the City of San Fernando's Adopted Legislative Policy and 2024 Legislative Platform, specifically to oppose legislation that preempt local governments' land use authority, and removes local control that allows for irresponsible housing development and interferes with protection of residential neighborhoods (Housing and Homeless Prevention - Opposes No(s) 1, 2).

Respectfully,



Nick Kimball
City Manager

Cc: Honorable Caroline Menjivar, California State Senator, 20th Senate District (senator.menjivar@senate.ca.gov; Brandon.gonzalez@senate.ca.gov)
Honorable Luz Rivas, California State Assemblymember, 39th Assembly District (Arturo.Garcia-Mendoza@asm.ca.gov; Julissa.Hernandez@asm.ca.gov)
Jennifer Quan, League of California Cities (jquan@cacities.org)
League of California Cities (CityLetters@calcities.org)

THE CITY OF SAN FERNANDO

CITY COUNCIL

September 19, 2024

MAYOR
CELESTE T. RODRIGUEZ

VICE MAYOR
MARY MENDOZA

COUNCILMEMBER
JOEL FAJARDO

COUNCILMEMBER
VICTORIA GARCIA

COUNCILMEMBER
MARY SOLORIO

The Honorable Gavin Newsom
Governor, State of California
1021 O Street, Suite 9000
Sacramento, CA 95814

SUBJECT: Veto Request – Planning and Zoning: SB 450 (Atkins), AB 2243 (Wicks), AB 3068 (Haney), and SB 1211 (Skinner)

Dear Governor Newsom:

On behalf of the City of San Fernando, I am writing to strongly request that you **VETO** a number of bills that preempt our local government land use authority, and removes our local control for planning responsible housing development that fit the needs of the San Fernando Community. Bills like the four bills outlined below continue to add to the complexity of housing laws imposed on local governments and require ministerial approval, effectively removing the ability to decide how to responsibly serve and grow our community from local elected representatives.

- SB 450 (Atkins): VETO. SB 450 limits the ability of local governments to apply objective standards on a proposed SB 9 (2021) project and requires cities to approve or deny a proposed project within 60 days from when a local agency receives a completed application, or the project is deemed approved. The bill also allows a developer to demolish and replace an existing home with two new homes even if a tenant occupies the home. San Fernando opposed SB 9 and opposes efforts that impose more restrictions on cities, and provides further benefits to developers, that are taking advantage of SB 9.
- AB 2243 (Wicks): VETO. AB 2011, which was signed into law in 2021, requires cities to approve ministerially, without condition or discretion, certain affordable housing and mixed-use housing developments in zones where office, retail, or parking are a principally permitted use regardless of any inconsistency with a local government's general plan, specific plan, zoning ordinance, or regulation. AB 2243 would expand these provisions and force cities to allow by-right development that: 1) convert office buildings into housing units, even if the site is not located along a major commercial corridor, 2) occur in "regional malls" that exceed 20 acres, but no more than 100 acres; and 3) takes place in high-rise districts that are not located along a major commercial corridor. These types of projects have significant impact on our communities and must allow for community review and input. AB 2243 further erodes communities', like San Fernando, ability to decide how to grow responsibly.
- AB 3068 (Haney): VETO. AB 3068 will change the process for adaptive reuse projects by deeming them a use by right in all zones, subject only to a ministerial review

ADMINISTRATION DEPARTMENT

117 MACNEIL STREET
SAN FERNANDO
CALIFORNIA
91340

(818) 898-1201

WWW.SFCITY.ORG

Honorable Gavin Newsom, Governor

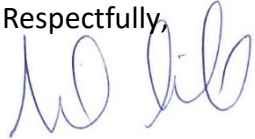
Veto Request – Planning and Zoning: SB 450 (Atkins), AB 2243 (Wicks), AB 3068 (Haney), and SB 1211 (Skinner)
Page 2 of 2

process, and exempting them from the California Environmental Quality Act (CEQA). While we understand the well-meaning intentions of AB 3068, it fails to adequately address the potential negative impacts on California cities. Firstly, by deeming adaptive reuse projects a use by-right in all zones, the bill undermines cities' ability to make decisions locally and disregards the unique planning and zoning considerations of individual municipalities. This one-size-fits-all approach may not be suitable for all communities and could lead to incompatible development in sensitive areas.

- **SB 1211 (Skinner): VETO.** SB 1211 would require local jurisdictions to ministerially approve up to eight (8) detached accessory dwelling units (ADUs) on an existing multifamily dwelling lot. Additionally, this measure mandates the ministerial approval of up to two (2) detached ADUs on a lot with a proposed multifamily dwelling. San Fernando has experienced a proliferation of ADUs since the State first usurped local planning and zoning restrictions. Consequently, we are scrambling to address the parking and quality of life challenges resulting from the State removing the City's local authority. This would create additional impacts that the City does not have the funding to address.

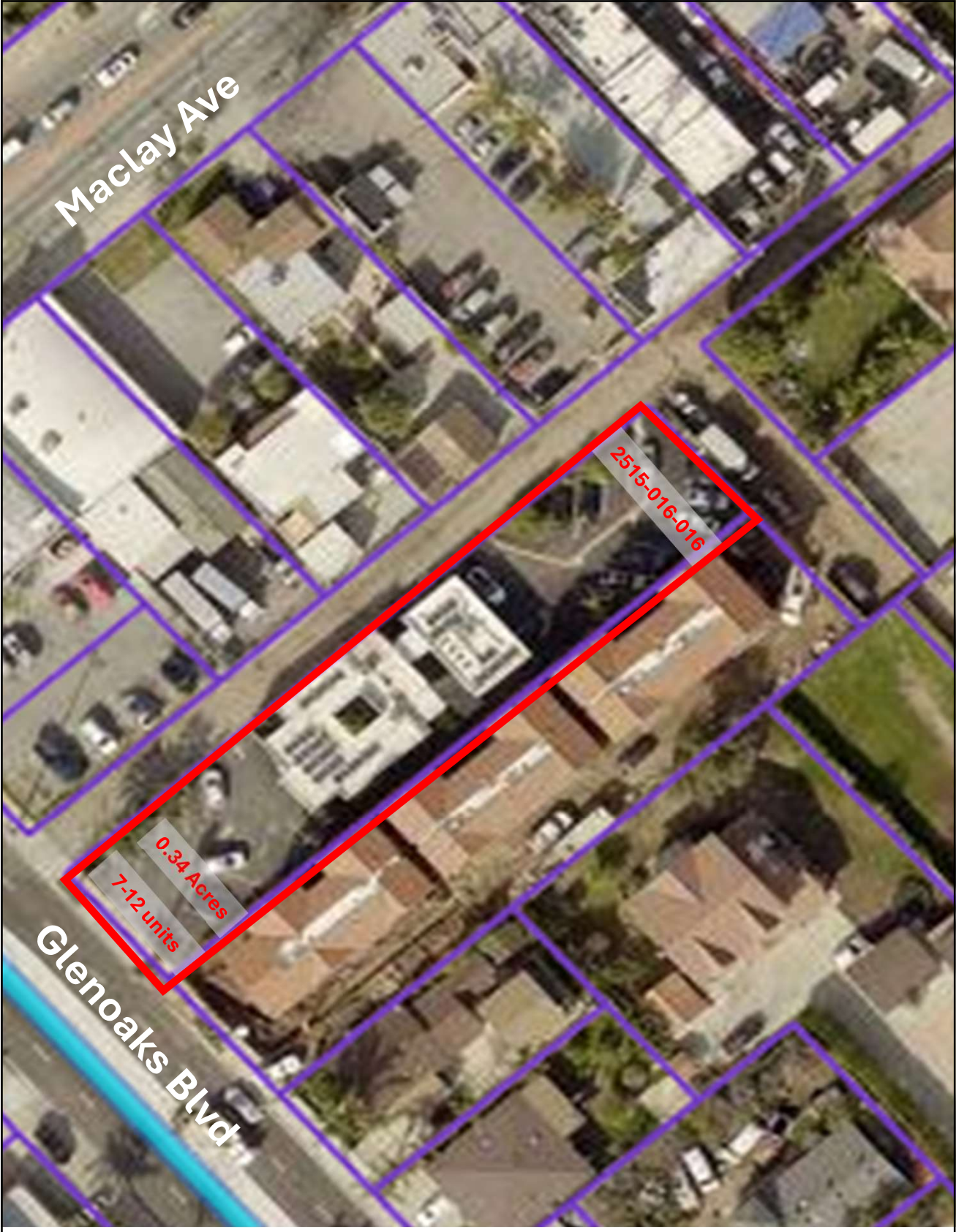
State-imposed ministerial or by-right housing approval processes fail to recognize the extensive public engagement involved in developing and adopting zoning ordinances and housing elements that are certified by HCD. For the reasons outlined herein, the City of San Fernando urges that you **VETO AB 450 (Atkins), AB 2243 (Wicks), AB 3068 (Haney) and SB 1211 (Skinner).**

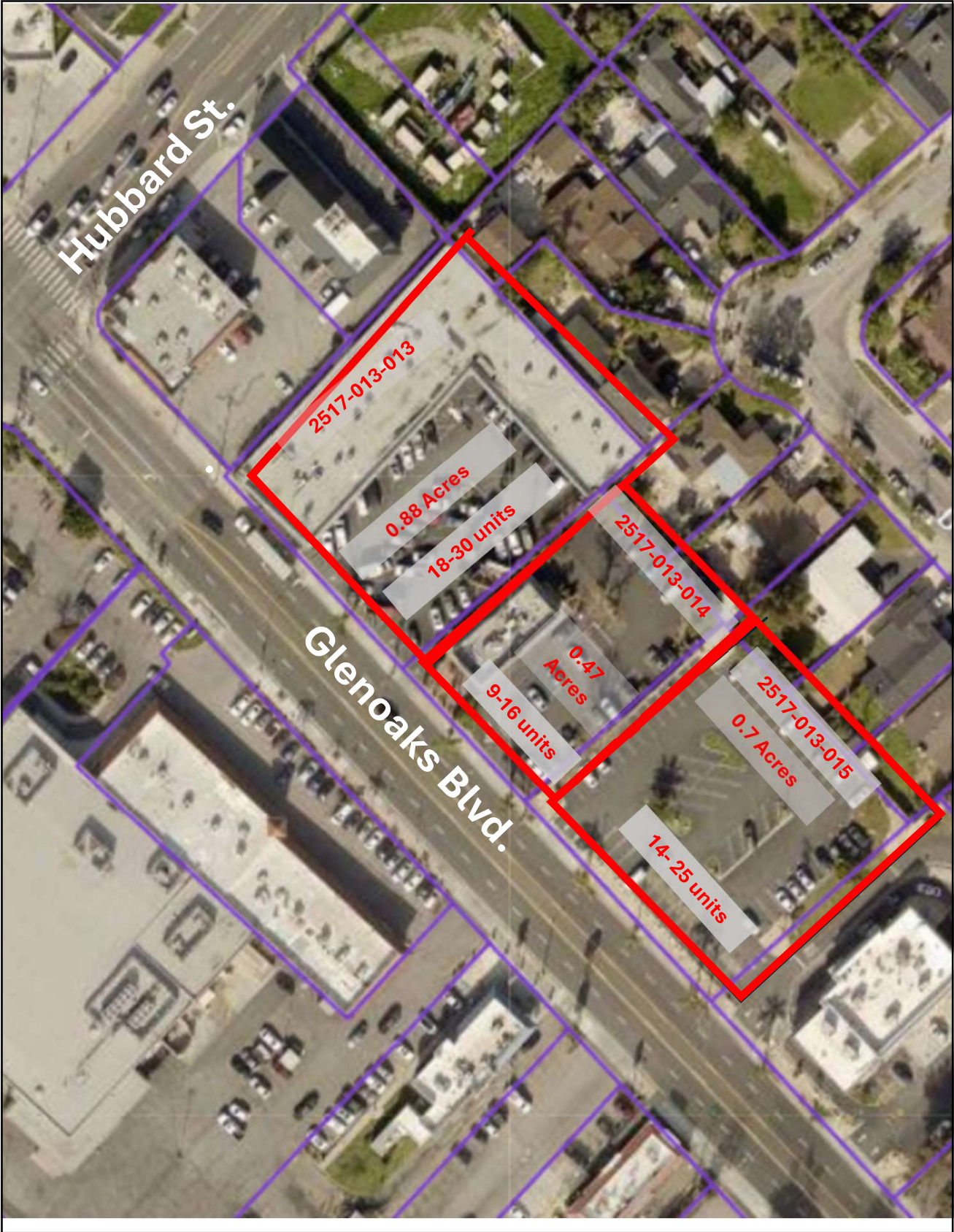
This correspondence is provided in accordance with the City of San Fernando's Adopted Legislative Policy and 2024 Legislative Platform, specifically to oppose legislation that preempt local governments' land use authority, and removes local control that allows for irresponsible housing development and interferes with protection of residential neighborhoods (Housing and Homeless Prevention - Opposes No(s) 1, 2).

