MAYOR MARY MENDOZA
VICE MAYOR MARY SOLORIO
COUNCILMEMBER JOEL FAJARDO
COUNCILMEMBER VICTORIA GARCIA
COUNCILMEMBER PATTY LOPEZ

CITY OF SAN FERNANDO
CITY COUNCIL

MEETING AGENDA
SPECIAL MEETING – 5:15 PM
REGULAR MEETING – 6:00 PM
MONDAY, JANUARY 6, 2025

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

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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 **5:15 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)(4) – CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION:

Two (2) Matters

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.

PLEDGE OF ALLEGIANCE

Led by City Clerk Julia Fritz

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 CERTIFICATES OF APPRECIATION TO THE LAS PALMAS PARK SENIOR CLUB OUTGOING BOARD MEMBERS

B. PRESENTATION OF A CERTIFICATE OF APPRECIATION TO SAN FERNANDO BAKERY IN RECOGNITION OF THEIR CONTRIBUTIONS TO THE CITY

C. PRESENTATION OF A CERTIFICATE OF APPRECIATION TO PROFESSIONAL PRINTING SERVICES IN RECOGNITION OF THEIR CONTRIBUTIONS TO THE CITY

D. PRESENTATION OF A CERTIFICATE OF APPRECIATION TO DORADO HOME FURNITURE IN RECOGNITION OF THEIR CONTRIBUTIONS TO THE CITY

E. INTRODUCTION OF NEW EMPLOYEES

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**

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. June 3, 2024 – Regular Meeting
b. July 1, 2024 – Regular Meeting
c. July 15, 2024 – Regular Meeting
d. August 5, 2024 – Regular Meeting
e. September 16, 2024 - Joint CC/PPC Meeting
f. October 7, 2024 - Joint CC/PPC Meeting
g. October 21, 2024 – Regular Meeting

2) CONSIDERATION TO ADOPT RESOLUTION NOS. 24-122 AND 25-011 APPROVING THE WARRANT REGISTERS OF DECEMBER 16, 2024 AND JANUARY 6, 2025, RESPECTIVELY

Recommend that the City Council:

a. Adopt Resolution No. 24-122 approving the Warrant Register dated December 16, 2024; and

b. Adopt Resolution No. 25-011 approving the Warrant Register dated January 6, 2025.

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) RECEIVE AND FILE THE 2024 COMMISSIONER ATTENDANCE REPORT

Recommend that the City Council receive and file the 2024 Commissioner Attendance Report.

5) CONSIDERATION TO APPROVE A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH PRECISION CIVIL ENGINEERING, INC FOR ADDITIONAL ON-CALL PLANNING SERVICES

Recommend that the City Council:

a. Approve a First Amendment to the Professional Services Agreement with Precision Civil Engineering, Inc (Contract No. 2242 (a)) to increase the annual maximum compensation from $100,000 to $200,000 for on-call planning services; and

b. Authorize the City Manager, or designee, to make non-substantive change and execute the Amendment and all related documents.

6) CONSIDERATION TO APPROVE A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH RINCON CONSULTANTS INC., FOR ON-CALL PLANNING SERVICES

Recommend that the City Council:

a. Approve a First Amendment to the Professional Services Agreement with Rincon Consultants, Inc (Contract No. 2245(a)) to increase the annual maximum compensation from $100,000 to $150,000 for on-call planning services; and

b. Authorize the City Manager, or designee, to make non-substantive changes and execute the Amendment and all related documents.

7) CONSIDERATION TO ADOPT A RESOLUTION AND APPROVE AN AGREEMENT BETWEEN THE CITY OF SAN FERNANDO AND LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT REGARDING MEASURE A ANNUAL ALLOCATION TO CITY OF SAN FERNANDO

Recommend that the City Council:

a. Adopt the Resolution giving jurisdictional support to apply for Regional Park and Open Space District Measure A annual allocation funds;

b. Approve an Agreement (Contract No. 2335) between the City and the Los Angeles County Regional Park and Open Space District; and

c. Authorize the City Manager to make non-substantive changes and execute all related documents.

8) RECEIVE AND FILE INFORMATIONAL PRESENTATION ON LEAD AND COPPER SERVICE LINES

Recommend that the City Council receive and file the presentation on Lead and Copper Service Lines.

9) CONSIDERATION TO APPROVE AN INCREASE TO THE CAPITAL PROJECT BUDGET AND CONSTRUCTION FOR THE TRAFFIC SIGNAL MODIFICATIONS – 9 LOCATIONS HIGHWAY SAFETY IMPROVEMENT PROJECT NO. HSIPL-5202(019), PLAN NO. P-722 TO THE NOT-TO-EXCEED CONTINGENCY AMOUNT AND ADOPT A RESOLUTION APPROPRIATING FUNDS

Recommend that the City Council:

a. Approve an increase of $150,000 to the Capital Project Budget for the Traffic Signal Modifications – 9 Locations Highway Safety Improvement Project Federal Project No. HSIPL-5202(019), Job No. 7598, Plan No. P-722, to the not-to-exceed amount of $1,810,227;

b. Approve an increase to the construction contingency to 20% increasing the not-to-exceed amount from $122,942.95 to $245,886; and

c. Adopt Resolution No. 8357 amending the Fiscal Year 2024-2025 Adopted Budget appropriating Landscaping and Lighting Fund expenditures.

10) CONSIDERATION TO AWARD A CONTRACT WITH CRAFTWATER FOR DESIGN SERVICES FOR THE CARLISLE STREET GREEN ALLEY PROJECT

Recommend that the City Council:

a. Award a Professional Services Contract (Contract No. 2333) to Craftwater, in an amount not-to-exceed $373,190, for design services for Carlisle Street Green Alley Project;

b. Authorize the City Manager, or designee, to make non-substantive changes and execute the contract and all related documents.

ADMINISTRATIVE REPORTS

11) DISCUSSION AND CONSIDERATION REGARDING AN UPDATE ON THE PREPARATION OF A NEW MEMORANDUM OF UNDERSTANDING WITH THE MALL ASSOCIATION TO SUPPORT AND FACILITATE AN EFFECTIVE DOWNTOWN MALL ASSOCIATION

Recommend that the City Council:

a. Receive an update on preparing a new Memorandum of Understanding with the Mall Association to Support and Facilitate an Effective Downtown Mall Association;

b. Appoint the Economic Development/Downtown Master Plan Ad Hoc Committee to work collaboratively with City staff and the Mall Association Board in drafting the new MOU; and

c. Provide direction to staff, as appropriate.

12) DISCUSSION AND CONSIDERATION TO REVIEW AND APPROVE CITY COUNCIL LIAISON ASSIGNMENTS AND AD HOC COMMITTEE ASSIGNMENTS

Recommend that the City Council review and approve the City Council Liaison and Ad Hoc Committee Assignments and provide direction to staff as applicable.

13) DISCUSSION AND CONSIDERATION REGARDING CONTINUATION OF WATER SERVICE SHUTOFFS OR IMPLEMENTATION OF AN ASSESSMENT PROCESS THROUGH THE ANNUAL PROPERTY TAX ROLL FOR NON-PAYMENT OF DELINQUENT ACCOUNTS

Recommend that the City Council discuss and provide direction regarding continuation of water service shutoffs or implementation of an assessment process through the annual property tax roll for non-payment of delinquent accounts.

14) CONSIDERATION TO APPOINT A PARKS, WELLNESS AND RECREATION COMMISSIONER

This item was agendized by Mayor Mary Mendoza.

15) DISCUSSION AND CONSIDERATION REGARDING A REPORT BY CHIEF VALDEZ ON RECENT CASES

This item was agendized by Councilmember Patty Lopez.

16) DISCUSSION AND CONSIDERATION REGARDING BUSINESS GRANTS DISTRIBUTED OVER THE LAST FOUR YEARS

This item was agendized by Councilmember Patty Lopez.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES

ADJOURNMENT

The meeting will adjourn to its next regular meeting on January 21, 2025.

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.

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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, JUNE 3, 2024

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

CALL TO ORDER/ROLL CALL – SPECIAL MEETING **Cancelled – no quorum (CLOSED SESSION)**

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

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

B) CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54957.6 – CONFERENCE WITH LABOR NEGOTIATOR:

City Representative: City Attorney Richard Padilla
Unrepresented Employee: City Manager

CALL TO ORDER/ROLL CALL – REGULAR MEETING **6:00 P.M. (OPEN SESSION)**

Mayor Celeste Rodriguez called the regular meeting to order at 6:08 p.m.

City Attorney Padilla reported that the Closed Session scheduled at 5:15 p.m. would begin at the conclusion of the regular meeting due to a lack of quorum.

Present: Council: Mayor Celeste T. Rodriguez, Vice Mayor Mary Mendoza and Councilmember Joel Fajardo

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 Public Works Wendell Johnson, Director of Recreation and Community Services Julio Salcedo and City Clerk Julia Fritz

Absent: Councilmembers Mary Solorio and Victoria Garcia

TELECONFERENCING REQUESTS/DISCLOSURE

Councilmember Mary Solorio requested to participate remotely using the teleconferencing rules of AB 2449. Motion by Councilmember Fajardo, seconded by Vice Mayor Mendoza to approve Councilmember Solorio's request. The motion carried, with Councilmember Garcia absent.

PLEDGE OF ALLEGIANCE

Led by City Clerk Julia Fritz

APPROVAL OF AGENDA

Motion by Councilmember Fajardo, seconded by Vice Mayor Mendoza to approve the agenda. The motion carried, with Councilmember Garcia absent.

PRESENTATIONS

A. ANNUAL RECOGNITIONS
Pride Month – June 2024

PUBLIC STATEMENTS

Lupita Gonzalez spoke about an assault incident that she believed was a victim of and asked Council for assistance to resolve the matter.

Patty Lopez thanked the City Council for their support with recognition of the youth at the last Council meeting, spoke about the clean-up event at the Cesar Chavez Memorial, and commented about communicating local events to the local schools.

Ricardo Benitez spoke about the positive experience in attending the Police Citizens Academy meetings.

Miguel Montañez spoke in support of the purchase of a backhoe loader for the Public Works department.

Larry Anguino spoke about neighborhood safety concerns and requested the City to investigate property trespassing issues.

It was noted that Councilmember Victoria Garcia arrived in the meeting at 6:40 p.m.

CONSENT CALENDAR

Motion by Councilmember Fajardo, seconded by Vice Mayor Mendoza to approve:

1) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER

2) CONSIDERATION TO ADOPT A RESOLUTION AUTHORIZING THE DIRECTOR OF FINANCE/CITY TREASURER, SENIOR ACCOUNTANT OR DESIGNEE TO INVEST SURPLUS FUNDS

3) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE ANNUAL INVESTMENT POLICY FOR FISCAL YEAR 2024-2025

4) CONSIDERATION TO ADOPT A RESOLUTION SETTING THE FISCAL YEAR 2024-2025 ARTICLE XIIIB APPROPRIATIONS (GANN) LIMIT

5) CONSIDERATION TO APPROVE A MEMORANDUM OF UNDERSTANDING ESTABLISHING A COMPENSATION PLAN FOR SAN FERNANDO POLICE OFFICERS' ASSOCIATION POLICE MANAGEMENT UNIT, ADOPT A RESOLUTION APPROVING THE JOB SPECIFICATION FOR A POLICE COMMANDER, AND ADOPT A RESOLUTION AMENDING THE SALARY PLAN FOR FISCAL YEAR 2023-2024

6) CONSIDERATION TO APPROVE MODIFICATIONS TO PHASE 3, ANNUAL STREET RESURFACING PROJECT, JOB NO. 7621, PLAN NO. P-743

7) CONSIDERATION TO ADOPT A RESOLUTION ACCEPTING SENATE BILL 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017 FUNDS AND APPROVING THE PROJECT LIST FOR FISCAL YEAR 2024-2025

8) CONSIDERATION TO AUTHORIZE SUBMITTAL OF A GRANT APPLICATION TO CALIFORNIA ARTS COUNCIL FOR FUNDING SUPPORT OF THE MARIACHI MASTER APPRENTICE PROGRAM

9) CONSIDERATION TO AUTHORIZE SUBMITTAL OF A GRANT APPLICATION TO THE CALIFORNIA DEPARTMENT OF JUSTICE TOBACCO GRANT PROGRAM TO SUPPORT THE UNDER-AGE TOBACCO PURCHASE PREVENTION PROGRAM

The motion carried, unanimously.

PUBLIC HEARINGS

10) A PUBLIC HEARING TO CONSIDER ADOPTING A RESOLUTION APPROVING THE FISCAL YEAR 2024-2025 ANNUAL BUDGET ***(THIS ITEM IS BEING CONTINUED TO A DATE UNCERTAIN)***

11) A PUBLIC HEARING TO CONSIDER ADOPTING AN ORDINANCE APPROVING AN AMENDMENT TO THE SAN FERNANDO MUNICIPAL CODE, ADDING ARTICLE VII OF CHAPTER 74 TO PROHIBIT ENCAMPMENTS AND STORAGE OF PERSONAL PROPERTY IN PUBLIC PLACES WITHIN THE CITY LIMITS OF SAN FERNANDO ***(THIS ITEM IS BEING CONTINUED TO A DATE UNCERTAIN)***

12) A PUBLIC HEARING TO CONSIDER ADOPTION OF RESOLUTIONS TO CONTINUE MAINTENANCE OF THE CITY'S STREETLIGHTS, CONFIRMING THE ANNUAL ASSESSMENT, AND APPROVING THE FINAL ENGINEER'S REPORT FOR FISCAL YEAR 2024-2025 LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT

Mayor Rodriguez opened the public hearing.

Motion by Mayor Rodriguez, seconded by Vice mayor Mendoza to receive and file the affidavit. The motion carried unanimously.

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

Mayor Rodriguez called for public comment. There being none, closed the public comment portion of the hearing and closed the public hearing.

Motion by Councilmember Garcia, seconded by Councilmember Fajardo to adopt Resolution No. 8312 ordering the continued maintenance of the City's streetlights and confirming the annual assessment; and adopt Resolution No. 8313 approving the Final Engineer's Report for the Fiscal Year 2024-2025 Landscaping and Lighting Assessment District. The motion carried, unanimously.

ADMINISTRATIVE REPORTS

13) DISCUSSION AND CONSIDERATION REGARDING UPDATES ON AMERICAN RESCUE PLAN ACT FUNDING

Director of Finance Melton presented the staff report and responded to Councilmember questions.

Motion by Councilmember Solorio, seconded by Mayor Rodriguez to direct staff to reallocate $400,000 from the First Time Homebuyer Support & Rehabilitation Loan Revolving Fund towards the Sidewalk Repairs Fund resulting in a total of $1,071,839 for sidewalk repairs and leaving $100,000 remaining in the account for the First Time Homebuyer Support program, provided that the underwriting application guidelines come back to City Council for approval. The motion carried, unanimously.

It was noted that the City Council recessed the meeting at 8:35 p.m. and reconvened at 8:50 p.m. with all Councilmembers present.

14) FISCAL YEAR 2024-2025 BUDGET STUDY SESSION NO. 4

Staff presented the proposed budget and responses to items discussed during the May 28th Budget Study Session (Attachment "A")

Councilmembers discussed the proposed budget, enhancement requests, and suggested recommendations to staff to include in Budget Study Session No. 5 at the July 1, 2024 City Council meeting.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

Director of Finance Melton thanked the City Council for their work regarding the budget.

City Clerk Fritz had no updates to report.

Director of Recreation and Community Services Salcedo provided updates regarding summer activities and programming.

Director of Community Development Ramirez mentioned two events; the Home Education Resource Fair on June 15 and the Family Resource Fair on June 29, 2024.

Director of Public Works Johnson mentioned that a public notice will be provided to affected areas in the community regarding sewer maintenance.

Deputy City Manager/Economic Development Kith mentioned that Papa Juan's Baja Grill will be having a grand opening and ribbon cutting event on June 20, 2024.

Police Chief Valdez

City Manager Kimball thanked staff for their work regarding six weeks of back to back city council meetings preparation.

GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES

Councilmember Fajardo had no updates to report.

Councilmember Solorio ask if Papa Juan's Baja Grill would be willing to change the grand opening date as it coincides with a majority of the Councilmembers being out of town to attend the NALEO conference. Deputy City Manager/Economic Development Kith stated she would reach out to the business to discuss alternative dates, if available.

Councilmember Garcia thanked staff for their work and colleagues for their collaboration and professionalism during tonight's meeting.

Vice Mayor Mendoza mentioned she was nominated as the Chair of the San Fernando Valley Council of Governments, effective July 1 and thanked staff for their work.

Mayor Rodriguez mentioned efforts noted with the Officer Appreciation event, Odd Fellows Scholarship awards dinner; commented on graduations at Cesar E. Chavez Learning Academy and ArTES Magnet School; attended the Williams Syndrome Awareness Walk event, the City's Pride Flag raising ceremony and the Mission City Baseball trophy day event.

Mayor Rodriguez closed the meeting in recognition of the high school graduates.

ADJOURNMENT (10:31 p.m.)

Mayor Rodriguez adjourned the meeting to the regular meeting of July 1, 2024.

I do hereby certify that the foregoing is a true and correct copy of the minutes of the June 3, 2024, Regular meeting and approved by the San Fernando City Council at the meeting of January 6, 2025.

_____
Julia Fritz, CMC
City Clerk

ATTACHMENT "A"

ATTACHMENT "C"
2024-2025 Budget Study Sessions - City Council Meeting Recap

DEPT	FOLLOW-UP	RESPONSE
IT	**1. Cybersecurity Training for City Council**	City Council along with All Staff will be issued an annual KnowB4 Training by December 2024 in conjunction with IT Policy Updates.
HR	**2. Current Employee Vacancy Rate for City vs Best Practice**	The City's current vacancy rate for full time positions is currently 4.2% (5 FT Vacancies/119 FT Positions) compared to the industry standard of 3.5% per the US Bureau of Labor Statistics.
FIN	**3. Professional Development Investment (Total & By Department)**	See Exhibit 1
CDD	**4. Agendize Commercial Code Enforcement Policy & Educational Post Card for Future City Council Meeting**	This item has been included in the Agenda Forecast for City Council review by September 2024.
RCS	**5. Status of FY2023/24 Park Gap Fund, including update on slide installation at Rec Park**	See Exhibit 1
RCS	**6. Information on why 5K and Dia De La Muertos were originally combined and costs/dates for separating events;**	See Exhibit 1
RCS	**7. Survey if Afterschool Program duplicate from existing LAUSD programs and interest.**	Staff contacted LAUSD and although there are activities through their Beyond the Bell afterschool program, the programs are different and would complement each other.
PD	**8. Information on allowable uses of Opioid Settlement Funding, including youth programming**	See Exhibit 1
PD	**9. Status of Substance Abuse and Mental Health Services Administration (SAMHSA) Grant implementation**	Staff has been in communications with the granting agency for purchasing guidelines and will be returning to City Council in July with professional service agreement awards associated with grant implementation.
PW	**10. Update on Signage and outreach plan for the Cindy Montañez Natural Park**	Public Works to include updates during May 28th Budget Study Session Presentation
PW	**11. Discussion of process on fixing facilities for parks, including signage, restrooms, graffiti removal and sidewalk dip at Las Palmas Park.**	Public Works to include updates during May 28th Budget Study Session Presentation
PW	**12. Drainage/flooding. What are the known areas of flooding in the City? What can we do to address those areas? Please be sure to get exact locations from PW staff.**	See attached list (Exhibit 2) of Flood Watch Locations Trouble of "Hot Spots" and Rain Storm Watch Procedures (Exhibit 3).

ATTACHMENT "C"
2024-2025 Budget Study Sessions - City Council Meeting Recap

PW	**13. How many trees have we received/purchased through Republic Services?**	The current agreement with Republic Services states that in celebration of Earth Day (or on Arbor Day depending on the City's preference) Republic will donate 100 Oak trees grown at Sunshine Canyon Landfill to the City. This donation obligation, however, has only been met historically on an as-requested basis. To-date, staff requested ~60 trees which were fulfilled though with trees not meeting the City's specificity. In FY2022-2023, Staff requested if Republic Services would instead amend the contractual terms to provide funding to the City towards the tree purchase of trees to satisfy the agreement. While verbally authorized, transition in the Republic's staffing stalled the formalization of this agreement, which is yet pending.
PW	**14. How many vacant tree wells do we have? How many trees need to be purchased to fill those tree wells?**	A total of 61 trees are need to fill all the vacant tree wells. There are 31 vacant tree wells on Maclay, 10 vacant tree well surrounding Rydell Car Dealership Area (Truman/Kittridge/Wolfskill intersections) and approximately 20 scattered around the downtown area.
PW	**15. Do we still have a list of residents that have requested trees in their parkway?**	There are 10 open work order for tree planting request by residents.
PW	**16. Stump Removal. Do we have a current inventory of stumps? Please provide a plan and timeline for removing those tree stumps.**	The Department maintains an inventory of stumps, dead and stressed Trees. Approximately 200 stumps are in this inventory. The Department has rented a stump grinder on a few occasions and has been successful in removing 10 to 15 stumps during each rental. As a possible stump removal plan for the remaining 200 stumps, the department, over the course of the next fiscal year would rent the stump grinder approximately 20 times at a cost of approximately $8,000 and remove 10 to 15 stumps per rental. Sufficient funds are included within existing operational budget for this effort.
PW	**17. PW needs to prepare graffiti discussion as a stand-alone agenda item to discuss standard operating procedures. What is the timeline for taking that to City Council?**	The Department will return to Council by October 2024 with a stand-alone informational staff report on graffiti and graffiti removal.

ATTACHMENT "C"
2024-2025 Budget Study Sessions - City Council Meeting Recap

PW	**18. What is the plan to fix potholes? Councilmember Fajardo requested this information before the budget is voted on.**	Potholes are a seasonal issue usually during the rainy season. Trouble areas include Second Street, Truman @ Workman and parts of Hubbard Ave. If additional FT staff request is approved, the Department will have the resources to address this need.
PW	**19. Provide the process/timeline for purchasing the Las Palmas HVAC system. Again, this will need to go back to City Council to award the contract to purchase the equipment and labor. Please provide a date that this will go to City Council for review/approval.**	We will be proposing to use a SourceWell cooperative purchasing agreement and will return back to Council by August for review and approval of the agreement.
PW	**20. Provide a timeline for going back to City Council with the Precision Concrete analysis and the proposed plan for sidewalks.**	The City is in the process of issuing a purchase order for the inspection and estimate for Tree Grid "G" as a pilot program. Staff is in communication with Precision Concrete as to when the inspection of the 20 miles of sidewalk will start the inspection and report is expected to take 10 days to complete once the work gets started. Staff anticipates services will be schedule to complete in July with the aim to return to return to City Council by September to discuss expanding the program Citywide, if successful.
PW	**21. Signage: How many of the priority/condition 1's and 2's can be replaced with $50,000?**	After further evaluation of the priority signage condition report, this report only identifies Street Sweeping Signs. Of which, alternative Special Funds (e.g. Measure W) can be used. The Department, in turn, would opt to use a different strategy initially replacing (1) Wayfinding Signs followed by (2) Warning and Regulatory Signage. The Wayfinding Signs cost approximately $250 each. Staff would need to conduct a secondary inventory to identify all signage but estimates approximately 50 signs for replacement at a total of $12,500. Warning and Regulatory Signs (i.e. stop signs, cross walk signs, do not enter and speed limit, etc.) are approximately $100 each. Staff proposes using the remaining $37,500 to replace about 375 signs.

ATTACHMENT "C"
2024-2025 Budget Study Sessions - City Council Meeting Recap

		A number of the City's overhead mast arm signs will be replaced through the HSIP Traffic Signal Improvement Capital Project, which was awarded on February 20, 2024 and is scheduled for completion in November 2024.
PW	**22. Bike Path Safety. City Council directed staff to use LLAD funds last year to upgrade the lighting on the bike path. What is the status?**	Funding has been carried over from the prior fiscal year. The Department is developing a strategy for replacing the lighting while enhancing security because the area is prone to vandalism and theft.
PW	**23. Have we ever contracted with a company to manage graffiti abatement? Pros and cons based on that experience?**	The City used a company named Graffiti Busters previously (before the Great Recession). The City's experience with outsourcing this service is outlined below: Pros: 1. Expertise: Contractors specialized in graffiti removal have the knowledge, experience, and proper equipment to effectively remove graffiti without damaging the underlying surface. 2. Time-saving: Hiring a contractor can save you time and effort, as they can quickly address the graffiti issue and restore the affected area. 3. Cost-effective: While there is a cost associated with hiring a contractor, it can be more cost-effective than attempting to remove graffiti on your own, especially if you consider potential damage that could occur. Cons: 1. Cost: Hiring a contractor for graffiti abatement can be expensive, especially for recurring graffiti incidents. 2. Availability: Depending on the contractor's schedule, there may be a waiting period before they can address the graffiti, which can be frustrating if you need it removed quickly. 3. Quality of work: Not all contractors may provide the same level of quality in graffiti removal, so it's important to do your research and choose a reputable contractor.

ATTACHMENT "C"
2024-2025 Budget Study Sessions - City Council Meeting Recap

FIN	**24. City's Healthcare Liability: How much does the City save for every $1 invested through Section 115 Trust? How much time would it take to pay down City's liability with continued Section 115 Trust investment?**	Staff has coordinated with the City's Section 115 vendor for this analysis (See Exhibit 4). To summarize, while the value of the $1 is based on market rates. If the City were not to make any contributions to the Section 115, it could take up to 73 years to reduce the current balance at a low-end market growth rate of 5%. Alternatively, if the City were to continue to contribute $500,000 per year for the Section 115, the time could be reduced to a maximum of 30 years at the same market rate.

c. Professional Development Investment

DEPARTMENT	FTE	PROF. DEV BASE BUDGET	PROF DEV ENHANCE-MENT REQUESTS	TUITION ENHANCE-MENT REQUESTS	TOTAL W/ ENHANCE-MENT REQUESTS	AVERAGE AMOUNT PER EMPLOYEE
City Council	5.00	28,500	-	-	28,500	5,700
City Manager's Office	4.00	22,020	-	-	22,020	5,505
City Clerk	2.00	8,100	-	-	8,100	4,050
Administrative Services	11.00	18,150	5,000	4,500	27,650	2,514
Comm. Development	8.00	23,238	-	-	23,238	2,905
Police	51.00	54,775	20,000	32,000	106,775	2,094
Public Works	33.00	38,377	-	-	38,377	1,163
Rec. & Comm. Services	10.00	6,220	4,000	-	10,220	1,022
TOTALS:	**124.00**	**$199,380**	**$29,000**	**$36,500**	**$264,880**	**$2,136**

e. Status of 2023-2024 Park Gap Funding:

DESCRIPTION	BUDGET	SPENT	BALANCE	NOTES
Repair Rec Park Slide	13,850	0	13,850	*Staff was able to safely remove the damaged slide and reconfigure the play apparatus. There are two existing slides on the play apparatus (see attached photos).* *Staff recommends that the savings from reconfiguring the play apparatus instead of replacing it be used for playground bridge repair. Public works and Recreation staff currently working on finalizing specifications and cost estimates.*
Replace Basketball Rim	7,510	0	7,510	*Estimates pending.*
Las Palmas Park Elevator	2,000	0	2,000	*Staff looking to completely replace the elevator and other potential alternatives in lieu of the elevator, such as a ramp. Parts are no longer for sale for the existing elevator, therefore the recommendation of complete replacement. Recreation staff are working in conjunction with Public Works in getting quotes on the complete replacement.*
Traffic Control for SF Valley Mile	20,000	469	19,531	*Staff was able to secure sufficient sponsorship funds to cover most event costs.*
Increase MMAP Match	8,000	0	8,000	*The City applied for $20,000 through the California's Art Council and was only awarded $18,000. Therefore, the $2,000 in gap funding will cover apparel, office supplies and educational materials for the program.*
Totals:	**$51,360**	**$469**	**$50,891**	

EXHIBIT "1"
2024-2025 Budget Study Sessions – City Council Meetings Recap

Photos of Play Apparatus (*As of May 23, 2024*)**:**

Area where play apparatus was reconfigured





EXHIBIT "1"
2024-2025 Budget Study Sessions – City Council Meetings Recap

Photos of Play Apparatus – Bridge (*As of May 23, 2024*)**:**



EXHIBIT "1"
2024-2025 Budget Study Sessions – City Council Meetings Recap



f. Information on why San Fernando Valley Mile (SFVM) and Day of the Dead (DOD) were originally combined and costs/dates for separating events:

- History of Events and Rationale for Combining: The 5K Race and Family Relay typically took place in September but due to warmer weather, they continued to be postponed annually, eventually coinciding with the Day of the Dead (DOD) Event. During a transition period between Directors in 2016-2017, the staff proposed merging both events to infuse a thematic element into the 5K race, boost participation, and streamline event planning.

  Since both the 5K and DOD events were previously held at Rec Park, combining them proved more efficient given the venue's suitability for hosting both simultaneously. In 2021, only the DOD event was held due to the gradual reintroduction of programming post-pandemic and staff restructuring.

  In 2022, post-pandemic, Dr. Loy suggested transforming the race from a 5K to a 1-mile run, akin to New York's "Miracle Mile," and relocating it from Rec Park to Maclay for logistical advantages, providing a direct route from the City arch to the civic center. The proposal was preferable in the first year due to Rec Park's closure for the capital infiltration project.

  The SFV Mile event was greenlit due to the partnership with CSUN and their ability to secure a title sponsor ($40,000 – Anthem). Since Dr. Loy's retirement, the CSUN staff overseeing SFVM, the university opted not to fill his position, resulting in the loss of 3Wins' faculty advisor. Consequently, in December 2023, the program was absorbed, albeit operating at reduced capacity, limited to SF exclusively.

While the DOD event in the Maclay parking lot has been managed effectively by staff, it's worth mentioning that using County lots incurs fees, unlike the free park setting, which better suits the style of the cultural festival. Staff can provide further details upon request.

- Proposed Event Dates: If events were separated, the San Fernando Valley Mile Run would take place on Saturday, October 26th and the Day of the Dead event on Saturday, November 2nd.

- Proposed Event Costs: Nominal savings would be achieved if the events are separated.
    - Day of the Dead & SFVM Events Together: Total Cost = $57,572 (DOD = $17,153 & SFVM = $40,418)

    - Separate Events: $56,390 (DOD = $14,400 & SFVM = $42,250). When separated, pre-staging the day prior is not required and in turn, a light tower rental is unneeded. Also, there is less spending required for supplies for Day of the Dead Event. The event can also be relocated to Recreation Park, which would relieve rental costs for the current parking lot where the event has been held to be in closer proximity to the SFVM.

h. Information on allowable uses of Opioid Settlement Funding Including Youth Programming:

On December 6, 2021, City Council adopted a resolution authorizing the execution of settlement agreements with certain manufacturers, distributors, and retailers of opioid pharmaceuticals. Original estimates for total settlements amounts to be distributed to subdivisions was approximately $2.19B of which the City was projected receive approximately $230,000 in under these settlement agreements over a seven year period.

Settlements between California State Subdivisions have been reached with Distributors, J&J, Teva, Allergan, CVS, Walgreens, and Walmart. The City has received payments totaling $35,973.45 to-date.

The Proposed Budget for Fiscal Year 2024-2025 includes a recommendation of $11,937 to be used for a drug take back/disposal program to purchase a narcotics incinerator. The purchase of the incinerator will result in cost savings because currently, when narcotics are destroyed, a caravan requiring multiple officers to escort the seized property to the City of Long Beach is required. However, the City of Long Beach's incinerator has since closed which has caused the City and other Los Angeles County agencies to no longer have a viable alternative to destroy seized narcotics.

Settlement funds are intended to be used for future remediation of the opioid crisis, and efforts should be focused on community-based public health approaches to prevention, treatment, recovery, and/or harm reduction. More details regarding allowable uses are outlined in the

attached California Department of Health Care Services Law Enforcement Expenses with Opioid Settlement Funds Fact Sheet (April 2024).

Trouble or "Hot Spots"

On a weekly basis (Thursdays) the City of San Fernando Street Division performs preventative maintenance of "hot spots." Maintenance of these 2,270 feet of sewer is conducted by using a 2500 psi high pressure sewer jet cleaning machine. The increased attention prevents the occurrence of blockages and overflows. Below is a list of the nine locations where preventative maintenance is conducted.

LOCATION				
From			To	
MH #	Street		MH#	Street
1301	First Street		1302	First Street
1301	First Street		1302	First Street
1501	First Street		1530	First Street
1000	S. Brand Blvd		1030	Alley off of S Brand
1000	Coronel		1030	Coronel
1000	Hollister		1030	Hollister
1000	O'Melveny		1030	O'Melveny
805	Chatsworth		813	Chatsworth
805	Chatsworth			SF Elementary

EXHIBIT "3"

City of San Fernando - Public Works Department
Rain Storm Watch Procedures
(After Hours - Standby)

When assigned Rain Storm Watch Standby duties, respond to callouts from the PD and others. Address the reported issue, then for the remaining 2-hour O.T. minimum callout, performa a patrol of storm drains and know trouble spots (Flood Watch Locations) listed below:

Flood Watch Locations:

1. **Maclay Avenue**, Truman to Eighth Street (trouble spots: surface drains 5th and Maclay east side, 3rd and Maclay west side, 4th and Maclay west side.)
   Monitor for water rising over curbs; monitor Fourth Street west of Maclay Ave.
2. **Brand Blvd** at San Fernando Rd, NW corner
   Watch for flooding, especially into restaurants or photography shops
3. **Newton Street** at Eighth Street (divert water with sand bags on the north side of 8th east side of Newton at top of hill driveway approach into wash.)
   Storm drain at end of Newton Street – cul-de-sac may overflow in heavy rains
4. **Workman Street**, south of Truman
   Beginning at Celis Street and all E/W streets south of Celis – locations in the 1400 blocks (sections west of Workman Street) are prone to flooding
5. **837 Griswold** (residence) only during heavy storm.
6. **561 and 563 San Fernando Mission** (business locations).
7. **Inspect storm drain access lids** on Glenoaks, Hager east to Pacoima Wash, east bound traffic lane. Lids may blow off due to water & air pressure, becoming a traffic hazard.
8. **Park Avenue** between First and Fourth Streets – inspect storm drains and surface drains.

Response:

1. Monitor and clear storm drains and surface of obstructions, as needed.
2. Use sandbags to divert flood water
3. Use sump pumps
4. Call for additional assistance, if needed

Watch Duties:

1. Patrol flood watch locations.

EXHIBIT "4"

SHUSTER ADVISORY GROUP

115 Trust Projections
City of San Fernando

Portfolio (as of 6/3/2024)	$ 1,096,289

Current Allocation	50% Equity / 50% Fixed Income

Portfolio Projections	10 Years	20 Years	30 Years	Years to Defeasance
No Contributions, 5% Growth	$ 1,785,739	$ 2,908,781	$ 4,738,098	73 (2097)
No Contributions, 6% Growth	$ 1,963,287	$ 3,515,947	$ 6,296,526	61 (2085)
No Contributions, 7% Growth	$ 2,156,566	$ 4,242,293	$ 8,345,231	52 (2076)
$500K Annual Contribution, 5% Growth	$ 8,074,686	$ 19,441,758	$ 37,957,522	30 (2054)
$500K Annual Contribution, 6% Growth	$ 8,553,684	$ 21,908,743	$ 45,825,619	27 (2051)
$500K Annual Contribution, 7% Growth	$ 9,064,790	$ 24,740,039	$ 55,575,625	25 (2049)

	No Contributions			$500K Annual Contributions		
Year	5% Growth	6% Growth	7% Growth	5% Growth	6% Growth	7% Growth
1	$ 1,151,103	$ 1,162,066	$ 1,173,029	$ 1,651,103	$ 1,662,066	$ 1,673,029
2	$ 1,208,659	$ 1,231,790	$ 1,255,141	$ 2,233,659	$ 2,261,790	$ 2,290,141
3	$ 1,269,092	$ 1,305,698	$ 1,343,001	$ 2,845,342	$ 2,897,498	$ 2,950,451
4	$ 1,332,546	$ 1,384,040	$ 1,437,011	$ 3,487,609	$ 3,571,348	$ 3,656,983
5	$ 1,399,173	$ 1,467,082	$ 1,537,602	$ 4,161,989	$ 4,285,628	$ 4,412,972
6	$ 1,469,132	$ 1,555,107	$ 1,645,234	$ 4,870,089	$ 5,042,766	$ 5,221,880
7	$ 1,542,589	$ 1,648,413	$ 1,760,401	$ 5,613,593	$ 5,845,332	$ 6,087,411
8	$ 1,619,718	$ 1,747,318	$ 1,883,629	$ 6,394,273	$ 6,696,052	$ 7,013,530
9	$ 1,700,704	$ 1,852,157	$ 2,015,483	$ 7,213,986	$ 7,597,815	$ 8,004,477
10	$ 1,785,739	$ 1,963,287	$ 2,156,566	$ 8,074,686	$ 8,553,684	$ 9,064,790
11	$ 1,875,026	$ 2,081,084	$ 2,307,526	$ 8,978,420	$ 9,566,905	$ 10,199,326
12	$ 1,968,778	$ 2,205,949	$ 2,469,053	$ 9,927,341	$ 10,640,919	$ 11,413,279
13	$ 2,067,216	$ 2,338,306	$ 2,641,887	$ 10,923,708	$ 11,779,375	$ 12,712,208
14	$ 2,170,577	$ 2,478,604	$ 2,826,819	$ 11,969,893	$ 12,986,137	$ 14,102,063
15	$ 2,279,106	$ 2,627,320	$ 3,024,696	$ 13,068,388	$ 14,265,305	$ 15,589,207
16	$ 2,393,061	$ 2,784,960	$ 3,236,425	$ 14,221,807	$ 15,621,224	$ 17,180,451
17	$ 2,512,714	$ 2,952,057	$ 3,462,974	$ 15,432,898	$ 17,058,497	$ 18,883,083
18	$ 2,638,350	$ 3,129,181	$ 3,705,383	$ 16,704,543	$ 18,582,007	$ 20,704,899
19	$ 2,770,268	$ 3,316,931	$ 3,964,759	$ 18,039,770	$ 20,196,927	$ 22,654,242
20	$ 2,908,781	$ 3,515,947	$ 4,242,293	$ 19,441,758	$ 21,908,743	$ 24,740,039
21	$ 3,054,220	$ 3,726,904	$ 4,539,253	$ 20,913,846	$ 23,723,268	$ 26,971,841
22	$ 3,206,931	$ 3,950,518	$ 4,857,001	$ 22,459,538	$ 25,646,664	$ 29,359,870
23	$ 3,367,278	$ 4,187,550	$ 5,196,991	$ 24,082,515	$ 27,685,463	$ 31,915,061
24	$ 3,535,642	$ 4,438,803	$ 5,560,780	$ 25,786,641	$ 29,846,591	$ 34,649,115
25	$ 3,712,424	$ 4,705,131	$ 5,950,035	$ 27,575,973	$ 32,137,387	$ 37,574,554
26	$ 3,898,045	$ 4,987,438	$ 6,366,537	$ 29,454,772	$ 34,565,630	$ 40,704,772
27	$ 4,092,947	$ 5,286,685	$ 6,812,195	$ 31,427,510	$ 37,139,568	$ 44,054,106
28	$ 4,297,594	$ 5,603,886	$ 7,289,048	$ 33,498,886	$ 39,867,942	$ 47,637,894
29	$ 4,512,474	$ 5,940,119	$ 7,799,282	$ 35,673,830	$ 42,760,018	$ 51,472,546
30	$ 4,738,098	$ 6,296,526	$ 8,345,231	$ 37,957,522	$ 45,825,619	$ 55,575,625
31	$ 4,975,003	$ 6,674,318	$ 8,929,398	$ 40,355,398	$ 49,075,156	$ 59,965,918
32	$ 5,223,753	$ 7,074,777	$ 9,554,456	$ 42,873,168	$ 52,519,666	$ 64,663,533
33	$ 5,484,941	$ 7,499,263	$ 10,223,267	$ 45,516,826	$ 56,170,846	$ 69,689,980
34	$ 5,759,188	$ 7,949,219	$ 10,938,896	$ 48,292,667	$ 60,041,097	$ 75,068,279
35	$ 6,047,147	$ 8,426,172	$ 11,704,619	$ 51,207,301	$ 64,143,562	$ 80,823,058
36	$ 6,349,504	$ 8,931,743	$ 12,523,942	$ 54,267,666	$ 68,492,176	$ 86,980,672
37	$ 6,666,980	$ 9,467,647	$ 13,400,618	$ 57,481,049	$ 73,101,707	$ 93,569,319
38	$ 7,000,329	$ 10,035,706	$ 14,338,661	$ 60,855,101	$ 77,987,809	$ 100,619,171
39	$ 7,350,345	$ 10,637,849	$ 15,342,368	$ 64,397,856	$ 83,167,078	$ 108,162,513
40	$ 7,717,862	$ 11,276,119	$ 16,416,333	$ 68,117,749	$ 88,657,102	$ 116,233,889

SHUSTER ADVISORY GROUP

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City of San Fernando

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$500K Annual Contribution, 7% Growth	$ 9,064,790	$ 24,740,039	$ 55,575,625	25 (2049)

	No Contributions			$500K Annual Contributions		
Year	5% Growth	6% Growth	7% Growth	5% Growth	6% Growth	7% Growth
41	$ 8,103,755	$ 11,952,687	$ 17,565,477	$ 72,023,637	$ 94,476,528	$ 124,870,262
42	$ 8,508,943	$ 12,669,848	$ 18,795,060	$ 76,124,819	$ 100,645,120	$ 134,111,180
43	$ 8,934,390	$ 13,430,039	$ 20,110,714	$ 80,431,060	$ 107,183,827	$ 143,998,963
44	$ 9,381,110	$ 14,235,841	$ 21,518,464	$ 84,952,613	$ 114,114,857	$ 154,578,890
45	$ 9,850,165	$ 15,089,991	$ 23,024,757	$ 89,700,243	$ 121,461,748	$ 165,899,412
46	$ 10,342,673	$ 15,995,391	$ 24,636,490	$ 94,685,255	$ 129,249,453	$ 178,012,371
47	$ 10,859,807	$ 16,955,114	$ 26,361,044	$ 99,919,518	$ 137,504,420	$ 190,973,237
48	$ 11,402,797	$ 17,972,421	$ 28,206,317	$ 105,415,494	$ 146,254,686	$ 204,841,364
49	$ 11,972,937	$ 19,050,767	$ 30,180,759	$ 111,186,269	$ 155,529,967	$ 219,680,259
50	$ 12,571,584	$ 20,193,813	$ 32,293,413	$ 117,245,582	$ 165,361,765	$ 235,557,877
51	$ 13,200,163	$ 21,405,441	$ 34,553,951	$ 123,607,861	$ 175,783,471	$ 252,546,929
52	$ 13,860,172	$ 22,689,768	$ 36,972,728	$ 130,288,254	$ 186,830,479	$ 270,725,214
53	$ 14,553,180	$ 24,051,154	$ 39,560,819	$ 137,302,667	$ 198,540,308	$ 290,175,979
54	$ 15,280,839	$ 25,494,223	$ 42,330,076	$ 144,667,800	$ 210,952,726	$ 310,988,297
55	$ 16,044,881	$ 27,023,876	$ 45,293,182	$ 152,401,190	$ 224,109,890	$ 333,257,478
56	$ 16,847,125	$ 28,645,309	$ 48,463,704	$ 160,521,250	$ 238,056,483	$ 357,085,501
57	$ 17,689,482	$ 30,364,028	$ 51,856,164	$ 169,047,312	$ 252,839,872	$ 382,581,487
58	$ 18,573,956	$ 32,185,869	$ 55,486,095	$ 177,999,678	$ 268,510,264	$ 409,862,191
59	$ 19,502,653	$ 34,117,021	$ 59,370,122	$ 187,399,662	$ 285,120,880	$ 439,052,544
60	$ 20,477,786	$ 36,164,043	$ 63,526,030	$ 197,269,645	$ 302,728,133	$ 470,286,222
61	$ 21,501,675	$ 38,333,885	$ 67,972,852	$ 207,633,127	$ 321,391,821	$ 503,706,258
62	$ 22,576,759	$ 40,633,918	$ 72,730,952	$ 218,514,784	$ 341,175,330	$ 539,465,696
63	$ 23,705,597	$ 43,071,953	$ 77,822,119	$ 229,940,523	$ 362,145,850	$ 577,728,294
64	$ 24,890,877	$ 45,656,271	$ 83,269,667	$ 241,937,549	$ 384,374,601	$ 618,669,275
65	$ 26,135,421	$ 48,395,647	$ 89,098,544	$ 254,534,426	$ 407,937,077	$ 662,476,124
66	$ 27,442,192	$ 51,299,386	$ 95,335,442	$ 267,761,148	$ 432,913,302	$ 709,349,453
67	$ 28,814,301	$ 54,377,349	$ 102,008,923	$ 281,649,205	$ 459,388,100	$ 759,503,914
68	$ 30,255,016	$ 57,639,990	$ 109,149,547	$ 296,231,665	$ 487,451,386	$ 813,169,188
69	$ 31,767,767	$ 61,098,389	$ 116,790,016	$ 311,543,249	$ 517,198,469	$ 870,591,032
70	$ 33,356,156	$ 64,764,292	$ 124,965,317	$ 327,620,411	$ 548,730,377	$ 932,032,404
71	$ 35,023,963	$ 68,650,150	$ 133,712,889	$ 344,501,432	$ 582,154,200	$ 997,774,672
72	$ 36,775,162	$ 72,769,159	$ 143,072,791	$ 362,226,503	$ 617,583,452	$ 1,068,118,899
73	$ 38,613,920	$ 77,135,309	$ 153,087,887	$ 380,837,828	$ 655,138,459	$ 1,143,387,222
74	$ 40,544,616	$ 81,763,427	$ 163,804,039	$ 400,379,720	$ 694,946,767	$ 1,223,924,328
75	$ 42,571,846	$ 86,669,233	$ 175,270,321	$ 420,898,706	$ 737,143,573	$ 1,310,099,031

*The projections above are provided upon the clients request, are hypothetical and not guaranteed. Actual portfolio performance will vary and may be higher or lower than the 5%, 6%, and 7% annual growth shown thus affecting values accordingly. The values assume no change in the portfolio allocation over time. Future projections will be provided to client upon clients request. Historical market performance is not a guarantee of future performance. The projections above are not to be construed as investment advice.

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CITY OF SAN FERNANDO
CITY COUNCIL

MINUTES
SPECIAL MEETING – 5:00 P.M.
REGULAR MEETING – 6:00 P.M.
MONDAY, JULY 1, 2024

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

CALL TO ORDER/ROLL CALL – SPECIAL MEETING **5:00 P.M. (CLOSED SESSION)**

Mayor Celeste T. Rodriguez called the Special Meeting to order at 5:02 p.m.

Present:

Council: Mayor Celeste T. Rodriguez, Vice Mayor Mary Mendoza, and Councilmember Joel Fajardo

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

Absent: Councilmembers Mary Solorio and Victoria Garcia

APPROVAL OF AGENDA

Motion by Councilmember Fajardo, seconded by Vice Mayor Mendoza to approve the agenda. The motion carried, with Councilmembers Solorio and Garcia absent.

PUBLIC STATEMENTS None

RECESS TO CLOSED SESSION (5:03 P.M.)

By consensus, Councilmembers recessed to Closed Session.

Councilmember Garcia arrived directly into Closed Session at 5:13 p.m.

A) CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54956.8 – CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Subject Property: City owned parcels at Assessor Identification Numbers (APN): 2521-031-901, 902, and 903

Party Negotiation with: Aaron Aszkenazy, Aszkenazy Development and Rudy J. Ortega, Jr., Fernandeño Tataviam Band of Mission Indians
City Representative: Nick Kimball, City Manager and Kanika Kith, Deputy City Manager/Economic Development

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

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

C) CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54957.6 – CONFERENCE WITH LABOR NEGOTIATOR:

City Representative: City Attorney Richard Padilla
Unrepresented Employee: City Manager

D) CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54956.9(D)(4) – INITIATION OF LITIGATION:

One (1) Matter

RECONVENE FROM SPECIAL MEETING AND REPORT OUT FROM CLOSED SESSION

City Attorney Padilla stated there was no reportable action as a result of the Closed Session meeting held on July 1, 2024.

ADJOURNMENT (6:13 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 6:13 p.m.

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

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

Absent: Councilmember Mary Solorio

TELECONFERENCING REQUESTS/DISCLOSURE

Councilmember Mary Solorio requested to participate remotely using the teleconferencing rules of AB 2449. Motion by Councilmember Fajardo, seconded by Vice Mayor Mendoza to approve Councilmember Solorio's request. The motion carried, unanimously.

PLEDGE OF ALLEGIANCE

Led by City Clerk Julia Fritz

APPROVAL OF AGENDA

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

PRESENTATIONS

A. ANNUAL RECOGNITIONS
Parks and Recreation Month – July 2024

B. Introduction of New Employees

PUBLIC STATEMENTS

The following spoke in support of Agenda Item No. 15:

Marcos Tapia
Javier Sarmiento
Patty Lopez
Eriona Giabocka
Joseph Diaz

Julie Cuellar
Ricardo Benitez
Marcela Rodriguez
Teresa Carlos
David Bolog questioned eligibility requirements regarding the selection of certain homes that were chosen for rehabilitation through the Habitat for Humanity Power Woman Power Tools Home Rehabilitation project.

Councilmember Fajardo left the dais at 7:15 p.m.

CONSENT CALENDAR

Motion by Vice Mayor Mendoza, seconded by Councilmember Solorio to approve:

1) CONSIDERATION TO APPROVE CITY COUNCIL MEETING MINUTES
   a. January 22, 2007 – Special
   b. June 4, 2007 – Special

2) CONSIDERATION TO ADOPT RESOLUTION NOS. 24-062 AND 24-071 APPROVING THE WARRANT REGISTERS OF JUNE 17, 2024, AND JULY 1, 2024, RESPECTIVELY

3) CONSIDERATION TO APPROVE THE FAIR POLITICAL PRACTICES COMMISSION – 2024 CONFLICT OF INTEREST CODE LOCAL AGENCY BIENNIAL NOTICE REQUIREMENT

4) CONSIDERATION TO ADOPT A RESOLUTION CALLING FOR AND GIVING NOTICE OF HOLDING A GENERAL MUNICIPAL ELECTION ON NOVEMBER 5, 2024, REQUEST TO CONSOLIDATE THE ELECTION WITH THE STATEWIDE GENERAL ELECTION, AUTHORIZE THE LOS ANGELES COUNTY ELECTIONS OFFICIAL TO PERFORM ELECTION SERVICES, AND ADOPTING REGULATIONS PERTAINING CANDIDATE STATEMENTS AND RELATED MATERIALS SUBMITTED TO THE ELECTORATE

5) CONSIDERATION TO ADOPT RESOLUTIONS APPROVING THE SALARY PLAN AND TABLE OF ORGANIZATION FOR FISCAL YEAR 2024-2025

6) CONSIDERATION TO APPROVE A SPECIAL SERVICES AGREEMENT WITH LIEBERT CASSIDY WHITMORE FOR FISCAL YEAR 2024-2025

7) CONSIDERATION TO APPROVE A MEMORANDUM OF UNDERSTANDING WITH THE LOS ANGELES REGIONAL FOOD BANK FOR A 2024 SUMMER FOOD SERVICE PROGRAM, AND APPROVE THE USE OF THE CITY SEAL

8) CONSIDERATION TO APPROVE A NON-EXCLUSIVE LICENSE AGREEMENT WITH SPECIAL OLYMPICS SOUTHERN CALIFORNIA FOR USE OF PARK FACILITIES, AND APPROVE USE OF THE CITY SEAL

9) CONSIDERATION TO AWARD A CONTRACT FOR TO WILLDAN ENGINEERING FOR CONSTRUCTION MANAGEMENT, INSPECTION, LABOR COMPLIANCE AND MATERIALS

TESTING SERVICES FOR THE TRAFFIC SIGNAL MODIFICATIONS – 9 LOCATIONS HIGHWAY SAFETY IMPROVEMENT PROJECT: FEDERAL PROJECT NO. HSIPL-5202(019)

10) CONSIDERATION TO AWARD A PROFESSIONAL SERVICES AGREEMENT TO EUROFINS EATON ANALYTICAL, LLC FOR PUBLIC WATER SYSTEM LABORATORY AND ANALYTICAL SERVICES

11) CONSIDERATION TO APPROVE A CONTRACT SERVICES AGREEMENT WITH BRIGHTLY SOFTWARE INC. FOR CITYWIDE FACILITY CONDITION ASSESSMENT CONSULTING SERVICESCONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER

The motion carried, with Councilmember Fajardo absent.

Councilmember Fajardo returned to the dais at 7:17 p.m.

Item heard out of order

15) DISCUSSION AND CONSIDERATION TO ADOPT A RESOLUTION ON IMMIGRATION REFORM

Vice Mayor Mary Mendoza presented the staff report.

Motion by Vice Mayor Mendoza, seconded by Councilmember Solorio to adopt Resolution No. 8320 affirming the City's support for comprehensive immigration reform. The motion carried, unanimously. The motion carried, unanimously.

PUBLIC HEARINGS

12) A PUBLIC HEARING TO CONSIDER ADOPTING A RESOLUTION APPROVING THE FISCAL YEAR 2024-2025 ANNUAL BUDGET

Mayor Rodriguez opened the Public Hearing.

City Manager Kimball and Director of Finance Melton presented the staff report and responded to Councilmember questions.

Motion by Mayor Rodriguez, seconded by Councilmember Fajardo to adopt Resolution No. 8318 adopting the FY 2024-2025 Budget and; a) Approved to separate the San Fernando Mile/Day of dead for future events; b) use balance of ARPA curb painting funds towards beautification of City (i.e. trees, sidewalks, signs etc.); c) directed staff to bring back to the July 15, 2024 meeting a discussion on reallocating existing Mural funds; and to bring back at a future Council meeting additional information regarding:

a. Discussion of existing solid waste and street sweeping contract services in the next quarter;
b. Informational presentation on OPEB actuarial report and related investments from financial advisor; and

c. Information on the approved budget enhancement project proposed completion date.

The motion carried, unanimously.

Councilmember Solorio left the meeting at 9:12 p.m.

13) A PUBLIC HEARING TO CONSIDER ADOPTING AN ORDINANCE APPROVING AN AMENDMENT TO THE SAN FERNANDO MUNICIPAL CODE, ADDING ARTICLE VII OF CHAPTER 74 TO PROHIBIT ENCAMPMENTS AND STORAGE OF PERSONAL PROPERTY IN PUBLIC PLACES WITHIN THE CITY LIMITS OF SAN FERNANDO

Chief Valdez presented the staff report.

Mayor Rodriguez inquired whether there was any input from Los Angeles Homeless Services Authority (LAHSA), the County homeless services or any other organizations on how agencies can address the encampment issue with homelessness across the region.

Mayor Rodriguez requested that staff return to the City Council with presentations from LAHSA, the County and other applicable organizations on their coordination efforts addressing the June 28, 2024 decision by the United States Supreme Court's decision that cities should have the ability to use a variety of tools to address its challenges, including the ability to criminally enforce where other less punitive efforts have failed.

Chief Valdez stated that City staff will bring back to a future City Council meeting informational presentations from LAHSA, the County and other applicable community organizations.

Motion by Councilmember Fajardo, seconded by Vice Mayor Mendoza to introduce for the first reading, in title only, and waive further reading of Ordinance No. 1726 titled, "An ordinance of the City Council of the City of San Fernando, California, approving an amendment to the San Fernando Municipal Code Chapter 74, adding Article VII, to prohibit unlawful encampments and storing of personal property on public property within the City limits of San Fernando." as amended to add "Section 74-282 – Enforcement Violations of this Article may be prosecuted as misdemeanors under Article II of Chapter 1 or as public nuisances under Article III of Chapter 1. The enforcement procedures of these Articles are in addition to any specific enforcement procedures set forth in this Article. Unless otherwise expressly provided, the remedies and penalties provided by this Chapter are cumulative to each other, and to the remedies and penalties available under any other provision of this Code and any other laws", and directed staff to:

a. Continue to provide resources to unhoused individuals with information on medical facilities, housing agencies, and transportation services;
b. Come back to a future City Council meeting with suggestions to send out letters of agency to either businesses or property owners and on how to give public notice of the new rules to inform and educate the community; and

c. Continue to follow up with community partners/organizations throughout the year to collaborate on the issue.

The motion caried as follows:

ROLL CALL	
AYES:	Garcia, Fajardo, Mendoza - 3
NAYES:	Rodriguez – 1
ABSENT:	Solorio – 1
ABSTAIN:	None

ADMINISTRATIVE REPORTS

14) DISCUSSION AND CONSIDERATION TO ADOPT A RESOLUTION SETTING A PUBLIC HEARING TO ASSESS REAL PROPERTY FOR NON-PAYMENT OF DELINQUENT ACCOUNTS FOR SOLID WASTE COLLECTION SERVICES

Director of Public Works Johnson and representatives from Republic Services presented the staff report and responded to Councilmember questions.

City Council directed staff to come back to the July 15 meeting with a clear collections procedure/process for delinquent accounts and discuss a draft contract amendment to eliminate Republics ability to discontinue service.

16) DISCUSSION ON CAMPAIGN CONTRIBUTION LIMITS

Councilmember Joel Fajardo presented the staff report.

City Council directed staff to bring back to a future meeting an analysis of other cities contribution limits and suggested increasing the City's campaign contribution limits to $750; include information on self-funded candidates; and include effective date of changes, as applicable.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

City Clerk Fritz had no updates to report.

Director of Recreation and Community Services Salcedo spoke about activities and programming.

Director of Public Works Johnson mentioned the playground equipment is being installed at Pioneer Park, noted that most of the solar lights lighting fixtures have been installed at the Pacoima Wash bikeway path; and provided tree trimming, cutting and stump grinding statistics YTD for 2024.

Director of Community Development Ramirez spoke about the ability to apply for solar permits though the City's online permit counter and talked about receiving raw data from Los Angeles Housing Services Authority.

Director of Finance Melton spoke about the adopted Fiscal Year 2024-2025 Budget.

Deputy City Manager/Economic Development Kith mentioned the opening of two new restaurants in the San Fernando Mall.

Police Chief Valdez had no updates to report.

City Manager Kimball had no updates to report.

GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES

Councilmember Fajardo spoke about the home rehabilitation loan funds and inquired on LAUSD's enrollment process.

Councilmember Garcia thanked staff for their work on the budget and spoke about the Habitat to Humanity Pink Project's home rehabilitation eligibility requirements.

Vice Mayor Mendoza spoke about the importance of transparency to the residents, notes she attended the NALEO annual conference and wished everyone a happy fourth of July.

Mayor Rodriguez spoke about the Habitat to Humanity Pink Project and about the recent Family Resource Fair.

ADJOURNMENT (11:17 p.m.)

Mayor Rodriguez adjourned the meeting to the regular meeting of July 15, 2024.

I do hereby certify that the foregoing is a true and correct copy of the minutes of the July 1, 2024, Regular meeting and approved by the San Fernando City Council at the meeting of January 6, 2024.

_____
Julia Fritz, CMC
City Clerk

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CITY OF SAN FERNANDO
CITY COUNCIL

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

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

COUNCILMEMBER MARY SOLORIO
REMOTE TELECONFERENCE LOCATION
1425 HOLLISTER STREET
SAN FERNANDO, CA 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 5:16 p.m.

Present:

Council: Mayor Celeste T. Rodriguez, Vice Mayor Mary Mendoza, and Councilmember Joel Fajardo

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

Absent: Councilmember Victoria Garcia

APPROVAL OF AGENDA

Motion by Councilmember Fajardo, seconded by Vice Mayor Mendoza to approve the agenda. The motion carried, with Councilmembers Solorio and Garcia absent.

PUBLIC STATEMENTS None

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

By consensus, Councilmembers recessed to Closed Session.

Councilmember Solorio joined the meeting remotely at 5:19 p.m.

It was noted that Councilmember Garcia arrived directly into Closed Session at 5:27 p.m.

A) CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54956.8 – CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Subject Property:	City owned parcels at Assessor Identification Numbers (APN): 2521-031-901, 902, and 903
Party Negotiation with:	Aaron Aszkenazy, Aszkenazy Development and Rudy J. Ortega, Jr., Fernandeño Tataviam Band of Mission Indians
City Representative:	Nick Kimball, City Manager and Kanika Kith, Deputy City Manager/Economic Development

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

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

C) CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54957.6 – CONFERENCE WITH LABOR NEGOTIATOR:

City Representative:	City Attorney Richard Padilla
Unrepresented Employee:	City Manager

D) CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54956.9(D)(4) – INITIATION OF LITIGATION:

Two (2) Matters

RECONVENE FROM SPECIAL MEETING AND REPORT OUT FROM CLOSED SESSION

City Attorney Padilla stated there was no reportable action as a result of the Closed Session meeting held on July 15, 2024.

ADJOURNMENT (6:03 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 6:03 p.m.

Present: Council: Mayor Celeste T. Rodriguez, Vice Mayor Mary Mendoza and Councilmembers Joel Fajardo, Mary Solorio (Remote Location) joined at 6:08 p.m. and Victoria Garcia

Staff: City Manager Nick Kimball, City Attorney Richard Padilla, Police Chief Fabian Valdez, Director of Administrative Services Erica Melton, Director of Community Development Erika Ramirez, Director of Public Works Wendell Johnson, Director of Community Services, 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 Vice Mayor Mendoza to approve the agenda. The motion carried, unanimously.

PUBLIC STATEMENTS

Monique Orozco spoke about the Tataviam Tributary Run Peach and Dignity Journeys 2024 event.

Miguel Montañez spoke about various public safety concerns.

Paul Ventimiglia read a statement regarding the timeline of certain events that he believes has negatively impacted on his employment with the City.

Angel Granados continued reading the written statement from Paul Ventimiglia.

Theresa Granados continued reading the written statements from Paul Ventimiglia.

Martin questioned eligibility requirements regarding the selection of certain homes that were chosen for rehabilitation through the Habitat for Humanity Power Woman Power Tools Home Rehabilitation project.

CONSENT CALENDAR

Mayor Rodriguez requested Item No. 2 pulled for discussion.

Motion by Councilmember Fajardo, seconded by Vice Mayor Mendoza to approve the Consent Calendar with the exception of Item No. 2.:

1) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER

3) CONSIDERATION TO ADOPT A RESOLUTION AUTHORIZING APPROVAL OF A MEMORANDUM OF UNDERSTANDING AND FUNDING AGREEMENT WITH THE COUNTY OF LOS ANGELES TO PARTICIPATE IN THE TASKFORCE FOR REGIONAL AUTOTHEFT PREVENTION

4) CONSIDERATION TO ACCEPT THE CALIFORNIA HIGHWAY PATROL – CANNABIS TAX FUND GRANT PROGRAM FUNDS TO SUPPORT SELECTIVE TRAFFIC ENFORCEMENT DETAILS, AND ADOPT A RESOLUTION APPROPRIATING THE FUNDS

5) CONSIDERATION TO AWARD A PROFESSIONAL SERVICES AGREEMENT TO DIXON RESOURCES UNLIMITED FOR RESIDENTIAL PARKING PROGRAM IMPLEMENTATION SERVICES

The motion carried, unanimously.