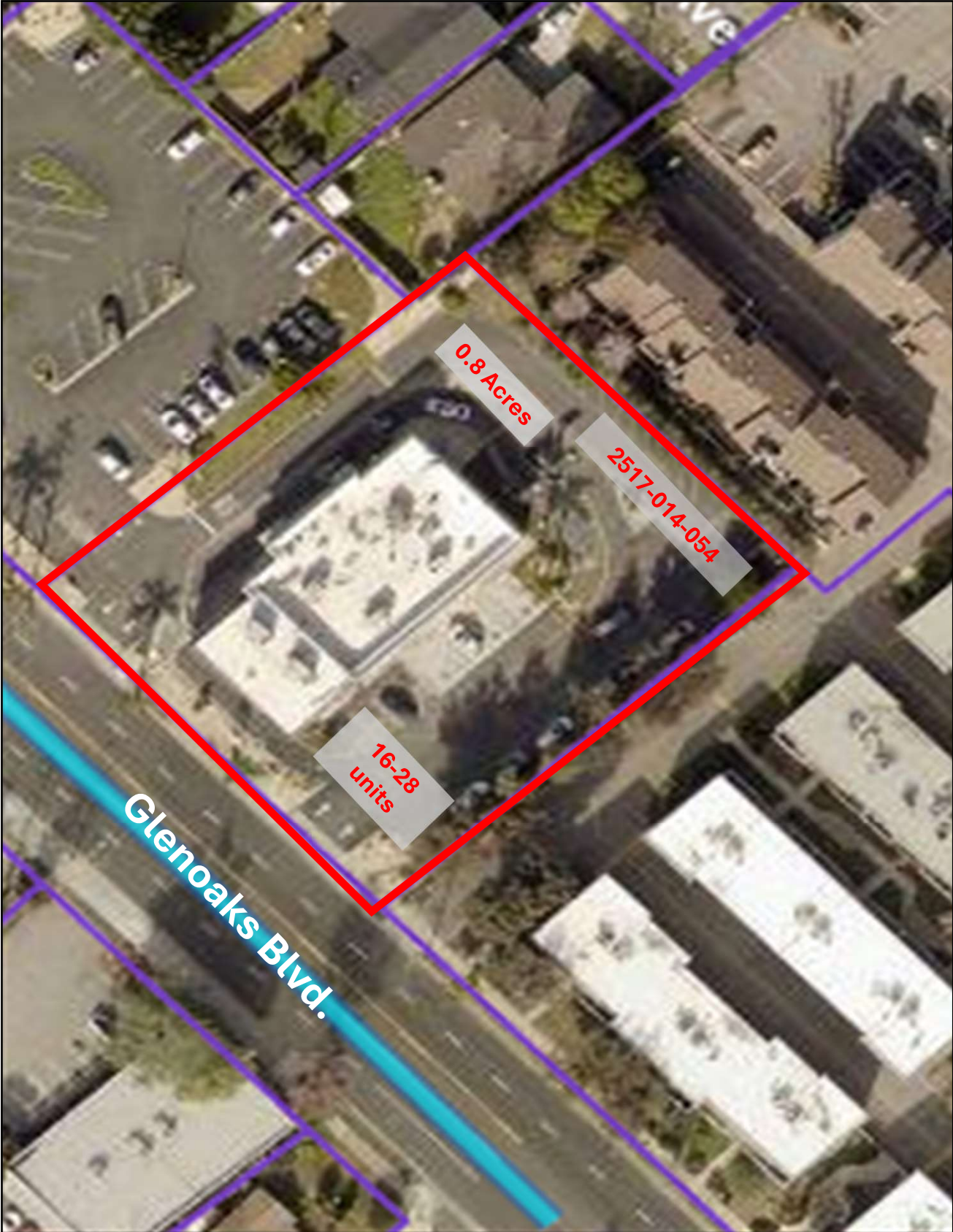
Respectfully,


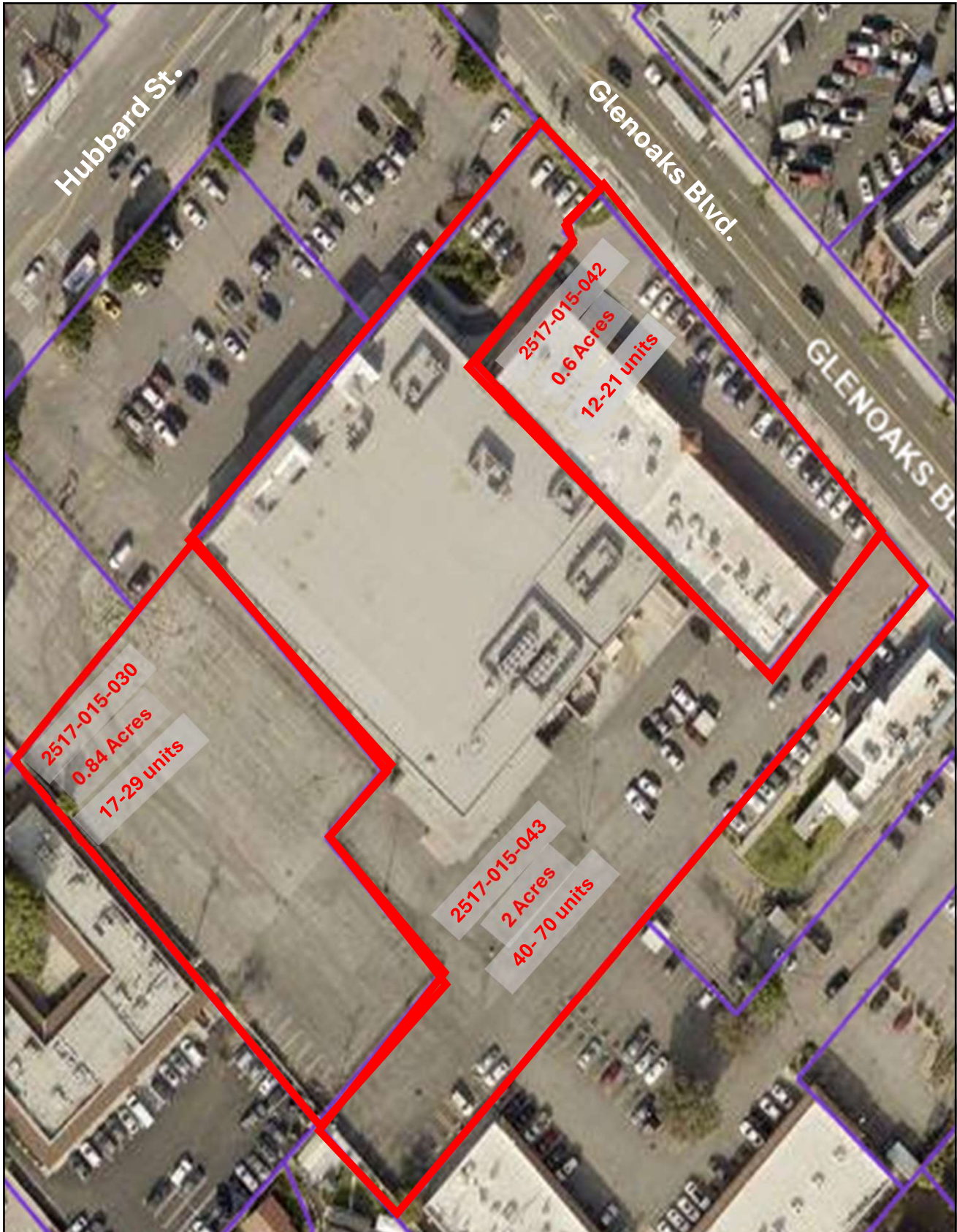
Nick Kimball
City Manager

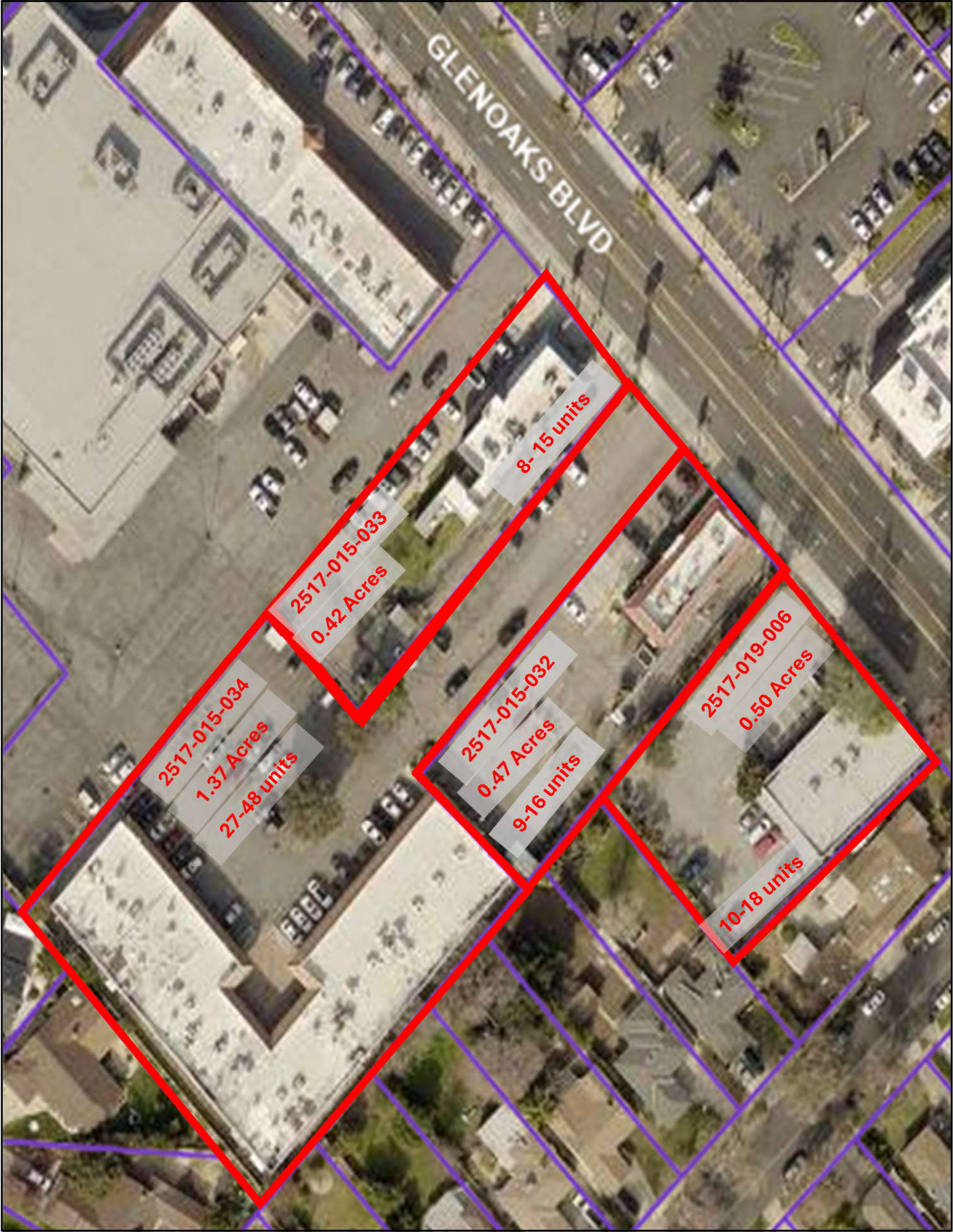
Cc: Honorable Caroline Menjivar, California State Senator, 20th Senate District (senator.menjivar@senate.ca.gov; Brandon.gonzalez@senate.ca.gov)
Honorable Luz Rivas, California State Assemblymember, 39th Assembly District (Arturo.Garcia-Mendoza@asm.ca.gov; Julissa.Hernandez@asm.ca.gov)
Jennifer Quan, League of California Cities (jquan@cacities.org)
League of California Cities (CityLetters@calcities.org)

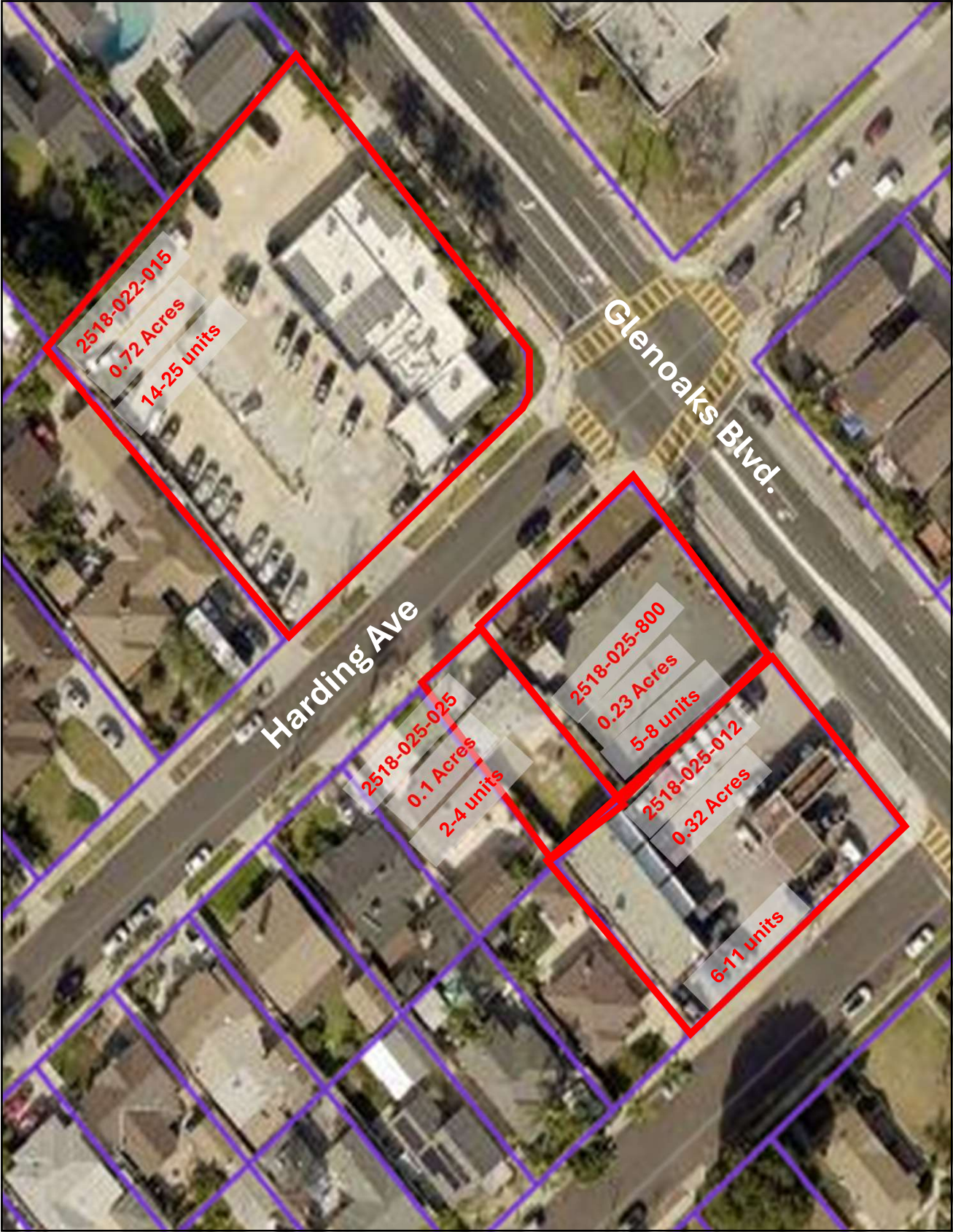






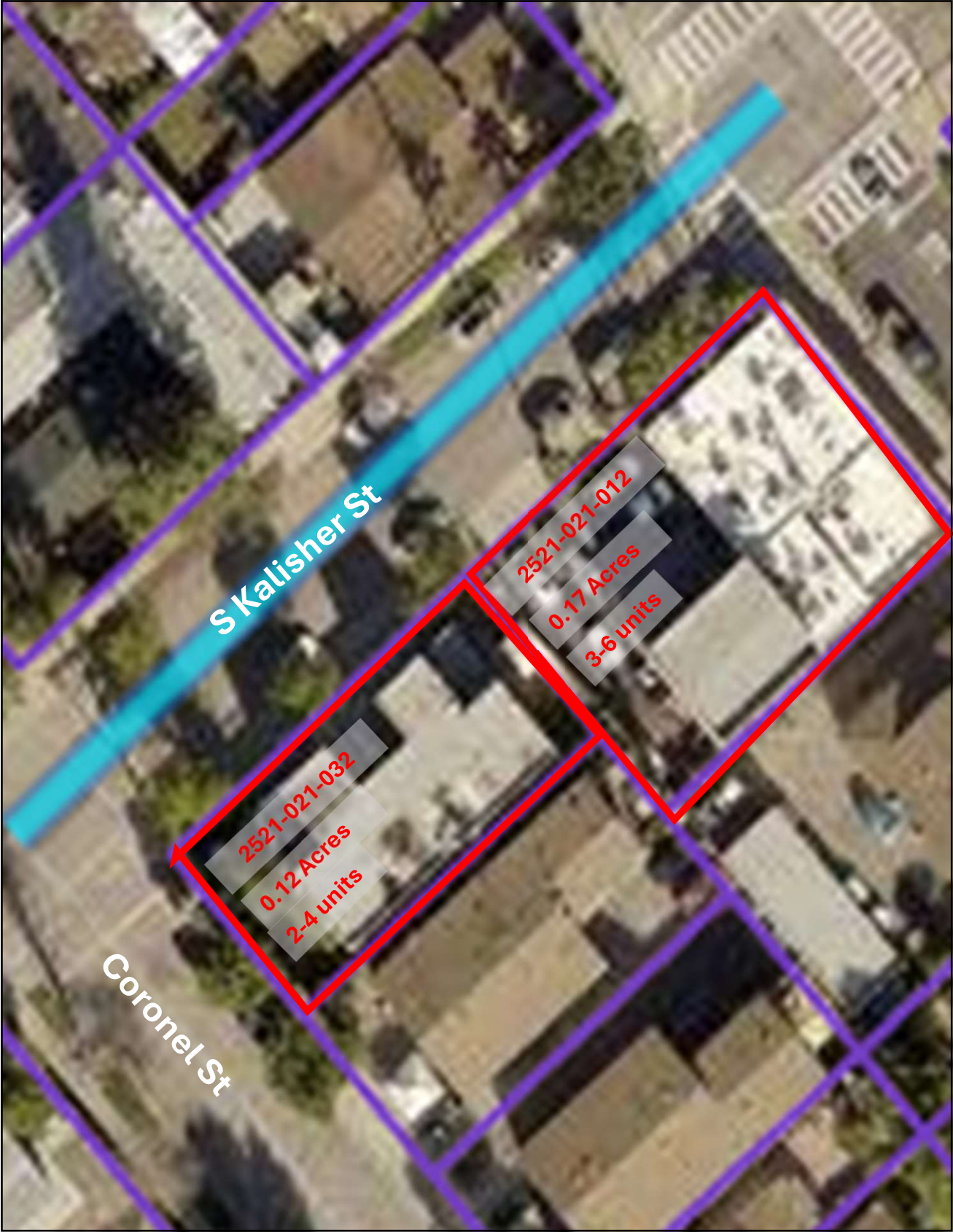


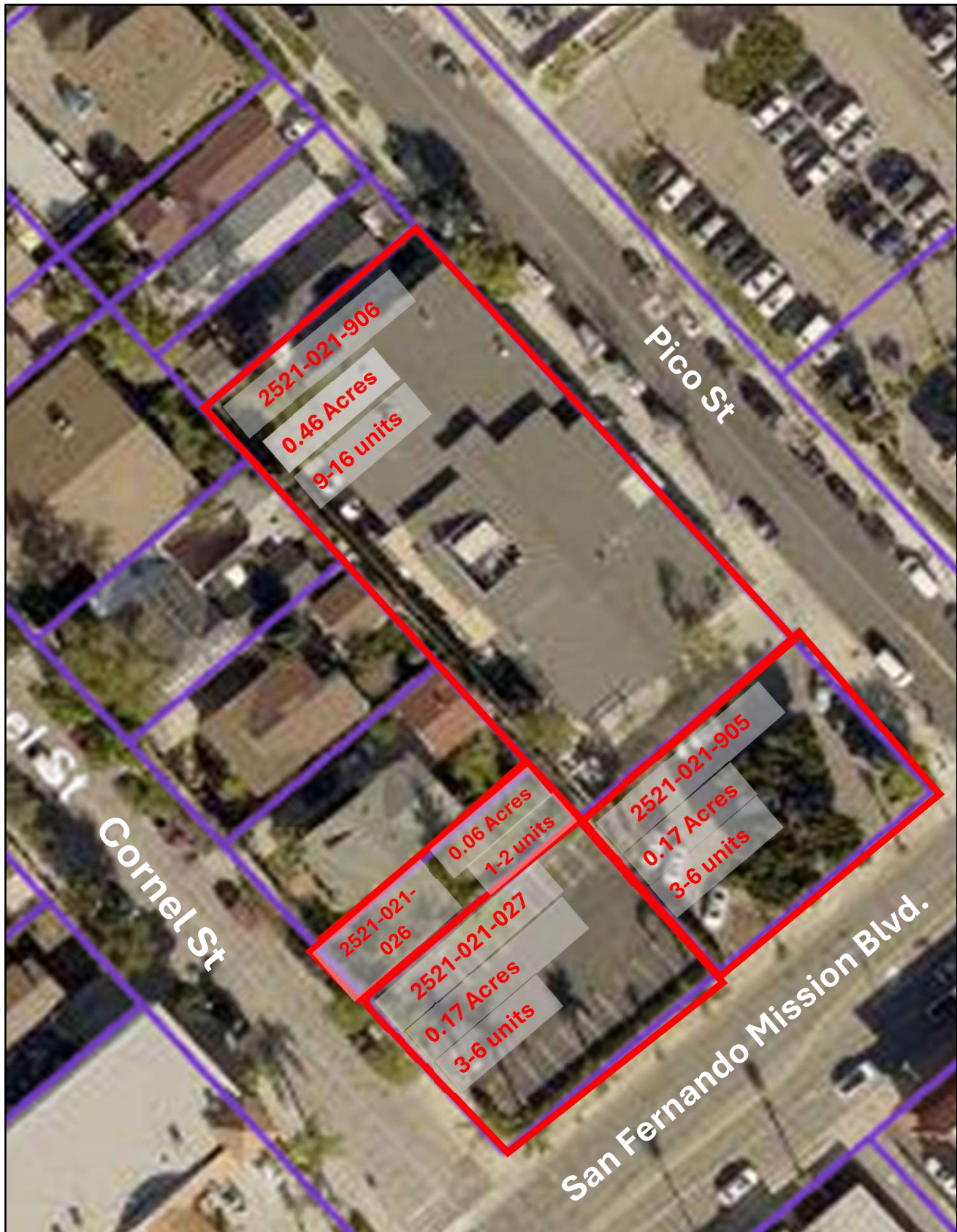


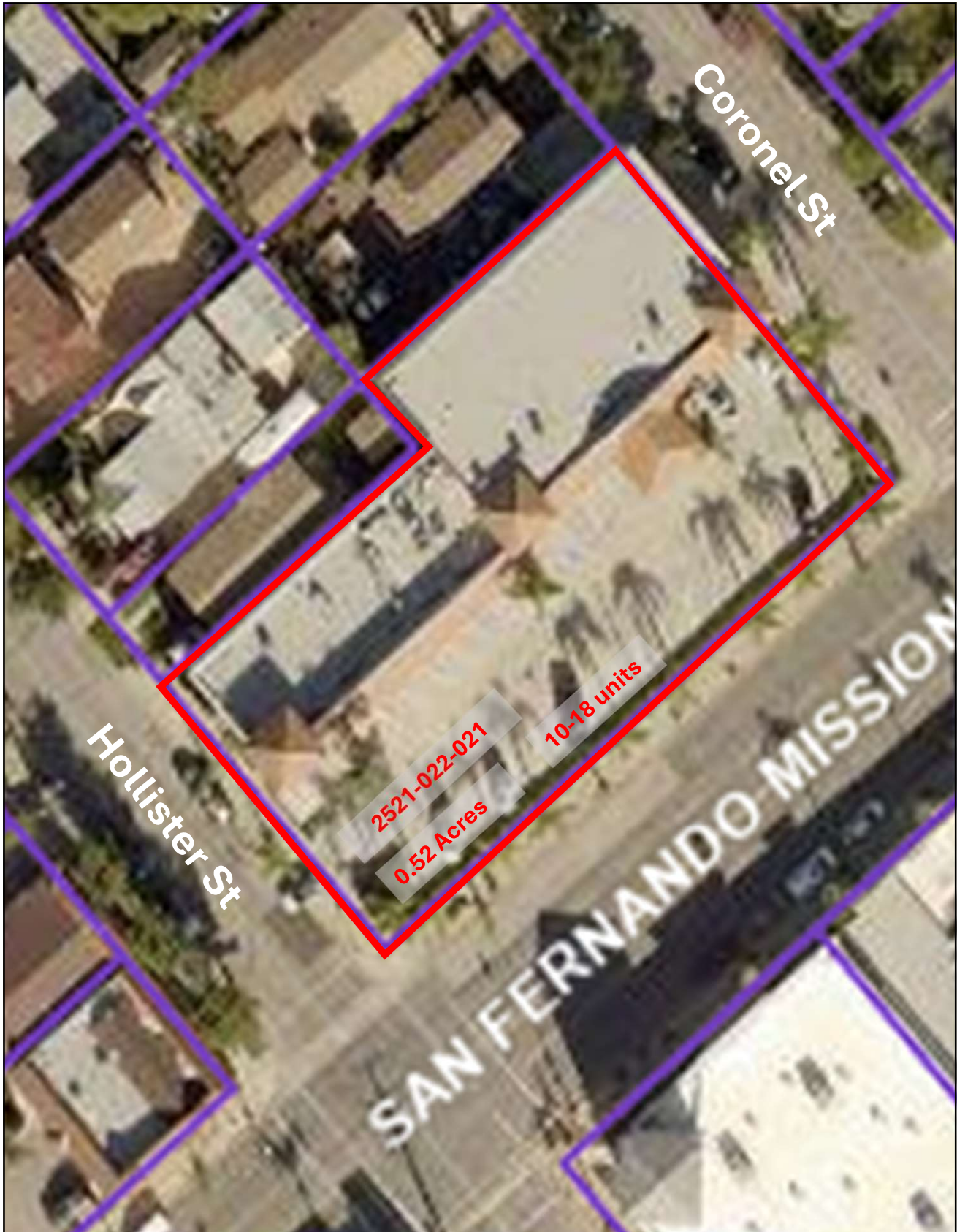


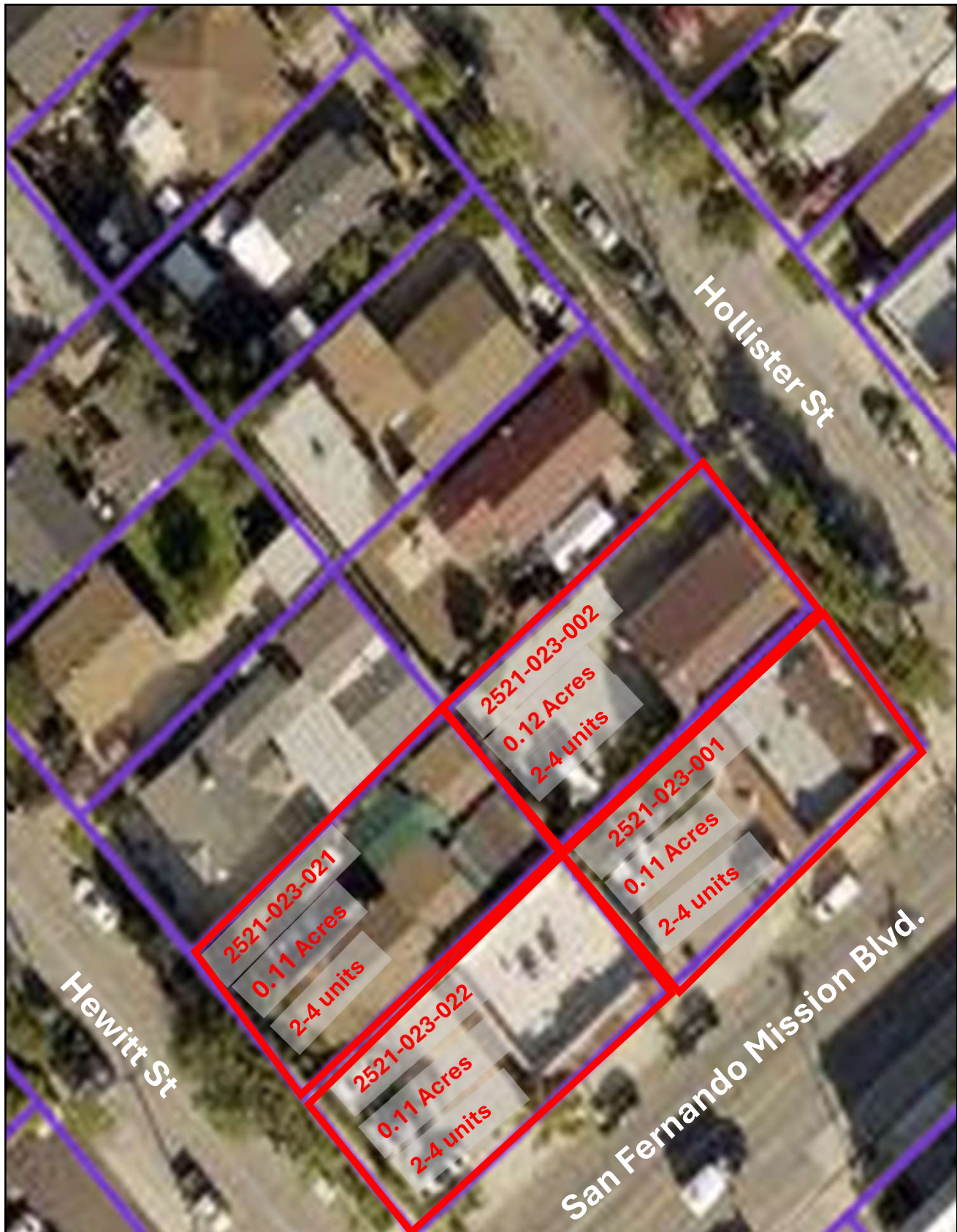










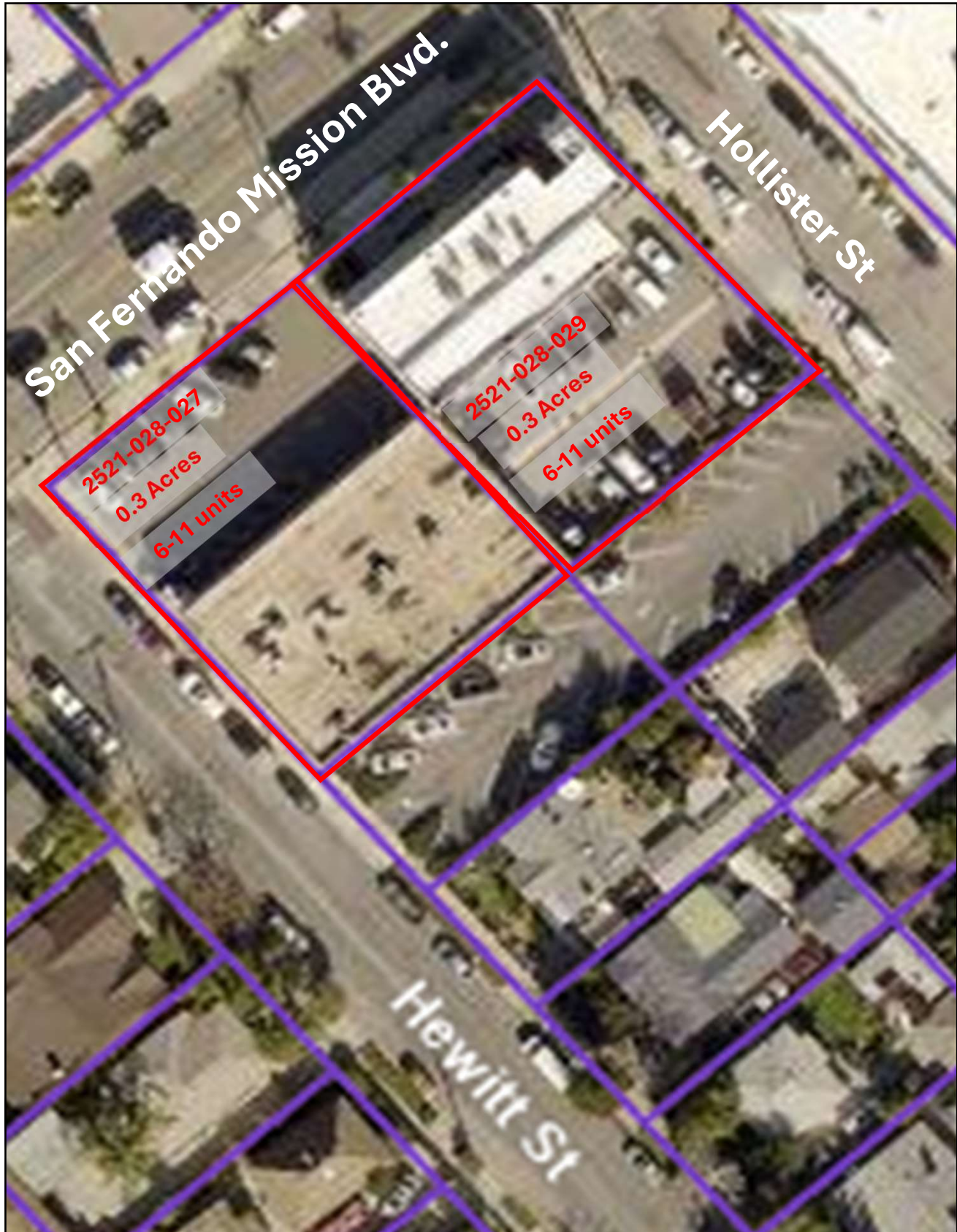








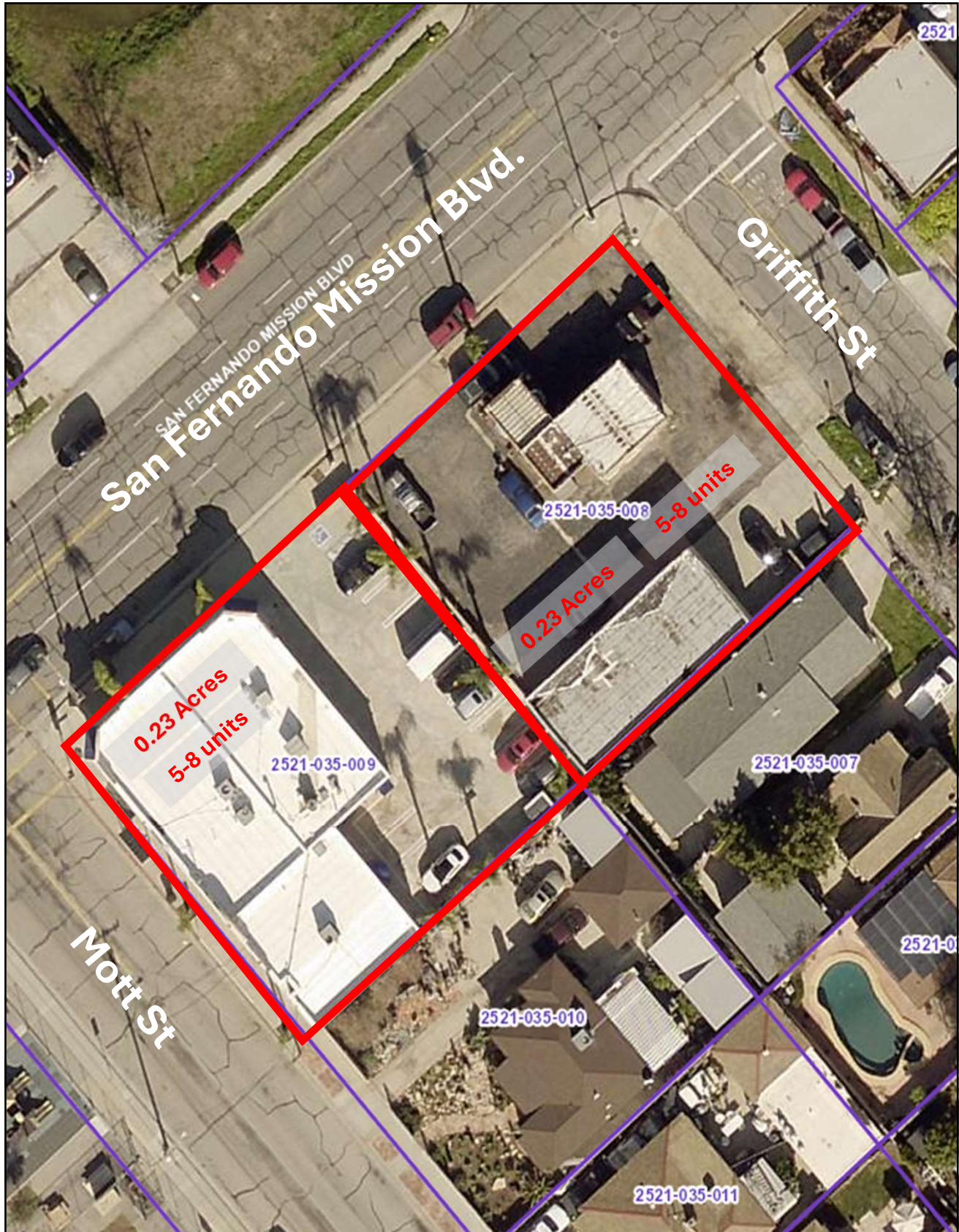


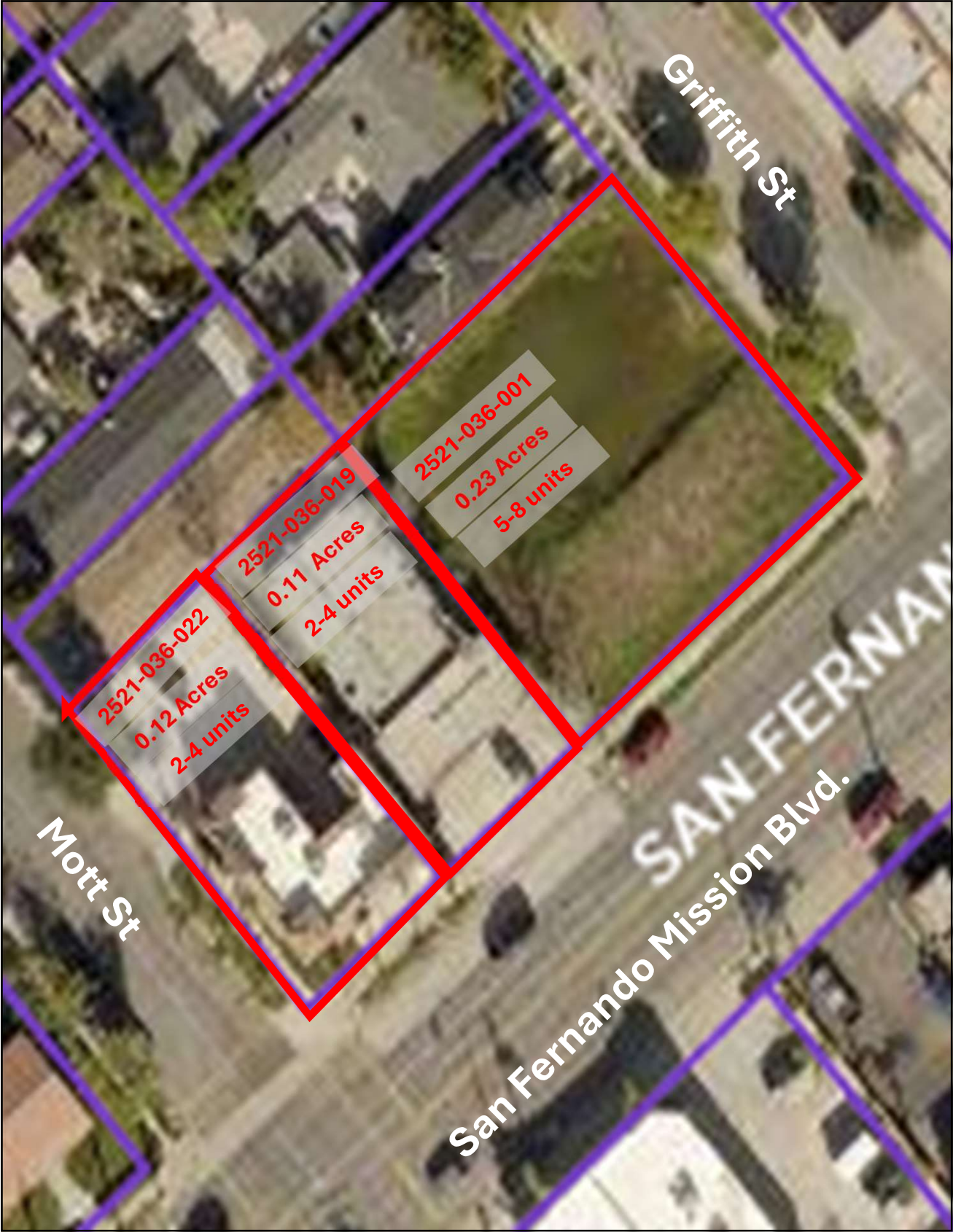


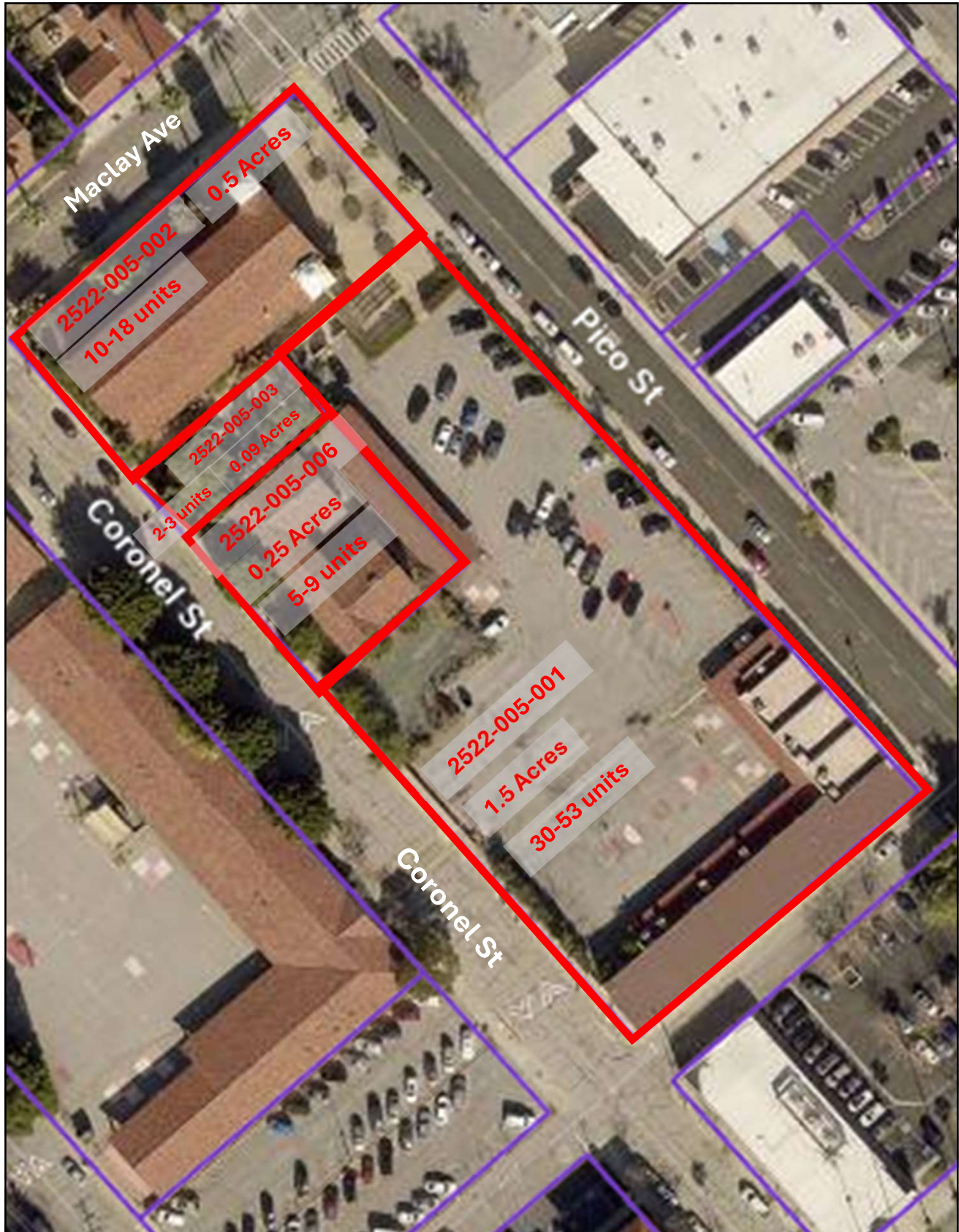


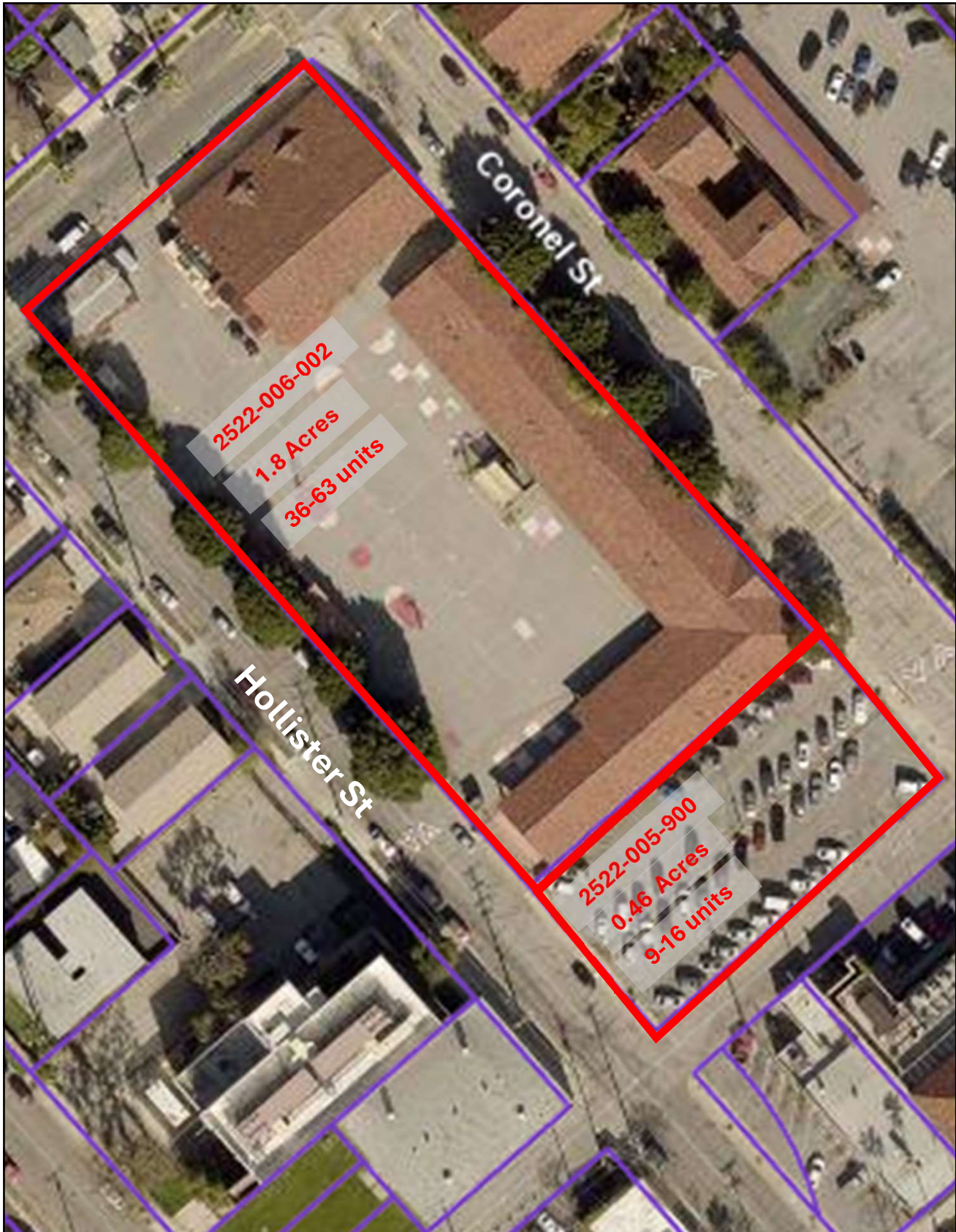


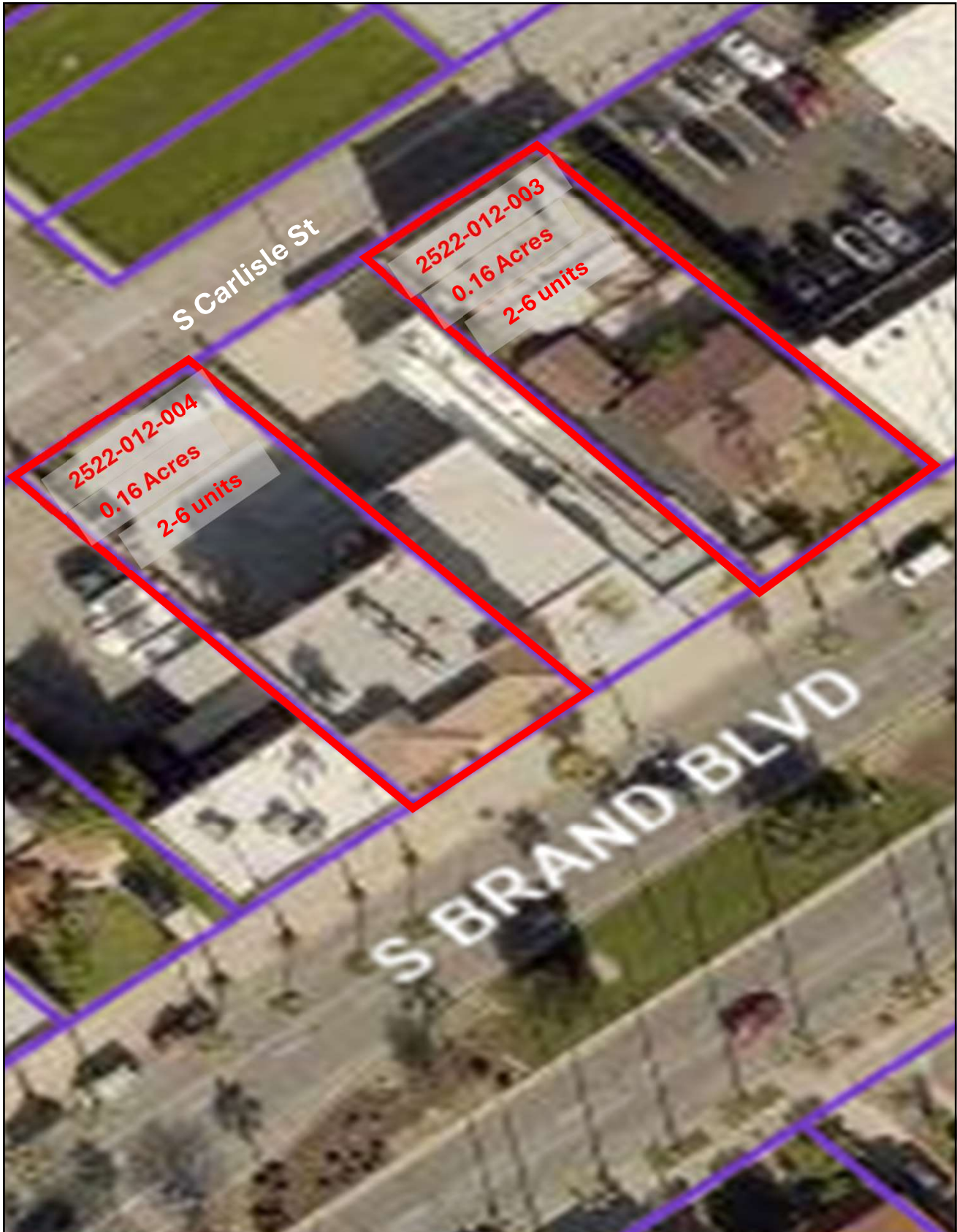


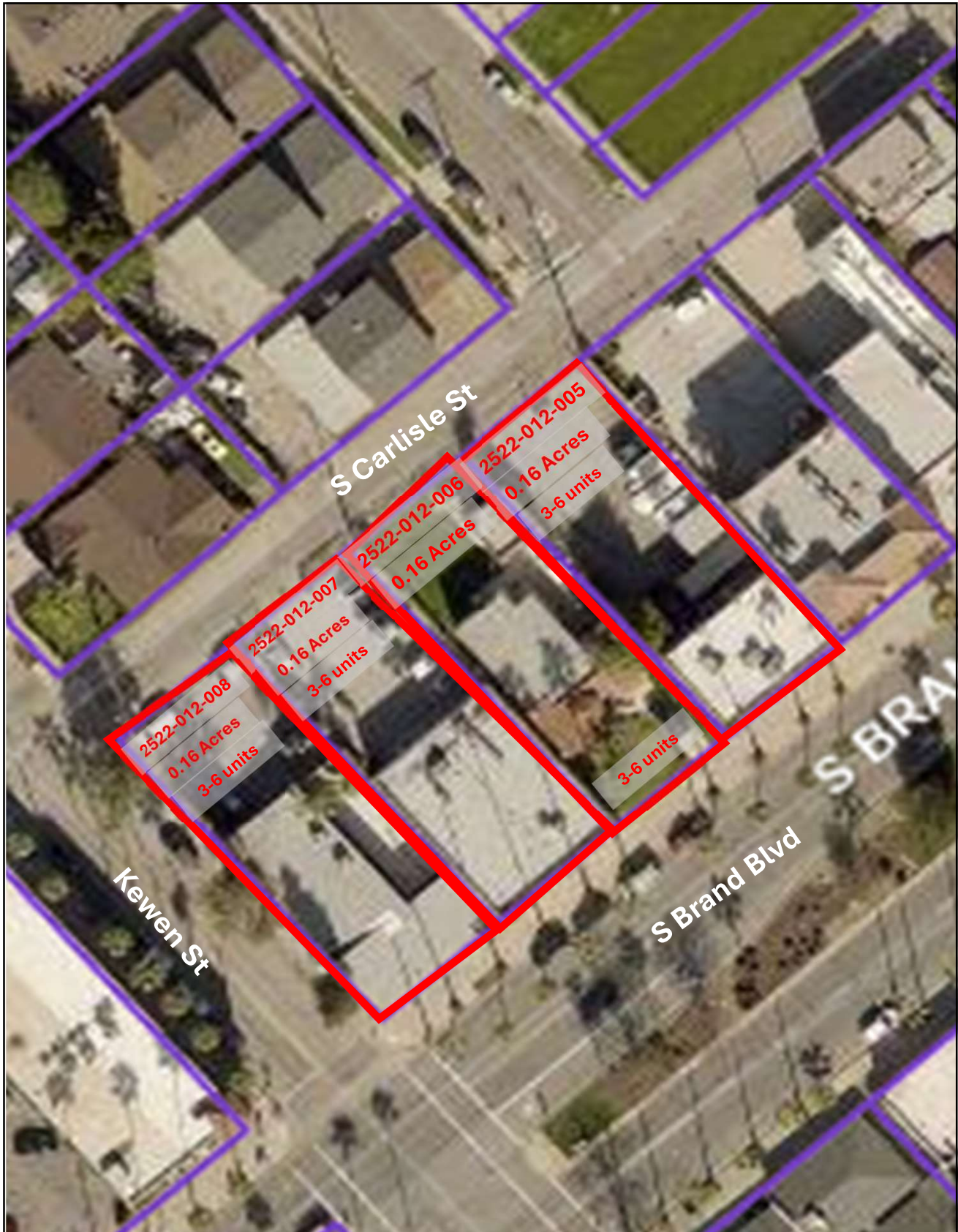


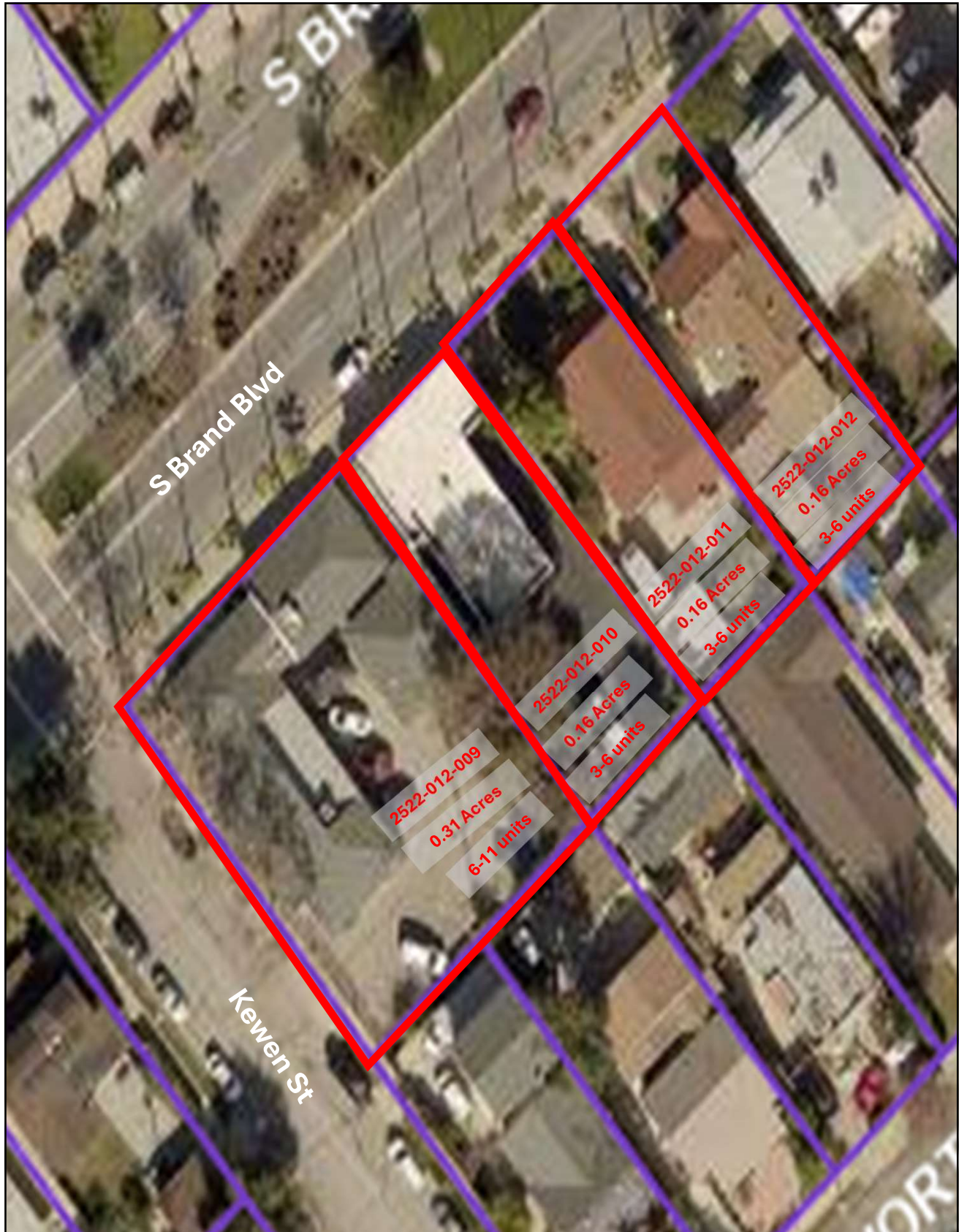


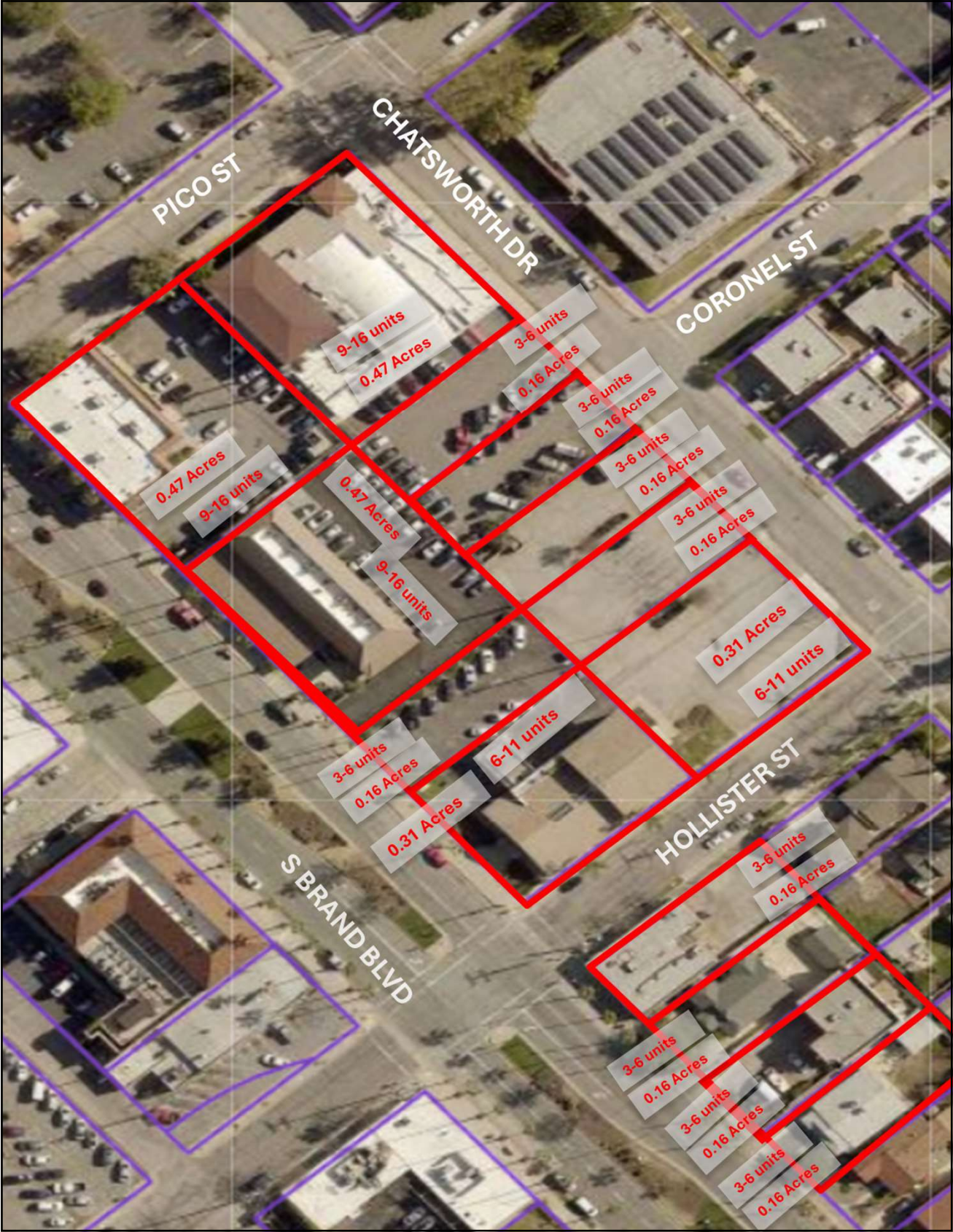


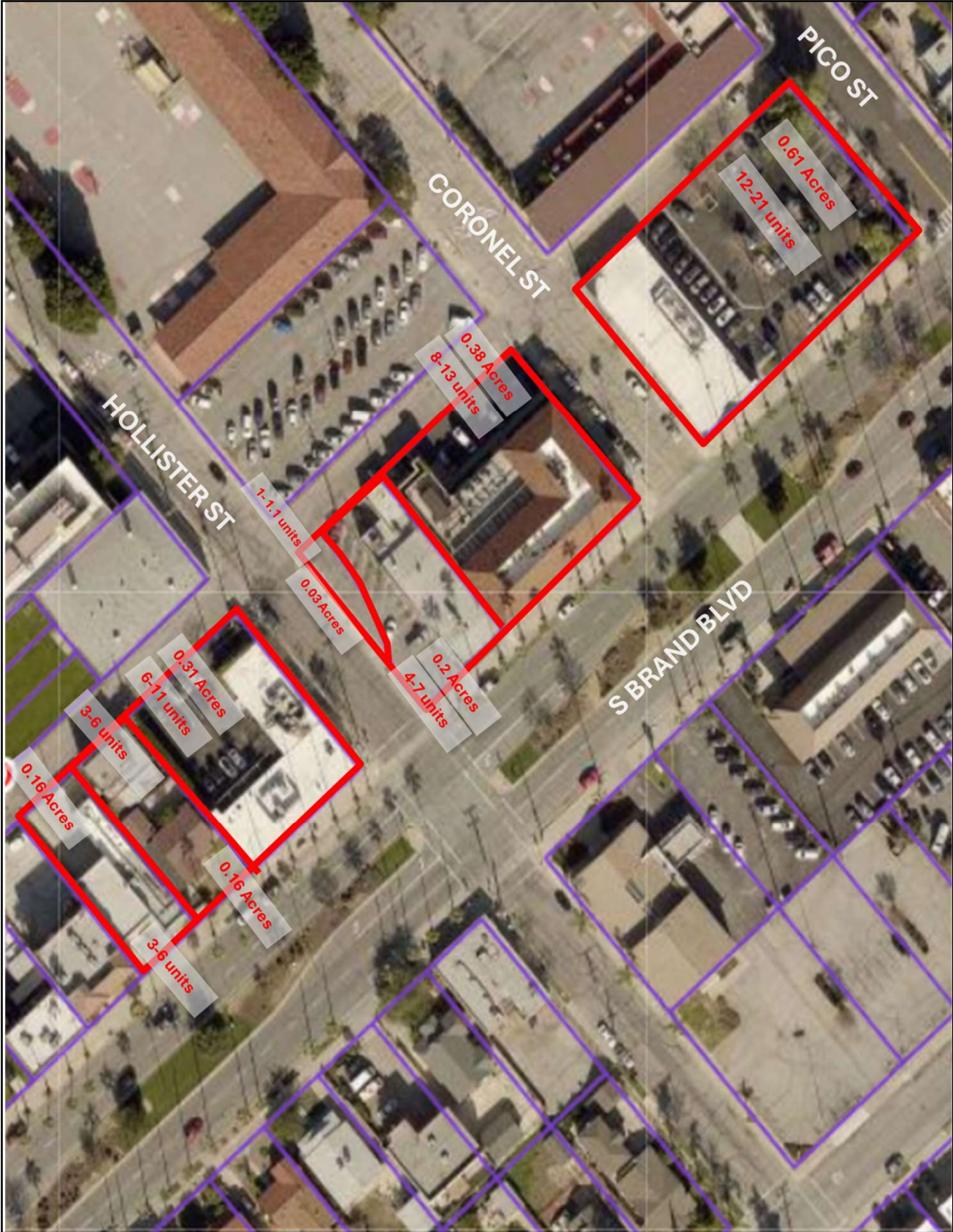












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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

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

Date: December 2, 2024

Subject: Discussion and Consideration to Appoint a City Council Liaison to the Greater Los Angeles County Vector Control District

RECOMMENDATION:

It is recommended that the City Council consider reappointing Sylvia Ballin to serve as the City Council liaison to the Greater Los Angeles County Vector Control District (GLACVCD) for a two-year term beginning January 6, 2025.

BACKGROUND:

1. On January 3, 2023, the City Council appointed Sylvia Ballin as City Council liaison to GLACVCD for a two-year term through January 6, 2025.
2. On October 3, 2024, the City received notification from GLACVCD that Sylvia Ballin's term of office as a member of the Board of Trustees would expire on January 6, 2025 (Attachment "A") and requested that the City Council consider reappointing Sylvia Ballin or appoint a new representative for either a two-year or four-year term.

ANALYSIS:

GLACVCD is a public health agency authorized by state law to provide comprehensive mosquito and vector control services to protect residents from vector-borne diseases. Established in 1952 as the Southeast Mosquito Abatement District, the agency was formed in response to community concerns about mosquitoes originating from the Los Angeles River. Its initial focus was to prevent diseases like St. Louis encephalitis, with its mission evolving to address more recent threats such as West Nile virus.

Over the decades, GLACVCD has expanded its mission and capabilities. Today, it serves nearly six million residents across 35 cities and unincorporated areas of Los Angeles County, covering an area of 1,330 square miles. Its services include mosquito, midge, and black fly control to safeguard public health and enhance the quality of life for the communities it serves.

Discussion and Consideration to Appoint City Council Liaison to the Greater Los Angeles County Vector Control District

Page 2 of 2