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

2) CONSIDERATION TO APPROVE A SECOND READING AND ADOPT ORDINANCE NO. 1726 APPROVING AN AMENDMENT TO THE SAN FERNANDO MUNICIPAL CODE, ADDING ARTICLE VII OF CHAPTER 74 TO PROHIBIT ENCAMPMENTS AND STORAGE OF PERSONAL PROPERTY IN PUBLIC PLACES WITHIN THE CITY LIMITS OF SAN FERNANDO, AS AMENDED

The motion carried by the following vote:

ROLL CALL
AYES: Garcia, Fajardo, Mendoza - 3
NAYES: Solorio, Rodriguez - 2
ABSENT: None
ABSTAIN: none

ADMINISTRATIVE REPORTS

6) DISCUSSION ON PROCEDURE FOR COLLECTION OF DELINQUENT ACCOUNTS AND CONSIDERATION TO ADOPT A RESOLUTION SETTING A PUBLIC HEARING TO ASSESS REAL PROPERTY FOR NON-PAYMENT OF DELINQUENT ACCOUNTS FOR SOLID WASTE COLLECTION SERVICES

Director of Public Works Wendell Johnson and Republic Services Representatives presented the staff report and responded to Councilmember questions.

Motion by Councilmember Fajardo, seconded by Councilmember Garcia to adopt Resolution No. 8315 setting the date for the Public Hearing on August 5, 2024; and directed staff regarding assessment criteria as follows: a. Include all commercial delinquent accounts; b. Include residential accounts who have $316 or more (if the property owner/account holder does not express hardship or request a payment plan, then can assess up to $316), alternatively if financial hardship (documentation not required) reported then will be removed from assessment; and bring back as separate agenda item to the August 5 Council meeting a contract amendment with Republic to include:

1. Remove authorization to stop services (strikethrough language on 210 of 7/15 agenda packet);
2. Include outreach with a certified letter to property owner and account holder referencing the delinquency and potential assessment;
3. Include door hanger at the property address; and
4. Include text message to the number that is on file.

The motion carried by the following vote:

ROLL CALL

AYES:	Fajardo, Solorio, Garcia - 3
NAYES:	Mendoza, Rodriguez - 2
ABSENT:	None
ABSTAIN:	None

7) DISCUSSION AND CONSIDERATION TO APPROVE THE DISCONTINUATION OF RESIDENTIAL WATER SERVICES FOR NON-PAYMENT POLICY AS REQUIRED BY SENATE BILL 998 AND SENATE BILL 3

Director of Finance Erica Melton presented the staff report and responded to Councilmember questions.

Motion by Councilmember Fajardo, seconded by Vice Mayor Mendoza to approve the *Discontinuation of Residential Water Services for Non-Payment Policy* as required by Senate Bill 998 and Senate Bill 3, to be effective January 2025. The motion carried, by the following vote:

ROLL CALL

AYES:	Solorio, Fajardo, Mendoza - 3
NAYE:	Garcia, Rodriguez - 2
ABSENT:	None
ABSTAIN:	None

Motion by Councilmember Fajardo, seconded by Mayor Rodriguez to direct staff to come back to a future meeting with a potential property tax assessment process for delinquent accounts similar to unpaid trash collection delinquent property tax assessments with Republic Services. The motion carried, by the following vote:

ROLL CALL
YAY: Solorio, Fajardo, Rodriguez - 3
NAYE: Garcia, Mendoza - 2
ABSENT: None
ABSTAIN: None

8) DISCUSSION AND CONSIDERATION OF THE FISCAL YEAR 2023-2024 MURAL FUND FOR PUBLIC ART ENHANCEMENT

Director of Recreation and Community Services Julio Salcedo presented the staff report and responded to Councilmember questions.

Motion by Councilmember Fajardo, seconded by Vice Mayor Mendoza to allocate $25,000 mural funds towards trees to be planted in the empty city planters and towards residents that have requested trees to be planted. The motion carried, by the following vote:

ROLL CALL
YAY: Garcia, Solorio, Fajardo, Mendoza - 4
NAYE: Rodriguez - 1
ABSENT: None
ABSTAIN: None

9) DISCUSSION AND REQUEST FOR DIRECTION REGARDING POSSIBLE AMENDMENTS TO THE SAN FERNANDO MUNICIPAL CODE CAMPAIGN CONTRIBUTION LIMITS AND OTHER CAMPAIGN-RELATED REGULATIONS

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

Motion by Councilmember Fajardo, seconded by Vice Mayor Mendoza to direct staff to bring back to Council reflecting the increased campaign contribution limit to $1,000; to have a provision that allows for the reuse of materials for all candidates and an email notifying the City Council of any additional filings in between campaign finance filing periods. Councilmember Garcia offered a friendly amendment to strike the provision that stipulates the reuse of materials. To allow contributions up to $1000 for staff to come forward with recommendation on language that would provide clarity on transferring up to $1000 on previous candidate-controlled committees and to have the city clerk email candidates on non-candidate-controlled committees contribution reports received. The motion was not voted upon due to the passing of the substitute motion as follows:

Substitute motion by Councilmember Solorio, seconded by Councilmember Garcia to direct staff to return to the next City Council meeting with a proposed ordinance amending the campaign contribution limit from $500 to $1,000. The motion carried by the following vote:

ROLL CALL
AYES: Solorio, Garcia, Mendoza - 3
NAYES: Fajardo, Rodriguez - 2

ABSENT: None
ABSTAIN: None

10) DISCUSSION AND UPDATE REGARDING THE HOME REHABILITATION LOAN PROGRAM

Director of Community Development Erika Ramirez and Housing Coordinator Kenya Marquez presented the staff report and responded to Councilmember questions.

Motion by Councilmember Fajardo, seconded by Councilmember Garcia to approve Option No. 1 of up to $50,000 of the $100,000 and to reinvest the remaining balance of $50,000 towards sidewalk repairs. The motion carried by the following vote:

ROLL CALL
AYES: Garcia, Fajardo, Mendoza - 3
NAYES: Solorio, Rodriguez - 2
ABSENT: None
ABSTAIN: None

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

City Clerk Fritz provided updates regarding the digitization project and the November 5, 2024 General Election candidate nomination period opening.

Director of Recreation and Community Services Salcedo provided updates on summer programming.

Director of Public Works Johnson reported the city received an award for the infiltration basin and noted receipt of bid responses towards three city projects.

Director of Community Development Ramirez provided information regarding the MWD rebate workshop program, commented on the residential standards workshop in august mix use overlay before the end of the year.

Director of Finance Melton expressed thanks to staff in the Finance Department for their work during the budget season and mentioned she attended the Coffee with the Chamber event where California State Treasurer Fiona Ma provided information on resources for small businesses and families.

City Manager Kimball spoke about public works projects moving forward, reported on a one-day retreat where the Executive Team set goals to complete approved Fiscal Year 2024-2025 budget enhancements by December 2024 and requested to adjourn the meeting tonight in memory of Pam Gibson.

GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES

Councilmember Fajardo talked about the meeting being productive and spoke about statements made during public comments regarding time allotments and consistency.

Councilmember Garcia thanked the City Clerk Department for their work with the digitization of resolutions; commented on the mural project; and read a statement regarding the recent events surrounding the shooting of former President Trump.

Councilmember Solorio stated she attended the San Fernando fourth of July event, the Independent Cities Authority annual conference where she was elected to be the upcoming Board Vice President.

Vice Mayor Mendoza read a statement regarding the recent shooting events surrounding former President Trump, offered condolences to the victims, condemns violence and called for peace in our own local elections; mentioned she attended the San Fernando Valley Council of Governments meeting; attended the Coffee with Chamber of Commerce event and met State Treasurer Fiona Ma, and attended the ICON CDC Financial Literacy Academy graduation event.

Mayor Rodriguez Congratulated Councilmember Solorio and Vice Mayor Mendoza for taking on leadership roles, mentioned she attended the fourth of July event; stated she echoed sentiment statements of peace, and closed the meeting in memory of Pam Gibson.

ADJOURNMENT (10:34 p.m.)

Mayor Rodriguez adjourned the meeting in memory of Pam Gibson to the regular meeting of August 5, 2024.

I do hereby certify that the foregoing is a true and correct copy of the minutes of the July 15, 2024, Regular meeting and approved by the San Fernando City Council at the meeting of January 6, 2024.

_____
Julia Fritz, CMC
City Clerk

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CITY OF SAN FERNANDO
CITY COUNCIL

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

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

COUNCILMEMBER MARY SOLORIO
REMOTE TELECONFERENCE LOCATION
1425 HOLLISTER STREET
SAN FERNANDO, CA 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 5:16 p.m.

Present:

Council: Mayor Celeste T. Rodriguez, Vice Mayor Mary Mendoza, and Councilmembers Joel Fajardo, Mary Solorio (joined via remote location) and Victoria Garcia (arrived at 5:17 p.m.)

Staff: City Manager Nick Kimball, City Attorney Richard Padilla, Deputy City Manager/Economic Development Kanika Kith, Director of Community Development Erika Ramirez, and Director of Administrative Services Erica D. Melton

Absent: None

APPROVAL OF AGENDA

Motion by Councilmember Fajardo, seconded by Vice Mayor Mendoza to approve the agenda. The motion carried.

PUBLIC STATEMENTS None

RECESS TO CLOSED SESSION (5:17 P.M.)

By consensus, Councilmembers recessed to Closed Session.

A) CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54956.8 – CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Subject Property:	City owned parcels at Assessor Identification Numbers (APN): 2521-031-901, 902, and 903
Party Negotiation with:	Aaron Aszkenazy, Aszkenazy Development and Rudy J. Ortega, Jr., Fernandeño Tataviam Band of Mission Indians
City Representative:	Nick Kimball, City Manager and Kanika Kith, Deputy City Manager/Economic Development

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

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

C) CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54957.6 – CONFERENCE WITH LABOR NEGOTIATOR:

City Representative:	City Attorney Richard Padilla
Unrepresented Employee:	City Manager

D) CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54956.9(D)(4) – INITIATION OF LITIGATION:

Two (2) Matters

RECONVENE FROM SPECIAL MEETING AND REPORT OUT FROM CLOSED SESSION

City Attorney Padilla stated Councilmember Garcia reported directly to Closed Session and was present for the entirety of Closed Session; and Councilmember Solorio participated via phone for the entirety of Closed Session. Regarding Agenda Item A, in compliance with the Political Reform Act, Mayor Rodriguez recused herself due to the proximity of her home to the proposed project. All other Councilmembers were present, no reportable action taken. Following this item, Mayor Rodriguez returned to Closed Session. There was no reportable action regarding Agenda Item B. Councilmembers discussed Agenda Item D (Matter 1), the City Council directed the City Attorney for the City to opt-in to the national class-action Kroger settlement. Agenda Items C and D (Matter 2) were not addressed and will be continued to a future meeting.

ADJOURNMENT (6:03 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 6:03 p.m.

Present: Council: Mayor Celeste T. Rodriguez, Vice Mayor Mary Mendoza and Councilmembers Joel Fajardo, Mary Solorio (Remote Location) joined at 6:08 p.m. and Victoria Garcia

Staff: City Manager Nick Kimball, City Attorney Richard Padilla, Police Chief Fabian Valdez, Director of Administrative Services 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 Vice Mayor Mendoza to approve the agenda. The motion carried, unanimously.

PUBLIC STATEMENTS

Chris spoke about public safety.

Chief Valdez spoke briefly regarding the events that have affected the community regarding the burglaries and the homicide incidents, stated that the incidents were random acts and that Los Angeles County Sheriff's Homicide Unit is working on the investigations; and announced the

Police Department will be hosting two community watches at 6pm on August 21 and on August 28 at noon to discuss community concerns relating to these incidents.

CONSENT CALENDAR

Councilmember Garcia requested to pull Consent Calendar Item No. 4 for discussion.

Motion by Councilmember Fajardo, seconded by Vice Mayor Mendoza to approve the Consent Calendar with the exception of Item No. 4:

1) CONSIDERATION TO APPROVE CITY COUNCIL MEETING MINUTES:

   a. June 11, 2007 – Special Meeting

2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER

3) CONSIDERATION TO AUTHORIZE THE LEASE OF A PASSENGER VAN UNDER THE CALIFORNIA COOPERATIVE PURCHASING CONTRACT SOURCEWELL FROM ENTERPRISE FLEET

5) CONSIDERATION TO ADOPT A RESOLUTION APPROPRIATING EQUIPMENT REPLACEMENT FUND RESERVES AND AUTHORIZE PURCHASE CHANGE ORDERS TO PAY OUTSTANDING ENTERPRISE FLEET MANAGEMENT INVOICES

6) CONSIDERATION TO APPROVE A MEMORANDUM OF UNDERSTANDING ESTABLISHING A COMPENSATION PLAN FOR THE SAN FERNANDO POLICE OFFICERS' ASSOCIATION POLICE MANAGEMENT UNIT, AND ADOPT A RESOLUTION AMENDING THE SALARY PLAN FOR FISCAL YEAR 2024-2025

The motion carried, unanimously.

4) CONSIDERATION TO AWARD A CONTRACT TO US NATIONAL CORP FOR EXTERIOR PAINTING OF CITY HALL

   Motion by Councilmember Garcia, seconded by Councilmember Fajardo to accept the lowest responsible bid (Contractor's Proposal) in the amount of $39,880 from US National Corp dba Jimenez Painting Company for Exterior Painting of City Hall; based on available funding, authorize staff to increase the scope of work to include additional facilities, including, but not limited to, the exterior/interior of City Hall, Police Department, and Public Works Operations Center facilities, and city-owned park restrooms, up to an amount not-to-exceed $100,000; authorize the City Manager or his designee to execute the Construction Agreement (Contract No. 2279) and all related documents and as amended to include funds towards improvements to parks facilities public restrooms. The motion carried, unanimously.

PUBLIC HEARINGS

7) A PUBLIC HEARING TO CONSIDER ADOPTING A RESOLUTION APPROVING UPDATES ESTABLISHING AN ANNUAL FEE SCHEDULE FOR CITY SERVICES FOR FISCAL YEAR 2024-2025 AND RESCINDING PRIOR USER FEE RESOLUTIONS

Mayor Rodriguez opened the public hearing.

Director of Administrative Services Erica Melton and Willdan Financial Services Consultant Representatives Tony Thrasher presented the staff report and responded to Councilmember questions.

Mayor Rodriguez called for public testimony. There being no public testimony, Mayor Rodriguez closed the public comment period.

Mayor Rodriguez closed the public hearing.

Motion by Councilmember Fajardo, seconded by Councilmember Garcia to adopt Resolution No. 8325 incorporating all current fees for City services into a Fiscal Year 2024-2025 Annual Fee Schedule, amending fees and charges; rescind Resolution No. 8233 and all parts of Resolutions in conflict with Resolution No. 8325; and as amended to change the effective date of the new fee schedule to January 1, 2025. The motion carried, unanimously.

9) DISCUSSION AND CONSIDERATION TO APPROVE A THIRD AMENDMENT TO THE COLLECTION SERVICES AGREEMENT WITH CONSOLIDATED DISPOSAL SERVICE, LLC DBA REPUBLIC SERVICES

Director of Public Works Wendell Johnson and Republic Services Representatives Pilar Almeida and Mayra Lugo presented the staff report and responded to Councilmember questions.

By consensus, the City Council directed staff to return with a revised amendment to a future meeting uncertain.

10) A PUBLIC HEARING TO ADOPT A RESOLUTION PURSUANT TO HEALTH AND SAFETY CODE SECTIONS 5473 AND 5473A, APPROVING THE FINAL FORM OF THE DELINQUENT CHARGES REPORT OF PAST DUE ACCOUNTS FOR RESIDENTIAL AND COMMERCIAL MUNICIPAL SOLID WASTE COLLECTION AND DISPOSAL SERVICES, AND AUTHORIZING SUBMITTAL OF THE DELINQUENT CHARGES REPORT TO THE LOS ANGELES COUNTY AUDITOR-CONTROLLER FOR COLLECTION ON THE 2024-2025 PROPERTY TAX ROLL

Mayor Rodriguez opened the public hearing.