The 34-member cities include: Bell, Bellflower, Bell Gardens, Burbank, Carson, Cerritos, Commerce, Cudahy, Diamond Bar, Downey, Gardena, Glendale, Hawaiian Gardens, Huntington Park, La Cañada Flintridge, La Habra Heights, Lakewood, La Mirada, Long Beach, Los Angeles City, Los Angeles County, Lynwood, Maywood, Montebello, Norwalk, Paramount, Pico Rivera, San Fernando, San Marino, Santa Clarita, Santa Fe Springs, Signal Hill, South El Monte, South Gate, Vernon and Whittier.

Pursuant to Section 2024 of the State Health and Safety Code (SHSC), each city must appoint a representative to the GLACVCD Board of Trustees for a full two- or four-year term, rather than making annual appointments. Per SHSC Section 2022, appointees must be registered voters and residents of the respective city or county they represent.

Representatives are expected to attend GLACVCD board meetings held in Santa Fe Springs (12545 Florence Avenue) on the second Thursday of every month, at 7:00 p.m. For their service, appointees receive:

- A \$100 stipend per meeting (including travel expenses), provided by GLACVCD.
- An additional \$150 monthly stipend from the City of San Fernando, as established by Resolution No. 7991 (adopted March 2, 2020).

A representative from San Fernando is required by GLACVCD and Ms. Ballin has expressed interest to serve as liaison an additional two-year term. It is recommended that the City Council consider reappointing Ms. Ballin. Alternatively, the Council may choose to appoint a new representative as the City's liaison at the GLACVCD Board meetings.

BUDGET IMPACT:

Per Resolution No. 7991, the GLACVCD representative receives a stipend of \$150 per month, which is included in the Fiscal Year 2024-2025 Adopted Budget.

CONCLUSION:

It is recommended that the City Council consider reappointing Sylvia Ballin to serve as the City Council liaison to the Greater Los Angeles County Vector Control District (GLACVCD) for a two-year term beginning January 6, 2025.

ATTACHMENTS:

- A. GLACVCD Notification of Term Expiration

December 2, 2024 Special & Regular Meeting

GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT

12545 Florence Avenue, Santa Fe Springs, CA 90670

Office (562) 944-9656 Fax (562) 944-7976

Email: info@GLAmosquito.org Website: www.GLAmosquito.org**PRESIDENT***Marilyn Sanabria, Huntington Park***VICE PRESIDENT***Ali Saleh, Bell***SECRETARY-TREASURER***Melissa Ramoso, Artesia***GENERAL MANAGER***Susanne Klueh*

September 25, 2024

BELL GARDENS*Pedro Aceituno***BELLFLOWER***Sonny R. Santa Ines***BURBANK***Dr. Jeff D. Wassem***CARSON***Jim Dear***CERRITOS***Mark W. Bollman***COMMERCE***Kevin Lainez***CUDAHY***Daisy Lomeli***DIAMOND BAR***Ruth M. Low***DOWNEY***Dorothy Pemberton***GARDENA***Paulette C. Francis***GLENDALE***Steve Ryfle***HAWAIIAN GARDENS***Luis Roa***LA CAÑADA FLINTRIDGE***Leonard Pieroni***LA HABRA HEIGHTS***Catherine Houwen***LAKEWOOD***Steve Croft***LA MIRADA***Matthew Wight***LONG BEACH***Emily Holman***LOS ANGELES CITY***Sieven Appleton***LOS ANGELES COUNTY***Steven A. Goldsworthy***LYNWOOD***Rita Soto***MAYWOOD***Heber Marquez***MONTEBELLO***Avik Cordeiro***NORWALK***Margarita L. Rios***PARAMOUNT***Isabel Aguayo***PICO RIVERA***Gustavo V. Camacho***SAN FERNANDO***Sylvia Ballin***SAN MARINO***Howard Brody***SANTA CLARITA***Heidi Heinrich***SANTA FE SPRINGS***William K. Rounds***SIGNAL HILL***Robert D. Copeland***SOUTH EL MONTE***Hector Delgado***SOUTH GATE***Maria del Pilar Avalos***VERNON***Leticia Lopez***WHITTIER***Mary Ann Pacheco*

Mr. Nick Kimball

City Manager

117 MacNeil Street

San Fernando, CA 91340

Re: Appointment/Re-appointment of Representative to the Greater Los Angeles County Vector Control District Board of Trustees

Dear Mr. Kimball:

This correspondence is to inform you that the term of office for Trustee Sylvia Ballin as a member of the Board of Trustees of the Greater Los Angeles County Vector Control District **will expire on January 6, 2025**. Pursuant to Section 2024 of the State Health and Safety Code (SHSC) governing the dates of term of office of members appointed to the Board of Trustees, the City Council may consider reappointing Trustee Ballin or appointing a new trustee for a **2- or 4-year term** of office, commencing at noon on the first Monday of January (i.e., January 6, 2025). **Please note, per the State Health and Safety Code, representatives must be appointed to serve a full 2 or a 4-year term commencing on January 6, 2025 and should not be appointed on a yearly basis. Furthermore, the District does not accept or recognize the appointment of alternate representatives.**

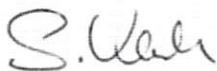
Please review all subsections of the SHSC 2022 (i.e., a-e) enclosed. Subsections **a** and **b** require that each person appointed by a board of supervisors or by a city council shall be a voter and resident within the respective county or city of the appointing body. Section 2022 (c) incorporates language that clarifies the issue over the doctrine of Incompatibility of Office, exempting and enabling an appointee who holds elected offices to also simultaneously serve on the District's Board of Trustees. Trustees represent the mission and interests of the District at large rather than the individual interests of the appointing body. **Once appointed, the representative cannot be removed at-will by the appointing city or county. The representative will serve until the expiration of his/her term unless he/she resigns, vacates the office due to absences, or is no longer a voter and resident within the respective county or city of the appointing body.**

Representatives are expected to attend the district's general board meetings held monthly on the 2nd Thursday of the month.