Director of Public Works Wendell Johnson and Republic Services Representatives Pilar Almeida and Mayra Lugo presented the staff report and responded to Councilmember questions.

Mayor Rodriguez called for public testimony.

Tadeh Mirzakhanian spoke in opposition.

There being no further public comments, Mayor Rodriguez closed the public comment period.

Mayor Rodriguez closed the public hearing.

Motion by Vice Mayor Mendoza, seconded by Councilmember Garcia to adopt Resolution No. 8326 approving the final form of the Delinquent Charges Report for past due accounts for residential and commercial municipal solid waste collection and disposal services, and authorizing submittal of the Delinquent Charges Report to the Los Angeles County Auditor-Controller for collection on the 2024-2025 property tax roll by August 9, 2024. The motion failed by the following vote:

ROLL CALL

AYES:	Mendoza, Garcia - 2
NAYES:	Fajardo, Solorio, Rodriguez - 3
ABSENT:	None
ABSTAIN:	None

ADMINISTRATIVE REPORTS

10) CONSIDERATION AND DISCUSSION TO ADOPT AN ORDINANCE AMENDING THE SAN FERNANDO MUNICIPAL CODE SECTION 2-908 DEFINITIONS AND SECTION 2-909, ARTICLE VII OF CHAPTER 2 TO INCREASE LOCAL CAMPAIGN CONTRIBUTION LIMITS FROM $500 TO $1,000 AND MODIFYING PROVISIONS FOR FUTURE CONSUMER PRICE INDEX ADJUSTMENTS TO THE SAME

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

Motion by Councilmember Fajardo, seconded by Vice Mayor Mendoza to introduce for first reading, in title only, and waive further reading of Ordinance No. 1727 titled, “An Ordinance of the City Council of the City Of San Fernando, California amending the San Fernando Municipal Code Sections 2-908 and Section 2-909 of Article VII of Chapter 2 to Increase Local Campaign Contribution Limits from $500 to $1,000 and modifying provisions relating to future Consumer Price Index adjustments to the same.” The motion carried by the following vote:

ROLL CALL

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

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

City Clerk Fritz announced the upcoming City-wide End of Summer Employee Picnic on September 7, 2024 and mentioned the Commissioner's attendance report would be emailed to Council by end of week.

Director of Recreation and Community Services mentioned that the cooling centers are opened at Las Palmas and Recreation Park, talked about upcoming summer concerts and programming activities.

Director of Public Works Johnson reported that the painting of pavement markings has begun and noted that staff held a kick-off meeting for the Parking Permit Study.

Director of Community Development Ramirez emailed SCAG to confirm that the $1.1 million grant is fully funded. A meeting with SCAG is scheduled for next week to discuss grant details. Additionally, on August 12 at the Planning and Preservation Commission meeting a study session will be held regarding landscape requirements.

Director of Finance Melton mentioned that staff has posted both in English and Spanish to the City's website information regarding payment arrangement programs for past due water utility bills.

The City Attorney reminded the City Council about whether to recess back into Closed Session at the conclusion of the regular meeting.

City Manager Kimball announced that the August City Manager Report has been released. He noted that the bi-weekly report, which includes budget enhancement timelines, was emailed to the Council and mentioned that staff would soon be scheduling a Parking Ad Hoc Committee meeting.

GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES

Councilmember Fajardo spoke about the recent retail store break-ins and mentioned maintenance issues at the Cindy Montañez Natural Park.

Councilmember Solorio thanked staff for their work and shared concerns regarding the recent retail store break-ins.

Councilmember Garcia expressed concerns regarding the recent homicide incident, extended condolences to the family, spoke about the retail store break-ins, noting public safety is her priority for the community and thanked staff for their work regarding enhancement timelines.

Vice Mayor Mendoza thanked the Police Department for their work and acknowledged Police Chief Valdez for his leadership.

Mayor Rodriguez mentioned the upcoming Police Departments two community meetings where they will be discussing public safety issues, acknowledged the recreation team for their work with the summer camp programming, commented on the work of local churches providing children at no cost 1000 back to school backpacks, and requested to adjourn the meeting in honor of her grandmother, Juanita Alvarez Romo.

The City Council recessed back into Closed Session.

ADJOURNMENT (8:35 p.m.)

Mayor Rodriguez adjourned the meeting in memory of Juanita Alvarez Romo to the regular meeting of August 19, 2024.

I do hereby certify that the foregoing is a true and correct copy of the minutes of the August 5, 2024, Regular meeting and approved by the San Fernando City Council at the meeting of January 6, 2025.

_____
Julia Fritz, CMC
City Clerk

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CITY OF SAN FERNANDO
REGULAR AND SPECIAL JOINT MEETING
CITY COUNCIL
AND THE
PLANNING AND PRESERVATION COMMISSION

MINUTES
REGULAR AND SPECIAL JOINT MEETING – 6:00 P.M.
MONDAY, SEPTEMBER 16, 2024

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

CALL TO ORDER/ROLL CALL – REGULAR MEETING

Vice Mayor Mary Mendoza called the regular meeting to order at 6:00 p.m.

Present: Council: Vice Mayor Mary Mendoza, and Councilmembers Joel Fajardo (via teleconference), Mary Solorio, and Victoria Garcia

Staff: City Manager Nick Kimball, City Attorney Richard Padilla, Deputy City Manager/Economic Development Kanika Kith (remote), Director of Administrative Services Erica Melton, Director of Community Development Erika Ramirez, Director of Recreation and Community Services Julio Salcedo, and City Clerk Julia Fritz

Absent: Mayor Celeste T. Rodriguez

City Clerk Julia Fritz announced that the Mayor notified staff she would be recusing herself from all Downtown Master Plan related discussions as her residence is within 500 feet of the project area, and she would not be in attendance for tonight's meeting.

TELECONFERENCING REQUESTS/DISCLOSURE

Motion by Councilmember Solorio, seconded by Councilmember Garcia to approve Councilmember Joel Fajardo's teleconferencing request. The motion carried, with Mayor Rodriguez absent.

PLEDGE OF ALLEGIANCE

Led by City Clerk Julia Fritz

APPROVAL OF REGULAR AND SPECIAL JOINT MEETING AGENDA

Motion by Councilmember Fajardo, seconded by Councilmember Garcia to approve the agenda, as amended to move Agenda Item No. 13 prior to Agenda Item No. 12. The motion carried, with Mayor Rodriguez absent.

PRESENTATIONS

It was noted that the following presentations were postponed to the next regular City Council meeting.

A. PRESENTATION OF A CERTIFICATE OF PROCLAMATION DECLARING SEPTEMBER 15, 2024 THROUGH OCTOBER 15, 2024 AS NATIONAL HISPANIC HERITAGE MONTH

B. PRESENTATION OF EDUCATION COMMISSION CERTIFICATE OF RECOGNITION FOR SEPTEMBER STUDENTS OF THE MONTH FOR POSITIVE ATTITUDE
Olivia Martinez (Nueva Esperanza Charter Academy)
Elena Robles (G3 Vaughn Next Century Learning)

PUBLIC STATEMENTS

None

CONSENT CALENDAR

Councilmember Garcia requested to pull Consent Calendar Item Nos. 4 and 6 for discussion.

Motion by Councilmember Garcia, seconded by Councilmember Fajardo to approve the Consent Calendar Items excluding Items No. 4 and 6:

1) CONSIDERATION TO APPROVE CITY COUNCIL MEETING MINUTES:

   a. September 3, 2024 – Regular Meeting

2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER

3) UPDATES OF CITY COUNCIL APPROVED ENHANCEMENT/PROJECTS AND PRIORITIES

5) CONSIDERATION TO AUTHORIZE SUBMITTAL OF A GRANT APPLICATION TO THE CALIFORNIA OFFICE OF EMERGENCY SERVICES FOR THE CALIFORNIA STATE AND LOCAL CYBERSECURITY GRANT PROGRAM

7) RECEIVE AND FILE THE 2024 LOCAL TRANSACTION TAX ANNUAL REPORT FOR MEASURES “A” AND “SF”

8) CONSIDERATION TO ACCEPT THE CALIFORNIA OFFICE OF TRAFFIC SAFETY SELECTIVE TRAFFIC ENFORCEMENT PROGRAM GRANT FUNDS TO SUPPORT SELECTIVE TRAFFIC ENFORCEMENT DETAILS; ACCEPT THE CALIFORNIA OFFICE OF TRAFFIC SAFETY TRAFFIC RECORDS IMPROVEMENT PROJECT FUNDS TO PURCHASE AND IMPLEMENT A NEW ELECTRONIC CRASH REPORTING SOLUTION; AND ADOPT RESOLUTIONS APPROPRIATING THE FUNDS

9) CONSIDERATION TO ADOPT A RESOLUTION ACCEPTING THE DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL ALCOHOL POLICING PARTNERSHIP GRANT FUNDS TO SUPPORT THE POLICE DEPARTMENT'S UNDER-AGE ALCOHOL PURCHASE PREVENTION PROGRAM, AND ADOPT A RESOLUTION TO APPROPRIATE THE FUNDS

10) CONSIDERATION TO APPROVE A MEMORANDUM OF UNDERSTANDING WITH THE SAN FERNANDO POLICE CIVILIANS' ASSOCIATION; ADOPT A RESOLUTION AMENDING THE FISCAL YEAR 2024-2025 SALARY PLAN; AND ADOPT A RESOLUTION APPROVING JOB SPECIFICATIONS FOR COMMUNITY SERVICE OFFICER

The motion carried, with Mayor Rodriguez absent.

Councilmember Garcia stated that she would be abstaining from Consent Calendar Item No. 4 and Councilmember Fajardo mentioned he had questions pertaining to Item No. 4. City Manager Kimball suggested that Item No. 4 be tabled to the October 7, 2024 City Council meeting.

Motion by Councilmember Fajardo to table Item No. 4 to the October 7 meeting. Councilmember Garcia offered a friendly amendment to table Item No. 4 and No. 6 to the October 7 meeting and Councilmember Fajardo accepted the friendly amendment. Councilmember Solorio seconded the motion. The motion carried, with Mayor Rodriguez absent.

4) CONSIDERATION TO ADOPT A RESOLUTION UPDATING THE DESIGNATED POSITIONS TO THE CITY'S CONFLICT OF INTEREST CODE

6) CONSIDERATION TO AUTHORIZE SUBMITTAL OF A LETTER OF COMMITMENT TO THE COUNTY OF LOS ANGELES AS A SUBRECIPIENT APPLICANT FOR THE FEDERAL DIGITAL EQUITY COMPETITIVE GRANT PROGRAM

The motion carried, with Mayor Rodriguez absent.

ADMINISTRATIVE REPORTS

11) CONSIDERATION TO APPOINT A PLANNING AND PRESERVATION COMMISSIONER

Councilmember Victoria Garcia presented the staff report.

Motion by Councilmember Garcia, seconded by Councilmember Solorio to appoint Fernando Diaz to the Planning and Preservation Commission. The motion carried, with Mayor Rodriguez absent.

ADMINISTRATIVE REPORTS

13) DISCUSSION AND CONSIDERATION TO APPROVE A SECOND AMENDMENT TO THE CITY MANAGER EMPLOYMENT AGREEMENT

City Attorney Richard Padilla presented the staff report and responded to Councilmember questions.

Motion by Councilmember Fajardo, seconded by Councilmember Garcia to approve a Second Amendment to the City Manager Employment Agreement (Contract No. 1906(b)); and Authorize the Mayor to execute the Agreement. The motion carried, with Mayor Rodriguez absent.

The City Council recessed the regular meeting at 6:27 p.m. and reconvened at 6:37 p.m. to the Special Joint meeting of the City Council and Planning and Preservation Commission.

CALL TO ORDER/ROLL CALL – SPECIAL JOINT CITY COUNCIL AND PLANNING AND PRESERVATION MEETING

Vice Mayor Mary Mendoza called the Special Joint meeting to order at 6:37 p.m.

Present: Council: Vice Mayor Mary Mendoza, Councilmembers Joel Fajardo (via teleconference), Mary Solorio and Victoria Garcia

Commission: Chair Sean Rivas, Vice Chair Cecilia Martinez, Commissioners Francisco Solorio, Sylvia Ballin and Fernando Diaz

Staff: City Manager Nick Kimball, City Attorney Richard Padilla, Deputy City Manager/Economic Development Kanika Kith (remote), Director of Administrative Services Erica Melton, Director of Community Development Erika Ramirez, Director of Recreation and Community Services Julio Salcedo, and City Clerk Julia Fritz

Absent: Mayor Celeste T. Rodriguez

PUBLIC HEARING – SPECIAL JOINT MEETING

12) A JOINT PUBLIC HEARING TO DISCUSS EXISTING CONDITIONS ANALYSIS AND OUTREACH FINDINGS FROM PHASE 1 OF THE DOWNTOWN MASTER PLAN AND RECEIVE INPUT FOR PHASE 2

Vice Mayor Mendoza opened the public hearing.

City Manager Kimball was present to respond to Councilmember questions.

Dudek representatives presented the staff report and responded to Councilmember questions.

Vice Mayor Mendoza called for public testimony.

Public comments were received by the following:

Bob Williamson
Brent Bell
John Espinoza
Azeneth Martinez
Dave Bernal
Sonia Navarro
Sergio Amalfitano
Miguel Montañez

Vice Mayor Mendoza closed the public comment period.

Dudek representatives received comments from the Planning and Preservation Commission and the City Council regarding the Downtown Master Plan Phase 1 informational presentation.

The City Council continued the Special Joint Public Hearing to the next regular meeting of October 7, 2024.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES None

GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES None

ADJOURNMENT (8:44 p.m.)

Vice Mayor Mendoza adjourned the Special Joint City Council and Planning and Preservation Commission meeting to the regular City Council meeting of October 7, 2024.

I do hereby certify that the foregoing is a true and correct copy of the minutes of the September 16, 2024, Regular and Special Joint meeting of the City Council and the Planning and Preservation Commission and approved by the San Fernando City Council at the meeting of January 6, 2025.

_____
Julia Fritz, City Clerk

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CITY OF SAN FERNANDO
REGULAR AND SPECIAL JOINT MEETING
CITY COUNCIL
AND THE
PLANNING AND PRESERVATION COMMISSION

MINUTES
REGULAR AND SPECIAL JOINT MEETING – 6:00 P.M.
MONDAY, OCTOBER 7, 2024

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

COUNCILMEMBER MARY SOLORIO
(REMOTE LOCATION) HOLLISTER STREET
SAN FERNANDO, CALIFORNIA 91340

CALL TO ORDER/ROLL CALL – REGULAR MEETING

Mayor Celeste T. Rodriguez called the regular meeting to order at 6:20 p.m.

Present: Council: Mayor Celeste T. Rodriguez, Vice Mayor Mary Mendoza, and Councilmembers Mary Solorio (via remote location), and Victoria Garcia

Staff: City Manager Nick Kimball, City Attorney Richard Padilla, Deputy City Manager/Economic Development Kanika Kith, Director of Administrative Services Erica Melton, Director of Community Development Erika Ramirez, Director of Recreation and Community Services Julio Salcedo, and City Clerk Julia Fritz

Absent: Councilmember Joel Fajardo

PLEDGE OF ALLEGIANCE

Led by City Clerk Julia Fritz

APPROVAL OF REGULAR AND SPECIAL JOINT MEETING AGENDA

Motion by Vice Mayor Mendoza, seconded by Councilmember Garcia to approve the agenda as amended to continue Agenda Item No. 8 to a date uncertain. The motion carried, with Councilmember Fajardo absent.