Pursuant to California Government Code Section 1770(g), the Trustee's seat will be considered abandoned if the person holding the office ceases to discharge the duties of that office for a period of three consecutive months, except when prevented by sickness or specified excuses. Please make your appointment/reappointment prior to **January 6, 2025**, as stipulated in the SHSC.

Should you have any questions regarding this appointment, please contact Araceli Hernandez or Maria Weinbaum at 562-944-9656 ext. 504 or e-mail at ahernandez@GLAmosquito.org.

Sincerely,

A handwritten signature in dark ink, appearing to read "S. Kluh".

Susanne Kluh
General Manager

Enclosure: Sections 2022 & 2024 of the SHSC
cc: Ms. Sylvia Ballin
Mr. Julia Fritz

SHSC

2022.

- (a) Each person appointed by a board of supervisors to be a member of a board of trustees shall be a voter in that county and a resident of that portion of the county that is within the district.
- (b) Each person appointed by a city council to be a member of a board of trustees shall be a voter in that city and a resident of that portion of the city that is within the district.
- (c) Notwithstanding any other provision of law including the common law doctrine that precludes the simultaneous holding of incompatible offices, a member of a city council may be appointed and may serve as a member of a board of trustees if that person also meets the other applicable qualifications of this chapter.
- (d) It is the intent of the Legislature that persons appointed to boards of trustees have experience, training, and education in fields that will assist in the governance of the districts.
- (e) All trustees shall exercise their independent judgment on behalf of the interests of the residents, property owners, and the public as a whole in furthering the purposes and intent of this chapter. The trustees shall represent the interests of the public as a whole and not solely the interests of the board of supervisors or the city council that appointed them.

(Added by Stats. 2002, Ch. 395, Sec. 6. Effective January 1, 2003.)

2024.

- (a) Except as provided in Section 2023, the term of office for a member of the board of trustees shall be for a term of two or four years, at the discretion of the appointing authority. Terms of office commence at noon on the first Monday in January.
- (b) Any vacancy in the office of a member appointed to a board of trustees shall be filled pursuant to Section 1779 of the Government Code. Any person appointed to fill a vacant office shall fill the balance of the unexpired term.

(Added by Stats. 2002, Ch. 395, Sec. 6. Effective January 1, 2003.)

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AGENDA REPORT

To: Vice Mayor Mary Mendoza and Councilmembers

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

Date: December 2, 2024

Subject: Discussion and Consideration Regarding Proposed Changes to the Application to Serve on a City Commission

RECOMMENDATION:

It is recommended that the City Council discuss the proposed changes to the “Application to Serve on a City Commission” (Attachment “A”) and provide direction, as appropriate.

BACKGROUND:

On November 18, 2024, Councilmember Joel Fajardo agendized an item for discussion suggesting proposed changes to the “Application to Serve on a City Commission” form that would include certain questions associated with the applicant’s background and qualifications. By consensus, the City Council directed staff to collaborate with Councilmember Fajardo on the proposed changes to the application and to present the revised Commissioner application for consideration at the December 2, 2024 City Council meeting.

ANALYSIS:

The City Council plays a pivotal role in shaping the City's future. Central to this process are appointments to Boards, Commissions and Committees (“Commissions”), which are essential advisory bodies comprised of dedicated community members appointed by the City Council. Commissions provide specialized expertise, diverse perspectives, and public input on various issues, such as planning, public safety, parks, and economic development. They help guide decision-making by reviewing proposals, advising the city council, and ensuring community needs and priorities are addressed. By fostering transparency, accountability, and citizen engagement, city commissions enhance the quality of life for residents and contribute to the effective and inclusive management of city resources and policies.

The City has four active City Commissions: Education; Planning and Preservation; Parks, Wellness and Recreation; and Transportation and Public Safety. Community members who wish to apply for

Discussion and Consideration Regarding Proposed Changes to the Application to Serve on a City Commission

Page 2 of 2

a City Commissioner position, are required to complete the “Application to Serve on a City Commission” form.

On November 18, 2024, the City Council directed staff to work with Councilmember Fajardo on the proposed changes to the “Application to Serve on a City Commission” form that would include certain questions associated with the applicant’s background and qualifications. The proposed changes would include adding two questions on the application as follows:

1. Please share any community involvement including leadership roles that you have held. What impact do you believe your involvement has had on the broader community?
2. Please provide your social media handles for review. Have you ever had a social media account deleted, blocked, suspended, or restricted for public viewing? If so, can you provide context?

The City’s application is attached that includes Councilmember Fajardo’s proposed changes, in red text.

BUDGET IMPACT:

There is no impact to the budget by discussing this item. Additional future costs to be determined based on City Council direction.

CONCLUSION:

It is recommended that the City Council discuss the proposed changes to the “Application to Serve on a City Commission” (Attachment “A”) and provide direction, as appropriate.

ATTACHMENTS:

- A. Application to Serve on a City Commission – Proposed Changes

APPLICATION TO SERVE ON A CITY COMMISSION

This is a public document. To assist the City Council in evaluating each applicant in the selection of Commission Members, please provide as complete of a response as possible to all questions.

APPLICANT INFORMATION

NAME		PHONE NO.
RESIDENCE ADDRESS	CITY & STATE	ZIP CODE
MAILING ADDRESS <i>If different than above</i>	CITY & STATE	ZIP CODE
EMAIL ADDRESS <i>Business or personal to be used for Commission activity</i>		
EMPLOYER	POSITION	
BUSINESS ADDRESS	CITY & STATE	ZIP CODE
BUSINESS PHONE		
ARE YOU RELATED TO THE NOMINATING COUNCILMEMBER? <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, HOW ARE YOU RELATED? _____		
DO YOU OWN PROPERTY IN THE CITY OF SAN FERNANDO? <i>If yes, please list the address(es)</i> <input type="checkbox"/> YES <input type="checkbox"/> NO		
DO YOU OWN OR OPERATE A BUSINESS IN SAN FERNANDO? <i>If yes, please state the name, nature of the business, and business license number</i> <input type="checkbox"/> YES <input type="checkbox"/> NO		

MEMBER COMMITMENT

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

- I am over the age of 18 years old and am a resident of the City of San Fernando, California.
- As a City Commissioner, I am willing to file financial disclosure statements (Form 700), a public record, as required by the State and the City's Conflict of Interest Code, if applicable.
- I understand that absence from three consecutive regular meetings shall be deemed to constitute my retirement.
- I am willing to attend/complete the required two hours of State mandated AB1234 Ethics Training every two years.

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

APPLICANT SIGNATURE	DATE
---------------------	------

APPLICATION TO SERVE ON A CITY COMMISSION

COMMISSION APPLICATION CHOICE(S) *Please indicate which Commission you are interested in*

- ☐ EDUCATION COMMISSION
- ☐ PARKS, WELLNESS, AND RECREATION COMMISSION
- ☐ PLANNING AND PRESERVATION COMMISSION
- ☐ TRANSPORTATION AND PUBLIC SAFETY COMMISSION
- ☐ OTHER BOARD, COMMISSION OR COMMITTEE _____

BACKGROUND AND EXPERIENCE *Please provide your background and related experience information below.*

COMMUNITY INVOLVEMENT *Please share any community involvement including leadership roles that you have held. What impact do you believe your involvement has had on the broader community?*

SOCIAL MEDIA *Please provide your social media handles for review. Have you ever had a social media account deleted, blocked, suspended, or restricted for public viewing? If so, can you provide context?*

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AGENDA REPORT

To: Mayor Celeste T. Rodriguez and Councilmembers

From: Vice Mayor Mary Mendoza

Date: December 2, 2024

Subject: Consideration to Appoint a Planning and Preservation Commissioner

RECOMMENDATION:

I have requested to place on the agenda (Attachment "A") for the City Council to approve Flor Sanchez (Exhibit "A" to Attachment "A") be appointed as my representative to the Planning and Preservation Commission.

BACKGROUND/ANALYSIS:

1. Pursuant to the City's Code (Attachment "B"), each Councilmember may appoint one (1) Commissioner to each Commission (i.e., Planning and Preservation Commission; Parks, Wellness, and Recreation Commission; Transportation and Public Safety Commission; and Education Commission), with such appointment to be ratified by the full City Council. For appointment consideration, interested residents must submit an application to the nominating City Councilmember, at which time the proposed appointment considered by the City Council to approve and ratify.
2. On November 1, 2024, Vice Mayor Mendoza received notice that Commissioner Sylvia Ballin resigned from the Planning and Preservation Commission (Commission), which resulted in an unscheduled vacancy. Commissioner Ballin served on the Commission since June 12, 2023.
3. On November 7, 2024, the City Clerk posted an Unscheduled Vacancy Notice (Attachment "C"), pursuant to Government Code Section 54974 that states: *"Final appointment to the board commission or committee shall not be made by the legislative body for at least 10 working days after the posting of the notice in the clerk's office."*
4. On November 14, 2024, Flor Sanchez submitted an application (Exhibit "A" to Attachment "A") seeking consideration as my representative to be appointed to the Planning and Preservation Commission to fill the unscheduled vacancy.

Consideration to Appoint a Planning and Preservation Commissioner

Page 2 of 2

BUDGET IMPACT:

The City pays each Commissioner \$100 for attendance at up to one (1) Commission meeting per month. A total of \$1,200 per Commissioner is appropriated in each responsible Department's budget. Sufficient funds are included in the Fiscal Year 2024-2025 adopted Budget.

CONCLUSION:

I recommend that Flor Sanchez be appointed as my representative to the Planning and Preservation Commission to fill the Planning and Preservation Commission vacancy.

ATTACHMENTS:

- A. Request to Agendize an Item for City Council Discussion/Consideration
Exhibit "A": Commissioner Application
- B. City Code Pertaining to Each Commission
- C. Unscheduled Vacancy Notice



REQUEST TO AGENDIZE AN ITEM FOR CITY COUNCIL DISCUSSION/CONSIDERATION

CITY COUNCILMEMBER INFORMATION

NAME

TITLE

ITEM INFORMATION

SUBJECT *Title of the item you are requesting to be agendized.*

PRIORITIES

Is this included in the current FY priorities?☐ Yes ☐ No

BUDGET

Is this a budgeted item?☐ Yes ☐ No

FISCAL IMPACT

Is there a fiscal impact? If yes, indicate amount.☐ Yes ☐ No \$BACKGROUND/ANALYSIS *Provide the reason you are requesting this item be agendized.*ATTACHMENTS *Do you have any attachments to include?*☐ Yes ☐ NoRECOMMENDATION *Indicate the direction you are recommending.*

APPLICATION TO SERVE ON A CITY COMMISSION

CLEAR FORM

This is a public document. To assist the City Council in evaluating each applicant in the selection of Commission Members, please provide as complete of a response as possible to all questions.

APPLICANT INFORMATION

NAME Flor Sanchez		PHONE NO.
RESIDENCE ADDRESS	CITY & STATE San Fernando	ZIP CODE CA
MAILING ADDRESS <i>If different than above</i>	CITY & STATE	ZIP CODE
EMAIL ADDRESS <i>Business or personal to be used for Commission activity</i>		
EMPLOYER	POSITION Senior Accountant	
BUSINESS ADDRESS	CITY & STATE New York	ZIP CODE 10018
BUSINESS PHONE		
ARE YOU RELATED TO THE NOMINATING COUNCILMEMBER? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YES, HOW ARE YOU RELATED? _____		
DO YOU OWN PROPERTY IN THE CITY OF SAN FERNANDO? <i>If yes, please list the address(es)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
DO YOU OWN OR OPERATE A BUSINESS IN SAN FERNANDO? <i>If yes, please state the name, nature of the business, and business license number</i> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		

MEMBER COMMITMENT

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

- I am over the age of 18 years old and am a resident of the City of San Fernando, California.
- As a City Commissioner, I am willing to file financial disclosure statements (Form 700), a public record, as required by the State and the City's Conflict of Interest Code, if applicable.
- I understand that absence from three consecutive regular meetings shall be deemed to constitute my retirement.
- I am willing to attend/complete the required two hours of State mandated AB1234 Ethics Training every two years.

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

APPLICANT SIGNATURE 	DATE 11/14/2024
--	---------------------------

APPLICATION TO SERVE ON A CITY COMMISSION

COMMISSION APPLICATION CHOICE(S) *Please indicate which Commission you are interested in*

- ☐ EDUCATION COMMISSION
- ☐ PARKS, WELLNESS, AND RECREATION COMMISSION
- ☒ PLANNING AND PRESERVATION COMMISSION
- ☐ TRANSPORTATION AND PUBLIC SAFETY COMMISSION
- ☐ OTHER BOARD, COMMISSION OR COMMITTEE _____

Please provide your background and related experience information below:

See Attached



Bio
Flor Sanchez

Flor Sanchez has proudly called San Fernando home since 2010. She and her young family—her husband and two daughters—moved to the city with many dreams as they purchased their first home. They were excited to begin raising their daughters in a house, fulfilling a part of the American dream that so many aspire to.

She holds a Bachelor of Science in Financial Planning from California State University, Northridge (CSUN). Flor has built a diverse career that includes significant community service contributions during her tenure at three of the top entertainment companies. She collaborated with organizations such as Children’s Hospital Los Angeles and TreePeople, reflecting her commitment to giving back.

As the co-founder of Smart Money Financial Services, Flor is passionate about empowering her community by improving financial literacy and promoting generational wealth within underserved populations.

For over 13 years, Flor was deeply involved in Girl Scouts, volunteering her time and leadership to help young girls, including her daughters, grow into confident and capable individuals. Earlier this year, Flor organized a neighborhood event where she invited the Chief of Police to speak with residents about issues impacting their side of town. This initiative showcased her dedication to fostering dialogue and solutions within her community.

Flor also brings valuable hands-on experience with planning, building, and zoning to her role. She successfully oversaw the development of an Accessory Dwelling Unit (ADU), managing every stage of the project. This included hiring an architect to design blueprints, obtaining all necessary permits from the city, coordinating with a construction company, and ensuring compliance with city regulations through every inspection checkpoint. This process gave her firsthand insight into the complexities of urban development and the importance of thoughtful planning.

With her expertise in financial planning and management, Flor brings valuable skills to her role, aiming to contribute a solid foundation of fiscal responsibility and innovative solutions to the city’s initiatives.

Now empty nesters with both daughters off to college, Flor and her husband find themselves with more time to focus on the community they love. Flor is eager to deepen her involvement in San Fernando, contributing her skills and passion to make a meaningful impact.

In her free time, Flor enjoys photography, exploring new software and coding languages, traveling to discover new perspectives, and spending quality time with her husband.

CITY CODE PERTAINING TO ALL COMMISSIONS

Sec. 54-66. Reports and records.

The commission shall keep an accurate record of all its proceedings and transactions and shall render annually, on a calendar basis, a full report of the commission's transactions and recommendations to the council.

(Ord. No. 1586, § 4, 3-16-2009; Ord. No. 1689, § 3, 11-18-2019)

Sec. 54-67. Incurring financial liability.

Neither the commission nor any person connected with the commission shall incur any financial liability in the name of the city.

(Ord. No. 1586, § 4, 3-16-2009; Ord. No. 1689, § 3, 11-18-2019)

Secs. 54-68—54-95. Reserved.**PLANNING AND PRESERVATION COMMISSION****Sec. 62-26. Established.**

A planning commission for the city is established pursuant to Government Code § 65101 and shall be known as the planning and preservation commission. All references in this Code to the "planning commission" or "city planning commission" shall be to the planning and preservation commission. All references in ch. 106, art. VI, div. 14, of this Code to the "commission" shall be to the planning and preservation commission.

(Ord. No. 1702 , § 3, 8-16-2021)

Sec. 62-27. Composition and appointment of members.

The planning and preservation commission shall be composed of five members, each with full participation and voting rights. Such members shall be registered voters and city residents. Each member shall be appointed by a different appointing councilperson, with such appointment to be ratified by the city council.

(Ord. No. 1702 , § 3, 8-16-2021)

Sec. 62-28. Compensation.

The council shall fix the amount of compensation, if any, to be paid to the members of the planning and preservation commission.

(Ord. No. 1702 , § 3, 8-16-2021)

CITY CODE PERTAINING TO ALL COMMISSIONS

Sec. 62-29. Officers.

The members shall organize the planning and preservation commission and shall elect a chair and vice-chair. In the absence of the chair and vice-chair, any other member shall call the commission to order, whereupon a chair shall be elected from the members present to preside for that meeting. The community development director shall serve as secretary.

(Ord. No. 1702 , § 3, 8-16-2021)

Sec. 62-30. Meetings generally.

- (a) The members of the planning and preservation commission shall meet once each month, at such time and place as may be fixed by resolution, and may hold such other meetings as from time to time may be called in the form and manner required by law.
- (b) The planning and preservation commission shall discuss at least once a quarter matters pertaining to trees and the city's urban forest during regularly scheduled commission meetings.

(Ord. No. 1702 , § 3, 8-16-2021)

Sec. 62-31. Absence from meetings.

- (a) Absence from three consecutive regular meetings of the planning and preservation commission by a member with or without consent of the commission shall be deemed to constitute a retirement of such member, and the office shall become vacant. The vacancy thus created shall thereafter be filled by appointment by the city councilmember so assigned of a successor to fill the unexpired term of office.
- (b) Absence from three regular meetings of the commission in a 12-month period by a member without consent of the commission or absence from four regular meetings of the commission within a 12-month period by a member with the consent of the commission shall be deemed to constitute a retirement of such member, and the office shall become vacant. The vacancy thus created shall thereafter be filled by appointment by the city councilmember so assigned of a successor to fill the unexpired term of office.

(Ord. No. 1702 , § 3, 8-16-2021)

Sec. 62-32. Quorum.

Three members of the planning and preservation commission shall constitute a quorum for the transaction of business, but a lesser number may adjourn from time to time for want of a quorum and until a quorum can be obtained.

(Ord. No. 1702 , § 3, 8-16-2021)

CITY CODE PERTAINING TO ALL COMMISSIONS

Sec. 62-33. Rules and regulations.

The planning and preservation commission may make and alter rules and regulations for its organization and procedure consistent with state laws and this article and other city ordinances.

(Ord. No. 1702 , § 3, 8-16-2021)

Sec. 62-34. Records and reports.

The planning and preservation commission shall keep an accurate record of all its proceedings and transactions. The commission shall also, upon demand of the council, make other investigations and reports upon subjects within its jurisdiction.

(Ord. No. 1702 , § 3, 8-16-2021)

Sec. 62-35. Powers and duties generally.

The planning and preservation commission shall have the powers and shall perform the duties prescribed by the city council and by state law for planning commissions established pursuant to Government Code § 65101.

In addition, for purposes of ch. 106, art. VI, div. 14, of this Code, the duties of the planning and preservation commission shall include the following:

- (1) Initiating studies, investigations and surveys and making recommendations to the city council relative to the designation, selection, establishment, maintenance, management, and control of historic resources and the preservation thereof.
- (2) Upon request of the city council, making other investigations, reports, and recommendations upon subjects related to the implementation of the historic preservation element of the general plan and ch. 106, art. VI, div. 14, of this Code, or other matters related to the city's historic preservation program referred to it by the city council.

(Ord. No. 1702 , § 3, 8-16-2021)

Sec. 62-36. Powers and duties, trees and city's urban forest.

In addition to the duties discussed in section 62-35, the planning and preservation commission shall have duties related to trees and the city's urban forest, including the following:

- (1) To act in an advisory capacity to the city council on matters pertaining to the improvement and beautification of the city's urban forest, and to provide an official entity through which the city may organize and implement plans.
- (2) To establish procedures and rules of operation, as it deems necessary to give effect to the intent and purpose of this article, subject to the approval of the city council, and to perform such other duties as may be prescribed by the city council.
- (3) To oversee the preparation of, the reviewing of, and the recommendation of a city-owned tree inventory, master plan, and work plan/budget to the city council for implementation.
- (4) To be instrumental in evaluating needs, setting goals, and establishing policies for the community forestry program.

CITY CODE PERTAINING TO ALL COMMISSIONS

- (5) To recommend legislation to the city council regarding the urban forest.
- (6) To provide information regarding the selection, planning and maintenance of trees on public property.

(Ord. No. 1702 , § 3, 8-16-2021)

Secs. 62-37—62-60. Reserved.

TRANSPORTATION AND PUBLIC SAFETY COMMISSION

Sec. 90-71. Established; composition; appointment and compensation of members; officers.

- (a) There is established a transportation and public safety commission of five members to be appointed by a different appointing councilperson, with such appointment to be ratified by the city council. Each member shall have full participation and voting rights. Each member shall also be a registered voter and city resident. Such members so appointed shall be persons who do not hold any office or position with the city. The terms of office of each member shall be one year.
- (b) The members shall organize the transportation and public safety commission and shall elect a chair and vice-chair. In the absence of the chair and vice-chair, any other member shall call the commission to order, whereupon a chair shall be elected from the members present to preside for that meeting.

(Code 1957, § 13.25; Ord. No. 1586, § 6, 3-16-2009; Ord. No. 1709 , § 2, 4-18-2022)

Sec. 90-72. Duties generally.

It shall be the duty of the transportation and public safety commission to:

- (1) Suggest the most practicable means for coordinating the activities of all city officers and agencies having authority with respect to the administration or enforcement of traffic regulations;
- (2) Stimulate and assist in the preparation and publication of transportation safety and traffic reports;
- (3) Receive complaints having to do with traffic matters; and
- (4) Recommend to the city council, the chief of the traffic division and other city officials ways and means for improving traffic conditions and the administration and enforcement of transportation safety and traffic regulations.
- (5) The transportation and public safety commission shall act solely as an advisory board to the city council and an advocate for public safety and traffic services with respect to matters relating to public safety, including understanding police and fire operations, crime prevention, emergency preparedness, traffic and transportation, and any other matters which may be assigned to it from time to time by the city council, and shall study and make recommendations as to such matters directly to the city council in an advisory capacity. Unless expressly authorized by the city council, the commission shall not represent itself to be acting for or on behalf of the city council, nor shall it commit the officers, employees, or staff of the city in any manner or to any course of action. To the contrary, the commission shall act as a study center



THE CITY OF SAN FERNANDO

CITY COUNCIL

MAYOR
CELESTE T. RODRIGUEZ

VICE MAYOR
MARY MENDOZA

COUNCILMEMBER
JOEL FAJARDO

COUNCILMEMBER
MARY SOLORIO

COUNCILMEMBER
VICTORIA GARCIA

UNSCHEDULED VACANCY NOTICE

City of San Fernando Planning and Preservation Commission

The San Fernando City Council is now accepting applications for appointment to the San Fernando Planning and Preservation Commission ("Commission") to fill one (1) unscheduled vacancy for the term of office from the date of appointment through December 2026 and shall continue in the position until replaced by the appointing City Councilmember or until the member resigns.

Applicants must be at least 18 years old and reside within the City jurisdiction. It is encouraged that applicants be involved or employed in the field of Planning and Preservation and culture or related subjects. Commissioners receive a monthly meeting attendance stipend of \$100.00.

The Planning and Preservation Commission consists of five Commission members. During the Commissions annual reorganization, Commissioners must choose members to serve as Chair and as Vice Chair; and the terms of office shall be for one year or until successors chosen.

City Hall Council Chambers, 117 Macneil Street Monthly Meetings held on the Second Monday - Starts at 5:30 p.m.

Applications will be accepted from November 8, 2024 until the vacancy is filled. For additional information, please contact Julia Fritz, City Clerk at (818) 898-1204 or via email at cityclerk@sfcity.org.

Dated this 7th day of November 2024
City of San Fernando, California

Julia Fritz, CMC
City Clerk

cc: Vice Mayor Mary Mendoza
Erika Ramirez, Director of Community Development

CITY CLERK
DEPARTMENT

117 MACNEIL STREET
SAN FERNANDO
CALIFORNIA
91340

(818) 898-1204

WWW.SFCITY.ORG

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AGENDA REPORT

To: Vice Mayor Mary Mendoza and Councilmembers

From: Councilmember Mary Solorio

Date: December 2, 2024

Subject: Discussion and Consideration Regarding Enhancing Police Patrolling Efforts

RECOMMENDATION:

I have placed this item on the agenda for City Council discussion to provide staff with direction.

BACKGROUND/ANALYSIS:

See Attachment "A" that was submitted to request to agendize this item for the December 2, 2024 City Council Meeting.

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 Maria Solorio	TITLE Councilmember
-----------------------	------------------------

ITEM INFORMATION

SUBJECT *Title of the item you are requesting to be agendized.*

Discuss Enhancing Police Patrolling

PRIORITIES

Is this included in the current FY priorities?

☒ Yes ☐ No

BUDGET

Is this a budgeted item?

☐ Yes ☒ No

FISCAL IMPACT

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

☐ Yes ☒ No \$

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

In light of recent concerns from residents and local businesses regarding safety, and in response to an uptick in criminal activity in certain areas of our city, I propose that we discuss enhancing police patrolling efforts.

Request for current statistics including crime rates, community feedback, or concerns raised by local organizations. Describe the existing level of police presence or patrolling in the area and identify any gaps.

ATTACHMENTS *Do you have any attachments to include?*

☐ Yes ☒ No

RECOMMENDATION *Indicate the direction you are recommending.*

Increasing police patrols in high-traffic and high-crime areas

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AGENDA REPORT

To: Vice Mayor Mary Mendoza and Councilmembers

From: Councilmember Mary Solorio

Date: December 2, 2024

Subject: Discussion and Consideration Regarding a "Sanctuary City Status" for the City of San Fernando

RECOMMENDATION:

I have placed this item on the agenda for City Council discussion to provide staff with direction.

BACKGROUND/ANALYSIS:

See Attachment "A" that was submitted to request to agendize this item for the December 2, 2024 City Council Meeting.

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 Maria Solorio	TITLE Councilmember
-----------------------	------------------------

ITEM INFORMATION

SUBJECT *Title of the item you are requesting to be agendized.*

Discussion on "Sanctuary City Status" for the city of San Fernando

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

I would like to propose a discussion regarding the potential for San Fernando to adopt a Sanctuary City status. Sanctuary City policies typically involve limits on local cooperation with federal immigration authorities, providing a safer environment for undocumented immigrants in our community.

ATTACHMENTS *Do you have any attachments to include?*

☒ Yes ☐ No

RECOMMENDATION *Indicate the direction you are recommending.*

Request for Police department to provide a presentation on immigration enforcement and staff be directed to review the legal and budgetary considerations of adopting Sanctuary City status for San Fernando.

ORDINANCE NO. _____

An ordinance adding new Article __ to Chapter __ of Division __ of the Los Angeles Administrative Code relating to the use of City resources in connection with immigration enforcement under federal law.

**THE PEOPLE OF THE CITY OF LOS ANGELES
DO ORDAIN AS FOLLOWS:**

Sec. 1. A new Article __ to Chapter __ of Division __ of the Los Angeles Administrative Code to read as follows:

CHAPTER __, ARTICLE __

**USE OF CITY RESOURCES IN CONNECTION WITH
IMMIGRATION ENFORCEMENT UNDER FEDERAL LAW**

SEC. __.__. PURPOSE.

The City has long embraced and welcomed individuals of diverse racial, ethnic, religious, and national backgrounds. The City welcomes, honors, and respects the contributions of all its residents, regardless of their immigration status, as this status should not impact the civic lives of noncitizens. Immigrants and their families in the City contribute to the economic and social fabric of the City by establishing and patronizing businesses, participating in the arts and culture, and achieving significant educational accomplishments. More importantly, Los Angeles is home to immigrants and their families, and it is here where they form and maintain bonds of family, friendship, and love.

Public safety is also paramount, and the City understands that the City is safest when all people feel they can participate in civic and public life. Fostering a relationship of trust, respect, and open communication between City officials and residents is essential to the City's mission of delivering efficient public services in partnership with our community, which ensures a prosperous economic environment, opportunities for youth, and a high quality of life for all residents. Accordingly, the City seeks to continue to foster trust between City officials and residents to protect limited local resources; to encourage cooperation between residents and City officials, including law enforcement officers and employees; and to ensure public safety and due process for all.

In 2018, the California Values Act (SB 54) went into effect. SB 54 prevents state and local law enforcement resources from being commandeered by the federal government and diverted to tear families apart and violate due process rights. In that spirit, the City also refuses to use our limited resources to detain and deport, or assist with the detention and deportation of, mothers and fathers, children, neighbors, co-workers, and friends except as required by federal law. Instead, the City stands with our immigrant community members.

This ordinance establishes safeguards and procedures, to the extent permissible by law, to prohibit any City Resources, property, or personnel from being utilized for any federal immigration enforcement or to cooperate with federal immigration authorities in the execution of

their duties connected to federal immigration enforcement. Further, the City will, to the extent permissible by law, not enter into new, amended, or extended contracts or agreements with any person or entity that provides Immigration Authorities with any Data Broker, data-mining, or Extreme Vetting services connected to immigration enforcement, unless a waiver is granted.

SEC. __. __. __ DEFINITIONS

The following definitions shall apply to this article:

A. “Awarding Authority” means a subordinate or component entity or person of the City, such as a City department or board of commissioners, that has the authority to enter into a Contract or agreement for the provision of goods or services on behalf of the City.

B. “City” means the City of Los Angeles and any Awarding Authority.

C. “City Resources” means City monies, facilities, property, equipment, or personnel.

D. “Commission” means the Human Relations Commission.

E. “Company” means any person, firm, corporation, partnership, or combination thereof.

F. “Contract” means any agreement, franchise, lease, or concession, including agreements for any occasional professional or technical personal services, for the performance of any work or service, the provision of any materials or supplies, or the rendition of any service to the City or to the public, which is let, awarded, or entered into with, or on behalf of, the City or any Awarding Authority thereof.

G. “Database” means any set of records of any sort, electronic or otherwise, that can be queried to retrieve records matching certain criteria and that contain any Protected Personal Information. This includes but is not limited to any database that stores automated license plate reader data, data about any encounters with law enforcement entities and agencies, biometric information, business licenses, or utility service data.

H. “Data Broker” means either of the following:

(1) an entity that collects information, including personal information about consumers, from a variety of sources for the purposes of aggregating, sharing, or reselling such information to its customers, which include both private-sector businesses and government agencies; or

(2) the aggregation of data that was collected for another purpose from that for which it is ultimately used.

I. “Designated Administrative Agency” or “(DAA)” means the Civil + Human Rights and Equity Department, which shall bear administrative responsibilities under this article.

J. “Extreme Vetting” means data-mining, data-linking technology, threat modeling, predictive risk analysis, and other similar services.

K. “Immigration Authorities” means any person employed by the Department of Homeland Security, which includes U.S. Immigration and Customs Enforcement, U.S. Customs and Border Protection, and U.S. Citizenship and Immigration Services, or any other federal agency or department tasked with enforcing U.S. immigration law.

L. “Immigration Enforcement Action” means any investigation, search, inquiry, or action undertaken to enforce provisions of federal law regarding a person’s entry or reentry, presence, or employment in the United States on the basis of immigration or citizenship status.

M. “Protected Personal Information” means any information that identifies, relates to, describes, or is capable of being associated with a particular individual and is protected from disclosure by the City in accordance with this Article, including but not limited to:

- (1) name;
- (2) signature;
- (3) physical characteristics, descriptions, or biometrics, such as facial characteristics, irises, fingerprints, voice, and DNA;
- (4) residential, business, or other addresses;
- (5) education or employment histories;
- (6) telephone numbers;
- (7) date of birth;
- (8) place of birth;
- (9) religion;
- (10) sex;
- (11) gender;
- (12) gender identity;
- (13) sexual orientation;
- (14) marital status;
- (15) age;
- (16) citizenship or immigration status;

- (17) Social Security number or Individual Taxpayer Identification Number;
- (18) passport number;
- (19) driver's license or state identification card number;
- (20) employers, employers' address, or employment information;
- (21) house of worship address;
- (22) insurance policy numbers;
- (23) status as a victim of or witness to a crime;
- (24) known or suspected political or organizational affiliations;
- (25) status as a recipient of government benefits;
- (26) health or disability information;
- (27) income;
- (28) assets;
- (29) debts; and
- (30) bank account numbers, credit card numbers, debit card numbers, or any other financial information.

SEC. __. __. __ CONFIDENTIALITY OF PERSONAL INFORMATION.

A. The City shall not disclose Protected Personal Information to Immigration Authorities in the furtherance of any Immigration Enforcement Action.

B. All City departments, agencies, or commissions shall review their confidentiality policies annually and identify and implement any changes necessary to prevent the disclosure of Protected Personal Information in the furtherance of any Immigration Enforcement Action.

C. Vendors collecting information on behalf of the City shall report annually on their data sharing policies and enumerate how the use of its data is limited to that necessary to provide city duties or services and is not used or disclosed for any other purpose.

SEC. __. __. __ PROHIBITION ON USE OF CITY RESOURCES.

A. The City shall not use any City Resources to assist in any Immigration Enforcement Action, including but not limited to the use of City Resources for the purposes of:

- (1) inquiring into or collecting information about an individual's country of origin, immigration or citizenship status, nationality, or place of birth unless (i) this

information is required to provide a City service, (ii) for the sole purpose of assisting that individual in matters relating to their immigration status, or (iii) as required for City employment purposes;

(2) investigating, interrogating, detaining, arresting, transferring, or refusing to release individuals for Immigration Enforcement Action purposes;

(3) responding to any civil immigration warrant or request to detain, transfer, or notify federal authorities about the release of any individual for Immigration Enforcement Action purposes;

(4) providing Immigration Authorities access to any non-public areas, including jails or police department property, without a valid search or arrest warrant issued by a federal court of competent jurisdiction;

(5) making individuals in City custody available to Immigration Authorities for interviews for Immigration Enforcement Action purposes;

(6) participating in any operation or joint operation or patrol that involves, in whole or in part, an Immigration Enforcement Action;

(7) providing access to any City Databases or sharing Protected Personal Information in the possession of the City in connection with an Immigration Enforcement Action;

(8) performing the functions of an immigration officer pursuant to Section 1357(g) of Title 8 of the United States Code;

(9) enforcing any federal program requiring the registration of individuals in connection with or relating to an Immigration Enforcement Action purpose; and

(10) enforcing Sections 1325 and 1326 of Title 8 of the United States Code.

B. The DAA shall establish rules and regulations, as approved by the Commission, for City employees for the reporting of information that the employee reasonably believes is evidence of a violation of this Article.

SEC. __. __. __ RESTRICTIONS ON CONTRACTING.

A. The City shall not enter into any Contract or an amendment to any Contract with any Company providing Data Broker or Extreme Vetting services, directly or indirectly, to Immigration Authorities.