PRESENTATIONS

A. PRESENTATION OF A CERTIFICATE OF PROCLAMATION DECLARING SEPTEMBER 15, 2024 THROUGH OCTOBER 15, 2024 AS NATIONAL HISPANIC HERITAGE MONTH

B. PRESENTATION OF EDUCATION COMMISSION CERTIFICATE OF RECOGNITION FOR SEPTEMBER STUDENTS OF THE MONTH FOR POSITIVE ATTITUDE
Olivia Martinez (Nueva Esperanza Charter Academy)
Elena Robles (G3 Vaughn Next Century Learning)

C. PRESENTATION OF A CERTIFICATE OF RECOGNITION TO RETIRED LOS ANGELES UNIFIED SCHOOL DISTRICT SUPERVISOR AT MORNINGSIDE ELEMENTARY LUCIA CHAFFINO

D. ANNUAL RECOGNITIONS
- BREAST CANCER AWARENESS MONTH – OCTOBER 2024
- DOMESTIC VIOLENCE AWARENESS MONTH – OCTOBER 2024
- CODE ENFORCEMENT OFFICER APPRECIATION WEEK – OCTOBER 6, 2024 THROUGH OCTOBER 12, 2024
- DIGITAL INCLUSION WEEK – OCTOBER 7, 2024 THROUGH OCTOBER 11, 2024
- INDIGENOUS PEOPLES' DAY – OCTOBER 14, 2024

E. INTRODUCTION OF NEW EMPLOYEES

PUBLIC STATEMENTS

The following spoke in support of a potential memorial be placed at Las Palmas Park in honor of Julian Leon and Julio Margarito:

Manuel Granillo
Richard Villa
Mark Marquez

Rick Klein asked that the City Council consider installing a sidewalk light at First and Brand Street due to the morning traffic at San Fernando Middle School.

Jaquline Torress spoke about the third annual Dia de Los Muertos event being held at San Fernando High School.

The following spoke in support of the City Council's recognition of Lucy Chiaffino's retirement from Morningside Elementary School:

Patty Lopez
Rossana Chiaffino
Maria Carillo
Marta Berver
Carole Dircio

Raul Barragan expressed support for Agenda Item No 14.

Julie Cuellar expressed congratulations to Lucy Chiaffino, was supportive of Mr. Klein's request for a sidewalk light at Brand and First Street and noted concerns regarding a potential three story townhome development to be discussed at the October 14, 2024 Planning and Preservation Commission meeting.

CONSENT CALENDAR

Councilmember Garcia requested to pull Consent Calendar Item No. 2 for discussion.

Motion by Vice Mayor Mendoza, seconded by Councilmember Garcia to approve the Consent Calendar:

1) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER

2) UPDATES OF CITY COUNCIL APPROVED ENHANCEMENT/PROJECTS AND PRIORITIES

   City Council directed staff to return to the next meeting with additional information for discussion regarding the City Hall/Police Department Painting Exterior Project with additional paint renderings (color scheme and style) and future maintenance plans (i.e., power washing).

3) CONSIDERATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT TO ACORN TECHNOLOGY SERVICES TO PROVIDE INFORMATION TECHNOLOGY MANAGED SERVICES

4) CONSIDERATION TO APPROVE A CONTRACT SERVICES AGREEMENT WITH IPS SOLUTIONS INC. THROUGH SOURCEWELL FOR CURB MANAGEMENT TECHNOLOGIES WITH RELATED SERVICES

5) CONSIDERATION TO AUTHORIZE SUBMITTAL OF A LETTER OF COMMITMENT TO THE COUNTY OF LOS ANGELES AS A SUBRECIPIENT APPLICANT FOR THE FEDERAL DIGITAL EQUITY COMPETITIVE GRANT PROGRAM

6) CONSIDERATION TO APPROVE CO-SPONSORSHIP OF THE 911 CELL PHONE BANK PHONE IT FORWARD CHARITY CAMPAIGN AND APPROVE USE OF THE CITY SEAL

7) CONSIDERATION TO AUTHORIZE SUBMITTAL OF A GRANT APPLICATION TO THE CALIFORNIA OFFICE OF EMERGENCY SERVICES URBAN AREA SECURITY INITIATIVE FOR CYBERSECURITY MEASURES

The motion carried, with Councilmember Fajardo absent.

PUBLIC HEARING – SPECIAL JOINT MEETING

12) A JOINT PUBLIC HEARING TO DISCUSS EXISTING CONDITIONS ANALYSIS AND OUTREACH FINDINGS FROM PHASE 1 OF THE DOWNTOWN MASTER PLAN AND RECEIVE INPUT FOR PHASE 2 ***(The Public Hearing was continued to a date uncertain)***

ADMINISTRATIVE REPORTS

8) DISCUSSION AND CONSIDERATION TO ADOPT A RESOLUTION UPDATING THE DESIGNATED POSITIONS TO THE CITY'S CONFLICT OF INTEREST CODE AS REQUIRED BY CALIFORNIA GOVERNMENT CODE SECTION 81000

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

Motion by Vice Mayor Mendoza, seconded by Councilmember Solorio to adopt Resolution No. 8333 designating positions subject to the City's Conflict of Interest Code as required by California Government Code Section 81000. The motion carried, with Councilmember Fajardo absent.

9) RECEIVE AND FILE THE LAND AND OPEN SPACE INVENTORY STUDY/SAN FERNANDO PARK OPPORTUNITY PLAN REPORT FROM KOUNKUEY DESIGN INITIATIVES, INC.

Director of Recreation and Community Services Julio Salcedo and representatives from Kounkuey Design Initiatives, Inc. presented the staff report and responded to Councilmember questions.

The City Council received and filed the Land and Open Space Inventory Study Report/San Fernando Park Opportunity Plan from Kounkuey Design Initiatives, Inc.

10) RECEIVE AND FILE A PRESENTATION REGARDING THE DOWNTOWN MALL AREA TRASH ENCLOSURE IMPROVEMENTS

Director of Public Works Wendell Johnson presented the staff report and responded to Councilmember questions.

The City Council suggested that staff return to a future meeting with alternative design options and costs, and to include future maintenance plans and costs.

11) RECEIVE AND FILE AN UPDATE ON THE IMPLEMENTATION OF THE HOMELESSNESS ACTION PLAN AND ANNUAL POINT-IN-TIME COUNT

Director of Community Development Erika Ramirez and Housing Coordinator Kenya Marquez presented the staff report and responded to Councilmember questions.

12) DISCUSSION AND CONSIDERATION TO APPROVE PROFESSIONAL SERVICE AGREEMENTS TO NORTH VALLEY CARING SERVICES AND HOME AGAIN LOS ANGELES TO PROVIDE COMPREHENSIVE HOMELESS SERVICES

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

The City Council directed staff to return to the next Council meeting with additional information on tracking and reporting data and statistics in order to determine if the Homelessness Action Plan is working.

13) DISCUSSION AND CONSIDERATION TO APPROVE CO-SPONSORSHIP OF VETERANS OF FOREIGN WARS POST 3834 JOB FAIR EVENT AND USE OF THE CITY SEAL

Vice Mayor Mary Mendoza presented the staff report and responded to Councilmember questions.

Motion by Mayor Rodriguez, seconded by Councilmember Solorio to approve Co-Sponsorship of Veterans of Foreign Wars Post 3834 Job Fair Event that would contribute to development of stronger community ties and economic growth; approve the use of the City seal on the printed material and social media; pursuant to City Council Ordinance No. 1724; approve the Veterans of Foreign Wars Post 3834 request to waive the City's Facility Use Permit Fee; and authorize the participation in, use of the City seal, and waive City Facility Use Permit fees with City Manager approval. The motion carried, with Councilmember Fajardo absent.

14) UPDATE ON HOMELESS SERVICES PROVIDERS AND ACCOUNTABILITY METRICS

Councilmember Garcia withdrew the item from consideration.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

City Clerk Fritz reported on election resources including vote center locations and ballot tracking.

Director of Recreation and Community Services Salcedo commented on programming information and activities.

Director of Public Works Johnson mentioned the kick-off meeting regarding facilities improvement.

Director of Community Development Ramirez mentioned the next Planning and Preservation Commission meeting will be held on October 14, 2024.

Deputy City Manager/Economic Development Kith shared that on October 17, 2024 staff will be on a panel discussion regarding climate resiliency at the League of California Cities Annual Conference and Expo.

Director of Administrative Services Melton met with S&P Global Ratings in August to review the City's bond rating, which has been upgraded from "Strong" to "Very Strong." Additionally, the City received the GFOA's Certificate of Achievement for Excellence in Financial Reporting.

Police Chief Valdez reported that a portion of the allocated overtime funds will be used for DUI saturation patrols, traffic and parking enforcement, crime suppression, and prevention and intervention efforts. He also mentioned ongoing work to establish a San Fernando Community Coalition focused on addressing gang activity. Additionally, he announced the launch of the SVPD Instagram account and reported that National Night Out was a great success.

City Manager Kimball reported that the end-of-summer BBQ was well attended, noted he also participated as "Principal for a Day" at Vista Del Via, and next week, he will attend the League of California Cities Annual Conference, where he will serve as a panelist on the Climate Resiliency Panel. Additionally, he will be presenting in December at the League of California Cities on the future of municipal leadership.

GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES

Councilmember Solorio had no updates to report.

Councilmember Garcia thanked staff for their work, spoke about the teen program and about the city's homeless outreach program.

Vice Mayor Mendoza thanked staff for their presentations and mentioned she attended the National Night Out event.

Mayor Celeste Rodriguez thanked staff for their work, noted she attended the National Night Out event and commented on the after-school teen program.

ADJOURNMENT (9:52 p.m.)

Mayor Rodriguez adjourned the meeting to the regular meeting of October 21, 2024.

I do hereby certify that the foregoing is a true and correct copy of the minutes of the October 7, 2024, Regular and Special Joint meeting of the City Council and the Planning and Preservation Commission and approved by the San Fernando City Council at the meeting of _____.

_____
Julia Fritz, City Clerk

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CITY OF SAN FERNANDO
CITY COUNCIL

MINUTES
SPECIAL MEETING – 5:15 P.M.
REGULAR MEETING – 6:00 P.M.
MONDAY, OCTOBER 21, 2024

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

COUNCILMEMBER MARY SOLORIO
REMOTE TELECONFERENCE LOCATION
1425 HOLLISTER STREET
SAN FERNANDO, CA 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 Councilmember Joel Fajardo

Staff: City Manager Nick Kimball, City Attorney Richard Padilla

Absent: Councilmembers Mary Solorio and Victoria Garcia

APPROVAL OF AGENDA

Motion by Councilmembers Fajardo, seconded by Vice Mayor Mendoza 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.

It was noted that Councilmembers Mary Solorio and Victoria Garcia joined directly into Closed Session at 5:17 p.m.

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

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

B) CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54956.9(D)(4) – INITIATION OF LITIGATION:

Two (2) Matters

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 October 21, 2024 at 5:15 p.m.

ADJOURNMENT (6:04 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 6:04 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, 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. The motion carried, unanimously.

PRESENTATIONS

A. PRESENTATION OF EDUCATION COMMISSION CERTIFICATES OF RECOGNITION FOR OCTOBER STUDENTS OF THE MONTH FOR RESPONSIBILITY AND OWNERSHIP
Benjamin Urbina (Glenoaks Christian School)
Sydney Partida (Nueva Esparanza Charter Academy)

B. PRESENTATION OF CERTIFICATES OF RECOGNITION TO MEMBERS OF THE FILIPINO AMERICAN CHAMBER OF COMMERCE GREATER LOS ANGELES AND THE SAN FERNANDO MASONIC LODGE IN HONOR OF FILIPINO HERITAGE MONTH

C. PRESENTATION FROM GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT ON PROTECTION AND PREVENTION FROM THE WEST NILE VIRUS

D. PRESENTATION FROM LOS ANGELES CITY FIRE DEPARTMENT OPERATION VALLEY BUREAU REGARDING 2024 FIRE STATISTICS IN SAN FERNANDO

PUBLIC STATEMENTS

Anita Saldana spoke about concerns regarding code enforcement fines.

Curtis Wayne Johnson Junior spoke regarding public safety in the city and is in support of Agenda Item No. 5.

Miguel Luna spoke in support of Agenda Item No. 11.
The following spoke in opposition of the proposed townhome development Project No. SPR 2024-01 at 833 N. Brand Boulevard:

Cindy Navarro
Margarita Cervacio
Ignacio Vergara
Ricardo Benitez
Marta Gonzalez

Tomile Hakoopian
Julie Cuellar

City Attorney Padilla provided clarification on the development's status regarding Project No. SPR2024-01 at 833 Brand Boulevard; stated that the project was not approved at the Planning Commission level and the applicant of the project must file an appeal to the City Council to uphold or reverse the Planning Commission's decision.

Gustavo V. spoke regarding the political atmosphere during this election cycle.

Maria Carillo spoke in support of Agenda Item No. 8.

It was noted that the City Council recessed the meeting at 8:05 p.m. and reconvened at 8:13 p.m. with Councilmember Fajardo absent.

CONSENT CALENDAR

Councilmember Garcia requested to pull Consent Calendar Item No. 3 and 7 for discussion.

Motion by Councilmember Solorio, seconded by Councilmember Garcia to approve the Consent Calendar with the exception of Item No. 3 and 7.

1. CONSIDERATION TO APPROVE CITY COUNCIL MEETING MINUTES:

   July 10, 2012 – Special Meeting
   August 27, 2012 – Special Meeting
   c. May 20, 2024 – Regular Meeting
   d. October 7, 2024 – Special Meeting

2. CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER

4. CONSIDERATION TO APPROVE A MEMORANDUM OF UNDERSTANDING ESTABLISHING THE SALARY AND COMPENSATION PLAN FOR SAN FERNANDO MANAGEMENT GROUP, ADOPT A RESOLUTION APPROVING THE JOB SPECIFICATION FOR PLANNING MANAGER, AND ADOPT A RESOLUTION AMENDING THE SALARY PLAN FOR FISCAL YEAR 2024-2025

5. CONSIDERATION TO ADOPT A RESOLUTION ACCEPTING THE SOUTHERN CALIFORNIA ASSOCIATIONS OF GOVERNMENTS' REGIONAL EARLY ACTION PROGRAM 2.0 GRANT AND AUTHORIZE A MEMORANDUM OF UNDERSTANDING TO IMPLEMENT THE GRANT PROGRAM

6. CONSIDERATION TO APPROVE A FIRST AMENDMENT TO THE LEGAL SERVICES AGREEMENT WITH CIVICA LAW GROUP FOR ON-CALL CODE ENFORCEMENT LEGAL SERVICES

8. CONSIDERATION TO APPROVE CO-SPONSORSHIP OF AND PARTICIPATION IN THE 2024 PINK PATCH PROJECT

9. CONSIDERATION TO APPROVE A CONTRACT SERVICES AGREEMENT WITH PRECISION CONCRETE CUTTING THROUGH THE KEYSTONE PURCHASING NETWORK FOR SIDEWALK CONDITION ASSESSMENT SERVICES

The motion carried, with Councilmember Fajardo absent.

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

Councilmember Garcia requested to add the gravel/asphalt and the purchase of the backhoe to the status report.

Motion by Councilmember Solorio, seconded by Councilmember Garcia to approve Consent Calendar Item No. 3. The motion carried, with Councilmember Fajardo absent.

It was noted that Councilmember Fajardo joined the meeting at 8:29 p.m.

7. CONSIDERATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH HOPE THE MISSION FOR MENTAL HEALTH CLINICIAN SERVICES

Motion by Mayor Rodriguez, seconded by Councilmember Fajardo to approve a Professional Services Agreement (Contract No. 2308) with Hope the Mission for Mental Health Clinician Services; and authorize the City Manager, or designee, to make non-substantive changes and execute all related documents. The motion carried, unanimously.