B. Every Contract or amendment thereto with a Company shall include the following provisions:

(1) prohibiting the Company from providing Data Broker or Extreme Vetting services, directly or indirectly, to Immigration Authorities;

(2) prohibiting the Company from disclosing Protected Personal Information, directly or indirectly, in the furtherance of an Immigration Enforcement Action;

(3) prohibiting the Company from disclosing Protected Personal Information, directly or indirectly, for additional commercial purposes beyond the scope of the contract with the City

(4) requiring the Company to identify, upon request of the DAA, data retention and destruction policies relating to compliance with this Section;

(5) requiring the deletion of any information collected or sold in violation of this Section in a timely manner, no longer than thirty (30) days after the request; and

(6) providing that a violation of the foregoing shall constitute a material breach and entitling the City to terminate the Contract and otherwise pursue available legal remedies.

C. All requests for information, requests for proposals, or any other solicitation for a Contract issued by the City shall include notice of the prohibitions hereunder. Each Awarding Authority shall require that any Company that enters into a Contract with the City, whether the Contract is subject to competitive bidding or not, shall complete an affidavit, prior to or contemporaneous with entering into the Contract, certifying that it is not engaged in providing Data Broker or Extreme Vetting services to Immigration Authorities.

D. The DAA shall establish rules and regulations, as approved by the Commission, governing the administrative process for the investigation of and enforcement against violations and appeals of determinations thereof by any Company under Contract with the City. The rules shall include procedures for: (i) providing notice of an alleged violation to the Company; (ii) providing the Company with the opportunity to respond to the notice; (iii) providing notice to the Company of the DAA's determination; and (iv) providing the Company the opportunity to appeal the DAA's determination to a hearing officer appointed by the Commission. The hearing officer's decision shall constitute the City's final decision, and any review of that decision shall be made by the filing of a petition for writ of mandate in the Superior Court of the County of Los Angeles under Section 1094.5 of the Code of Civil Procedure.

SEC. __. __. __ EXCEPTIONS.

A. This Article shall not be applicable upon the following:

(1) the written consent of an individual to whom Protected Personal Information pertains (or if such individual is a minor, the consent of that person's parent or legal guardian);

(2) circumstances in which the Commission or City Council determines that disclosure of Protected Personal Information is necessary for the performance of City actions for the betterment of the health, safety, morals, and general welfare of its inhabitants; or

- (3) required by state or federal law or judicial decision.

B. This Article shall not be applicable to the following Contracts:

- (1) Contracts for the investment of: (i) City trust moneys or bond proceeds; (ii) pension funds; (iii) indentures, security enhancement agreements for City tax-exempt and taxable financings; (iv) deposits of City surplus funds in financial institutions; (v) City monies in securities permitted under the California State Government Code and/or the City's investment policy; (vi) investment agreements; (vii) repurchase agreements; (viii) City monies invested in United States government securities; and (ix) Contracts involving City monies in which the Treasurer or the City Administrative Officer finds that the City will incur a financial loss or forego a financial benefit, and which in the opinion of the Treasurer or the City Administrative Officer would violate his or her fiduciary duties.

- (2) Grant-funded Contracts, if the application of this Article would violate or be inconsistent with the terms or conditions of a grant or grant Contract with an agency of the United States, the State of California, or the instruction of an authorized representative of either of those agencies with respect to any grant or grant Contract.

- (3) Contracts with a governmental entity such as the United States of America; the State of California; a county, city, or public agency of one of these entities; or a public or quasi-public corporation located in the United States and declared by law to have a public status.

- (4) Contracts awarded on the basis of exigent circumstances whenever an Awarding Authority finds that the City would suffer a financial loss or that City operations would be adversely impacted unless exempted from the provisions of this Article. This finding must be approved by the DAA prior to Contract execution.

- (5) Contracts for goods covered under a United States patent and only available from a single source.

- (6) Contracts for repairs, alterations, work, or improvements declared in writing by the Awarding Authority to be of urgent necessity for the preservation of life, health, or property. The declaration shall give the reasons for the urgent necessity and must be approved by the City Council or its designee.

- (7) Contracts entered into during time of war or national, state, or local emergency declared in accordance with federal, state, or local law, where the City Council adopts a resolution by two-thirds vote and the Mayor approves the suspension of any or all the restrictions of Section 371 of the Los Angeles City Charter or their applicability to the Awarding Authority.

- (8) Contracts for equipment repairs or parts obtained from the manufacturer of the equipment or its exclusive agent.

(9) Contracts with the City that specifically permit the City to enter into a Contract or amendment thereto with a Company providing Data Broker or Extreme Vetting services, directly or indirectly, to Immigration Authorities upon a specified determination that no reasonable alternative exists, taking into account the intent and purpose of this Article; the availability of alternative services, goods, and equipment; the extent of the Company's Data Broker or Extreme Vetting services with Immigration Authorities; and quantifiable additional costs resulting from the use of available alternatives. The DAA shall promulgate rules and regulations, as approved by the Commission, to implement and administer a waiver process hereunder.

SEC. __. __. __ INVESTIGATION AND REPORTING.

A. The DAA shall review compliance with this Article. The DAA may initiate and shall receive complaints regarding violations of this Article. All officers, employees, departments, boards, commissions, and any Company under Contract with the City shall cooperate with the DAA in any investigation of a violation.

B. By _____ of each year, the DAA shall schedule and submit to the City Council a written public report regarding compliance with this Article over the previous year. At minimum, this report must include the following:

- (1) detail with specificity the steps taken to ensure compliance with this Article;
- (2) disclosure of any issues with compliance, including any violations or potential violations of this Article; and
- (3) detailed actions taken to cure any deficiencies arising from compliance with this Article.

SEC. __. __. __ PRIVATE RIGHT OF ACTION.

A. An individual aggrieved under this Article may institute civil proceedings as provided by law against the City or any Company under Contract with the City for violating any of the provisions of this Article, provided that such aggrieved individual has first provided written notice to the DAA by serving the City Clerk, regarding the specific alleged violations of this Article, and provided the City or Company with an opportunity cure. If a specific alleged violation is not remedied within the 90 day cure period after receipt of written notice, an aggrieved individual may institute civil proceedings in any court of competent jurisdiction. The foregoing shall not apply to proceedings for injunctive relief or writ of mandate, which may be initiated at any time to the extent permissible by law.

B. An individual prevailing in court under this Article may be awarded compensatory damages and the imposition of civil penalties up to \$5,000 per violation, as adjudged by the court. In determining the amount of civil penalty, the court shall consider prior violations of this Article by the violator, and each disclosure of an individual's Protected Personal Information or participation in each Immigration Enforcement Action shall be a separate violation.

C. A court may award a plaintiff who prevails on a cause of action under subsection A of this Section reasonable attorney's fees and costs.

D. Any person or entity bringing an action against the City under this Section must first file a claim with the City under Government Code Section 905 or any successor statute within three years of the alleged violation or the effective date of this Article, whichever is later.

SEC. __.__. __ COMPLIANCE MONITORING AND PUBLIC RECORDS.

A. The City shall document in writing all requests for assistance from Immigration Authorities, including but not limited to requests for immigration detainers, transfers, interviews, interrogations, notifications, or non-publicly available information about any individual. The documented requests shall include the date, name of the requesting party, title, agency, nature of the information or assistance sought, the legal basis asserted for the request, and the response to the request.

B. All City boards, agencies, commissions, departments, and offices shall provide semi-annual written reports to the DAA aggregating the information collected in Subsection A. These reports shall be submitted every six months. These reports shall exclude all personal identifiers and shall also be considered public records within the meaning of the California Public Records Act and shall be publicly disclosed and made available online.

C. The DAA will be responsible for aggregating the information contained in the semi-annual written reports from all City boards, agencies, commissions, departments, and offices and publishing the information online. The DAA will compile this aggregated information into a monitoring report every six months, and the information will be published online in a format that is accessible to all members of the public and will be updated promptly online upon the receipt of each new semi-annual report from a City board, agency, commission, department, or office.

SEC. __.__. __ CONFLICTS.

Nothing in this article shall be interpreted or applied so as to create any requirement, power, or duty in conflict with federal or state law.

SEC. __.__. __ SEVERABILITY.

If any portion, subsection, sentence, clause, or phrase of this Article is for any reason held by a court of competent jurisdiction to be invalid, such a decision shall not affect the validity of the remaining portions of this Article. The City Council hereby declares that it would have passed this Article and each portion or subsection, sentence, clause, and phrase herein, irrespective of the fact that any one or more portions, subsections, sentences, clauses, or phrases be declared invalid.

SEC. __.__. __ URGENCY.

In light of the findings that in order to preserve limited City resources for local needs, to maintain public trust and public access to essential City benefits and services, to promote the

dignity and stability of all City communities, and in order to protect the public peace and safety, it is necessary that the amendments to the Los Angeles Administrative Code as reflected in this Ordinance become effective as soon as possible. For all these reasons, the Ordinance shall become effective upon publication pursuant to Los Angeles City Charter Section 253.

The City Clerk shall certify to the passage of this Ordinance and have it published in accordance with Council policy, either in a daily newspaper circulated in the City of Los Angeles or by posting for ten days in three public places in the City of Los Angeles: one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall; one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall East; and one copy on the bulletin board located at the Temple Street entrance to the Los Angeles County Hall of Records.

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Board of Education Report

File #: Res-032-24/25, Version: 2

Ms. Goldberg - Reaffirm Our Commitment to Immigrant Students, Families, and Staff and Update the District's Policy "To Enforce the Respectful Treatment of All Persons" to Include Gender Identity and Gender Expression (Res-032-24/25) (Waiver of Board Rule 72)

Whereas, The 2024 presidential contest led to the election of the candidate who campaigned on an anti-immigrant and anti-LGBTQ+ agenda;

Whereas, On October 17, 1988 the Board of Education unanimously passed a resolution "To Enforce the Respectful Treatment of All Persons," ~~which has been incorporated into Los Angeles Unified School District (LAUSD) BUL-5798.0, "Workplace Violence, Bullying and Threats (Adult to Adult)" (July 16, 2012)~~ and this policy's intentions are reflected, with respect to students, in BUL-6224.3, "Gender Identity and Students - Ensuring Equity and Nondiscrimination;";

Whereas, That resolution asserted that students and adults should treat all people respectfully without regard to "race, language spoken, color, sex, religion, handicap, national origin, immigration status, age, sexual orientation, or political belief" but did not include reference to gender identity and expression;

Whereas, There is a documented increase in anti-immigrant and anti-LGBTQ+ sentiment in the United States, and these narratives divide communities, elevate risk factors, and compromise mental health and school engagement;

Whereas, The nationwide proliferation of anti-immigrant and anti-LGBTQ+ legislation and narratives ~~legalizes~~ exacerbates discrimination, invalidates people's humanity, and stokes fear and anxiety; and

Whereas, The District continues to be a strong advocate for the dignity and respect of students, staff, and family members of any national origin and of diverse sexual and gender identities and expressions; now, therefore, be it

Resolved, That the Los Angeles Unified School District is committed to elevating the dignity and respect of *all* students, staff, and families;

Resolved further, That the District reaffirms its policy that students and adults throughout LAUSD should treat all persons equally and respectfully, and explicitly adds gender identity to the groups covered by this policy, and will make any necessary changes to District Policy Bulletins to ensure that this policy includes LAUSD staff and families in addition to students;

Resolved further, That the District will continue to support legislation that protects the dignity and rights of immigrant and LGBTQ+ students, staff, and families;

Resolved further, That schools will have ongoing access to age-appropriate educational and mental health resources to promote respect toward students, staff, and families of all identities; and, be it finally

Resolved, That the District will continue to do everything in its power to protect and defend the kids in our care, and that doing so is the responsibility of all LAUSD employees.



Board of Education Report

File #: Res-033-24/25, Version: 1

Ms. Goldberg - Study the Feasibility of Establishing a Contemporary Political Issues Course (Res-033-24/25)
(Waiver of Board Rule 72)

Whereas, Los Angeles Unified School District seeks to ensure that all its graduates are “Ready for the World,” and our Strategic Plan states that this includes four key characteristics: (1) Advocates for self and others, (2) Open-minded, (3) Adaptable, and (4) Effective communicators;

Whereas, To be Ready for the World by this definition requires students to be critical thinkers, to be able to understand current events, to be able to understand how events impact our politics, to know the effects of specific policy proposals, and to be able to understand all sides of key political issues;

Whereas, It is the District’s responsibility to prepare students to be able to make distinctions between news and opinion in an increasingly fractured information environment rife with misinformation, polarization, and questionable sources; and

Whereas, It is in the interest of all students to learn to navigate and participate in our political system, and that they emerge from their school years eager to advocate for themselves and their community, exercise their right to vote, and participate in democratic institutions and practices beyond the vote; now, therefore be it,

Resolved, That the Superintendent and the Division of Instruction will study the feasibility of establishing a senior high-level course on Contemporary Political Issues, including whether such a course would be considered an elective or required course, what topics such a course would cover, what credentials and professional development would be required to ensure the District has the workforce to implement this new course, and what would be the most appropriate grade or grades for students to take this course;

Resolved further, That this study should consider what age appropriate changes to Los Angeles Unified School District curriculum throughout students’ school years would best prepare students to take this new course during senior high and derive the greatest benefit from it; and, be it finally

Resolved, That within 160 days the Superintendent and the Division of Instruction will report back to the Governing Board of the Los Angeles Unified School District about the feasibility of establishing a Contemporary Political Issues course.



Board of Education Report

File #: Res-034-24/25, Version: 1

Ms. Goldberg - Reaffirm that Los Angeles Unified School District Will Be a Sanctuary District and Safe Zone for Families Threatened by Immigration Enforcement (Res-034-24/25) (Waiver of Board Rule 72)

Whereas, The 2024 presidential contest led to the election of the candidate whose previous administration created a brutal policy of immigrant family separation which did irreparable harm to thousands of immigrant children and parents, and whose 2024 campaign promised to deport millions of immigrants currently living in the United States;

Whereas, In *Plyler v. Doe* (1982), the United States Supreme Court held that *all* immigrant children are people “in any ordinary sense of the term” and hence protected from discrimination under the 14th Amendment, and that all children, regardless of their immigration status, have the right to a free public education;

Whereas, The California Constitution, Article 1, Section 28(f)(1) states, “All students and staff of public primary, elementary, junior high, and senior high schools, and community colleges, colleges, and universities have the inalienable right to attend campuses which are safe, secure, and peaceful;” and

Whereas, On May 9, 2017 the Governing Board of the Los Angeles Unified School District passed the resolution, “Reaffirmation of Los Angeles Unified School District Schools as Safe Zones for Families Threatened by Immigration Enforcement” (Res-093-16/17), and this resolution prohibited District personnel from voluntarily cooperating in any immigration enforcement action, including sharing information about students’ and families’ immigration status with any immigration agent or agency; now, therefore, be it

Resolved, That the Governing Board of the Los Angeles Unified School District reaffirms the policy established under Res-093-16/17;

Resolved further, That within the next 60 days, the Superintendent shall develop and share with the Board a plan for strong implementation of this policy from the beginning of the next Presidential administration;

Resolved further, That this plan shall include training for all teachers, administrators, and other staff on how to respond to Federal agencies and any immigration personnel who request information about students, families, and staff, and/or are attempting to enter school property, as well as a thorough effort to communicate the District’s sanctuary policy and plan to all District families in the language that they speak; and, be it finally

Resolved, That the District will aggressively oppose any effort to create Federal laws, policies, or practices that require school districts to cooperate with Federal agencies and immigration personnel in any way related to immigration enforcement action.



Board of Education Report

File #: Res-035-24/25, Version: 1

Ms. Goldberg - Affirms that LAUSD Will Remain an Inclusive, Safe, and Welcoming Environment for All (Res-035-24/25) (Waiver of Board Rule 72)

Whereas, The 2024 presidential contest led to the election of a candidate who mounted an authoritarian campaign which promised to dissolve public agencies, erode the autonomy of public institutions including public schools, and roll back progress for numerous communities that Los Angeles Unified School District serves every day including immigrants, women, non-binary, LGBTQ+, working class, and poor people;

Whereas, Working for the Heritage Foundation, associates of the President-elect and likely members of the next administration created a 2025 Presidential Transition Project, known as Project 2025, which is explicitly intended as a blueprint for the next administration, and which lays out policies that would erode civil liberties, the separation of church and state, and the rule of law, and would undermine or abolish critical government agencies including the Department of Education;

Whereas, The enactment of the policies found in the 920-page “Project 2025 Mandate for Leadership” would do immediate, incalculable, and irreparable harm to public school students, families, and staff, as well as the entire institution of public education in this country; and

Whereas, On October 2, 2024, the Governing Board of the Los Angeles Unified School District, the Superintendent, and labor partners convened to announce L.A. Unified 2025, an affirmation of the District’s commitment to an inclusive, safe, and welcoming school district for all students, employees, and families; now, therefore, be it

Resolved, That the policy of Los Angeles Unified School District is the LA Unified 2025 vision, which stands in unity with all of the students, families, and staff in our school communities and embraces Diversity, Equity, and Inclusion throughout the District;

Resolved further, That the LA Unified 2025 vision means that we will do everything in our power to protect and defend students, families, and staff from the harm intended by Project 2025, and to defend all students’ right to a public education; and, be it finally

Resolved, That within 60 days, the Superintendent will present to the Governing Board of the Los Angeles Unified School District a formal L.A. Unified 2025 plan that provides a comprehensive overview of all of the Project 2025 policies that impact public education and public school students, families, and staff, and a detailed overview of the District’s plan to defend public education and the students, families, and staff we serve as the next administration seeks to implement these and similar policies.