ADMINISTRATIVE REPORTS

10. DISCUSSION AND CONSIDERATION TO APPROVE PROFESSIONAL SERVICES AGREEMENTS WITH HOME AGAIN LOS ANGELES AND NORTH VALLEY CARING SERVICES TO PROVIDE COMPREHENSIVE HOMELESS SERVICES

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

Motion by Councilmember Solorio, seconded by Mayor Rodriguez to approve a Professional Services Agreement with Home Again Los Angeles in an amount not to exceed $157,200, to provide comprehensive homeless services; authorize contingency of 10% of the annual contracted services amount, for homeless services-related costs and authorize City Manager to execute change orders as necessary up to contingency authority, within the annual authorized budget in a given fiscal year; and approve a Professional Services Agreement with North Valley Caring Services in an amount not to exceed $175,000, to provide comprehensive homeless services; authorize the City Manager, or designee, to make non-substantive edits and execute all related documents; and directed staff to provide monthly statistics on assistance/services provided, as available. The motion carried, unanimously.

11. DISCUSSION AND CONSIDERATION TO APPROVE A NON-EXCLUSIVE REVOCABLE LICENSE AGREEMENT WITH THE FERNANDEÑO TATAVIAM BAND OF MISSION INDIANS FOR ACCESS AND USE OF CINDY MONTAÑEZ NATURAL PARK

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

    Motion by Mayor Rodriguez, seconded by Councilmember Fajardo to approve a Non-Exclusive Revocable License Agreement with the Fernandeño Tataviam Band of Mission Indians (Contract No. 2307) for access and use of Cindy Montañez Natural Park; authorize the City Manager, or designee, to make non-substantive changes and execute all related documents. The motion carried, unanimously.

12. DISCUSSION AND CONSIDERATION REGARDING THE EXTERIOR PAINTING OF CITY HALL AND THE POLICE DEPARTMENT

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

    The City Council he City Council directed staff to bring back to the next Council meeting the following renderings for final approval to the Consent Calendar to reflect paint renderings as follows: option 4 for Police Department Building; option 3 for City Hall and replace Prairie Clay with Espresso Macchiato; and for the façade of City Hall, include "raised" "City Seal" at the top of building and the words "City Hall" across the middle.

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

    Mayor Celeste T. Rodriguez continued the item to the next regular meeting.

STAFF COMMUNICATION INCLUDING COMMISSION UPDATES

City Clerk Fritz provided updates regarding the election and commented on commission secretary training.

Director of Recreation and Community Services Salcedo provided update regarding programming information.

Director of Public Works Johnson presented samples of proposed city street signs, talked about the facilities assessment project, mentioned concerns with solicitors visiting residential properties to question the City’s water quality in an effort to sell water purification systems.

Director of Community Development Ramirez mentioned that the next Planning and Preservation Commission meeting will be held on November 12, 2024, to discuss the Downtown Master Plan and outdoor dining.

Director of Finance Melton mentioned that on the first Saturday of the month, City Hall will be open in order to allow finance staff to be available to assist water utility customers with outstanding balances, to sign up for payment arrangement plans.

Police Chief Valdez reminded the public regarding Halloween safety.

City Manager Kimball mentioned that subsequent to November 12 Planning and Preservation Commission meeting, the Downtown Master Plan will be brought to a City Council meeting to kick off phase 2; and suggested that the November 4 City Council meeting go dark due to the November 5 election activities, noting the next City Council meeting would be on November 18, 2024.

GENERAL CITY COUNCIL/BOARD MEMBER COMMENTS AND LIAISON UPDATES

Councilmember Fajardo was in support of going dark for the November 4, 2024 City Council meeting.

Councilmember Garcia mentioned she would defer to the consensus of the City Council regarding the November 4 meeting going dark, thanked staff for their work, and talked about closing the meeting in memory of former Councilmember Cindy Montañez.

Councilmember Solorio was in support of going dark for the November 4, 2024 City Council meeting and talked about the City's water quality.

Vice Mayor Mendoza acknowledged staff regarding project updates in Agenda Item No. 3, noted she attended the League of California Cities Annual Conference and Expo where she attended various break-out sessions and noted she attended the San Fernando Valley Council of Governments meeting as Board Chair and noted she was appointed to the League of California Cities LA County Division as a Regional Director.

Mayor Rodriguez stated the meeting will be closing in honor of former Councilmember Cindy Montañez; commented on parking related issues and requested staff to schedule an ad hoc meeting to discuss concerns; noted she attended the Providence Community Health Canvassing of San Fernando and Pacoima regarding social service needs; discussed the upcoming Olympics scheduled to be hosted in Los Angeles; attended the City Hall tour with the Valley Economic Alliance executive team; and attended a recycled water symposium.

ADJOURNMENT (10:02 p.m.)

By consensus, the City Council closed the meeting in memory of former Councilmember Cindy Montañez to the regular meeting of November 18, 2024.

I do hereby certify that the foregoing is a true and correct copy of the minutes of the October 21, 2024, Regular meeting and approved by the San Fernando City Council at the meeting of January 6, 2025.

_____
Julia Fritz, CMC
City Clerk

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Mary Mendoza and Councilmembers

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

Date: January 6, 2025

Subject: Consideration to Adopt Resolution Nos. 24-122 and 25-011 Approving the Warrant Registers of December 16, 2024 and January 6, 2025, Respectively

RECOMMENDATION:

It is recommended that the City Council:

a. Adopt Resolution No. 24-122 (Attachment "A") approving the Warrant Register dated December 16, 2024; and

b. Adopt Resolution No. 25-011 (Attachment "B") approving the Warrant Register dated January 6, 2025.

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 Treasure 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.

There is one (1) Warrant Registers attached due to the lack of a formal City Council meeting on December 16, 2024. Resolution No. 6212 (adopted August 3, 1992) approves the issuing of Warrants prior to City Council ratification due to cancellation of a regularly scheduled City Council meeting. A copy of the Resolution No. 6212 and the memorandums provided to the Director of Finance/City Treasurer approving the release of the Warrants are attached to this report (Attachments "C" & "D").

ATTACHMENTS:

A. Resolution No. 24-122; including:
   Exhibit A: Payment Demands/Voucher List
B. Resolution No. 25-011; including:
   Exhibit A: Payment Demands/Voucher List
C. Resolution No. 6212 (August 3, 1992)
D. Memorandums Approving Release of Warrant Register (December 16, 2024)

ATTACHMENT "A"

RESOLUTION NO. 24-122

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. 24-122

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 6th day of January 2025.

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

ATTEST:

Julia Fritz, City Clerk

RES. NO. 24-122

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. 24-122, which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 6th day of January, 2025, 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 January, 2025.

Julia Fritz, City Clerk

EXHIBIT "A"
RES. NO. 24-122

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
238498	12/16/2024	894913 24/7 FIRE PROTECTION	070-2863		CONSTRUCTION METER REFUND	
					070-2863	985.06
					Total :	**985.06**
238499	12/16/2024	894194 4LEAF, INC	J4163L.1-R		JULY'24-DEVELOPMENT OF STANDARI	
				13351	001-152-0000-4270	7,260.00
					Total :	**7,260.00**
238500	12/16/2024	891587 ABLE MAILING INC.	40067		MAILING AND FULFILLMENT SERVICES	
				13205	070-382-0000-4300	181.33
				13205	072-360-0000-4300	181.32
			40068		WATER ENVELOPE STORAGE-NOV 202	
					070-382-0000-4300	15.00
					072-360-0000-4300	15.00
					Total :	**392.65**
238501	12/16/2024	894924 ACKERMAN, PETER	50-4550-03		WATER ACCT REFUND-1025 N HUNTIN	
					070-2010	43.86
					Total :	**43.86**
238502	12/16/2024	894869 ACORN TECHNOLOGY SERVICES	11898		DEC'24-INFORMATION TECHNOLOGY M	
				13307	001-135-0000-4270	17,154.16
					Total :	**17,154.16**
238503	12/16/2024	894315 AG LAWNMOWER SHOP	558		SMALL EQUIPMENT REPAIR (LAWNMO'	
				13283	001-311-0000-4300	29.55
					Total :	**29.55**
238504	12/16/2024	894927 ALARCON, JAMES	62-2262-17		WATER ACCT REFUND-418 HARDING	
					070-2010	107.21
					Total :	**107.21**
238505	12/16/2024	100143 ALONSO, SERGIO	NOV 2024		MMAP INSTRUCTOR SERGIO ALONSO	
				13077	004-2359	1,190.00
					Total :	**1,190.00**
238506	12/16/2024	891069 AMERICAN ASPHALT SOUTH, INC.	2024-2027		PHASE 3 ANNUAL STREET RESURFACI	

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
238506	12/16/2024	891069 AMERICAN ASPHALT SOUTH, INC.	(Continued)			
				13176	025-311-0560-4600	398,026.47
				13176	121-311-0560-4600	8,278.23
				13176	024-311-0560-4600	248,115.87
				13176	011-311-0560-4600	87,746.50
				13176	012-311-0560-4600	84,043.86
					025-2037	-19,901.32
					121-2037	-413.91
					024-2037	-12,405.80
					011-2037	-4,387.33
					012-2037	-4,202.19
					Total :	**784,900.38**
238507	12/16/2024	894078 AMERICAN BUSINESS BANK	022		5% RETENTION HELD-UPPER RESERV	
					070-2037	8,867.95
					121-2037	1,988.62
			023		5% RETENTION HELD-UPPER RESERV	
					121-2037	8,403.99
					Total :	**19,260.56**
238508	12/16/2024	100188 ANDY GUMP INC.	INV1189894		PORTABLE TOILET SERVICES	
				13298	043-390-0000-4260	336.34
			INV1189895		PORTABLE TOILET SERVICES	
				13298	070-384-0000-4260	336.34
					Total :	**672.68**
238509	12/16/2024	894925 AREVALO, HELEN	50-4680-12		WATER ACCT REFUND-1030 ORANGE (	
					070-2010	117.69
					Total :	**117.69**
238510	12/16/2024	100222 ARROYO BUILDING MATERIALS, INC	302523		FOR MISC. LOCAL HARDWARE SUPPLI	
				13257	001-311-0000-4300	226.01
			302534		FOR MISC. LOCAL HARDWARE SUPPLI	
				13257	001-311-0000-4300	226.01
			302586		FOR MISC. LOCAL HARDWARE SUPPLI	
				13257	001-311-0000-4300	226.01
			302589		FOR MISC. LOCAL HARDWARE SUPPLI	

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
238510	12/16/2024	100222 ARROYO BUILDING MATERIALS, INC	(Continued)			
				13257	001-311-0000-4300	226.01
			302606		FOR MISC. LOCAL HARDWARE SUPPLI	
				13257	001-311-0000-4300	226.01
			302613		FOR MISC. LOCAL HARDWARE SUPPLI	
				13257	001-311-0000-4300	210.58
			302695		FOR MISC. LOCAL HARDWARE SUPPLI	
				13257	001-311-0000-4300	241.91
			302703		FOR MISC. LOCAL HARDWARE SUPPLI	
				13257	001-311-0000-4300	241.91
			302708		FOR MISC. LOCAL HARDWARE SUPPLI	
				13257	001-311-0000-4300	226.48
					Total :	**2,050.93**
238511	12/16/2024	102530 AT & T	818-270-2203		PD NETWORK LINE-NOV 2024	
					001-222-0000-4220	255.08
					Total :	**255.08**
238512	12/16/2024	891209 AUTONATION SSC	417582		TRANSMISSION, POWER TRSFR UNIT	
				13339	041-320-0228-4400	10,810.95
					Total :	**10,810.95**
238513	12/16/2024	894402 BANNER BANK	18104		5% RETENTION HELD-PACOIMA WASH	
					010-2037	2,705.31
			18316		5% RETENTION HELD-PACOIMA WASH	
					010-2037	1,406.53
					Total :	**4,111.84**
238514	12/16/2024	893591 BIOMEDICAL WASTE DISPOSAL	145778		BIOMEDICAL WASTE PICK-UP & DISPO	
					001-222-0000-4260	110.00
					Total :	**110.00**
238515	12/16/2024	894771 BRIGHTLY SOFTWARE INC.	INV-257711		FACILITY ASSESSMENT SERVICES	
				13343	001-310-0000-4270	5,068.63
					Total :	**5,068.63**
238516	12/16/2024	888800 BUSINESS CARD	091924		ANNUAL DOMAIN RENEWAL	

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
238516	12/16/2024	888800 BUSINESS CARD	(Continued)			
					001-135-0000-4260	60.00
			100824		RGSTR-8TH ANNUAL CITY MANAGER'S	
					001-105-0000-4370	85.00
			101624		SUBSRIPTION DUES	
					001-423-0000-4380	44.95
			112124-1		HP LASERJET PRO 300	
					001-133-0000-4300	219.40
			112124-2		SUPPLIES-SPORTS PROG	
					017-420-1330-4300	122.82
					017-420-1334-4300	224.55
			112124-3		SUPPLIES-SPORTS PROG	
					017-420-1330-4300	897.43
			112524		RIBBON-ID PRINTER	
					001-133-0000-4300	116.84
			112524		CHATGPT PLUS MONTHLY SUBSCRIPT	
					001-105-0000-4380	20.00
			112624		ONLINE SCHEDULING SERVICE	
					001-420-0000-4260	562.00
			112724		SUPPLIES-SPORTS PROG	
					017-420-1334-4300	75.61
			112924		SUPPLIES-HOLIDAY TREE LIGHTING	
					001-424-0000-4300	188.69
			120224		SUPPLIES-HOLIDAY TREE LIGHTING	
					001-424-0000-4300	9.91
			120224		MONTHLY EMAIL- DEC 2024	
					001-135-0000-4260	2,017.18
			120324		DINNER FOR CC MTG-12/02/24	
					001-101-0000-4300	193.38
			120424		SUPPLIES-SENIOR HOLIDAY PARTY	
					004-2346	63.68
			120424		SSL CERT FOR PD ADFS SERVER	
					001-135-0000-4260	336.00
			120624		VIRTUAL TRAINING- MASTERING TIME	
					001-115-0000-4360	75.00
			120624		SUPPLIES-HOLIDAY LUNCHEON	
					001-133-0000-4430	31.96

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
238516	12/16/2024	888800 888800 BUSINESS CARD	(Continued)		**Total :**	**5,344.40**
238517	12/16/2024	888800 BUSINESS CARD	112124		RGSTR (1)-FOOD HANDLER COURSE	
					001-225-3688-4360	6.79
			112924		FINANCE CHARGE	
					001-190-0000-4435	0.51
			121624		VARIOUS MONTHS FINANCE CHARGES	
					001-190-0000-4435	473.16
					Total :	**480.46**
238518	12/16/2024	100464 C.A.P.E.	120224		RGSTR-2025 TRAINING SEMINAR ON	
					001-222-0000-4360	450.00
					Total :	**450.00**
238519	12/16/2024	887810 CALGROVE RENTALS, INC.	192320-1		RENTAL OF EQUIPMENT	
				13230	070-384-0000-4260	267.51
					Total :	**267.51**
238520	12/16/2024	894805 CALIFORNIA CADET CORPS	FY24/25		CIF: PROGRAM SUPPLIES	
					053-101-0104-4430	500.00
					Total :	**500.00**
238521	12/16/2024	889056 CALLEROS, MARIA	REIMB.		MMAP CONFERENCE TRIP	
					109-424-3614-4260	689.71
					Total :	**689.71**
238522	12/16/2024	892465 CANON SOLUTIONS AMERICA, INC.	6009946801		FY 2024-2025 CANON MAINTENANCE &	
				13211	001-135-0000-4260	1,617.49
					Total :	**1,617.49**
238523	12/16/2024	894600 CARGILL, INCORPORATED	2910259789		NSF CERTIFIED BULK SALT FOR THE I	
				13240	070-384-0000-4300	6,067.48
			2910272829		NSF CERTIFIED BULK SALT FOR THE I	
				13240	070-384-0000-4300	6,114.16
					Total :	**12,181.64**
238524	12/16/2024	891860 CARL WARREN & COMPANY	20709-20717		REIMB. TO ITF ACCT (LIABILITY CLAIMS	
					006-1037	31,992.02

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
238524	12/16/2024	891860 891860 CARL WARREN & COMPANY	(Continued)		**Total :**	**31,992.02**
238525	12/16/2024	894921 CARLIN, ARMANDO D.	1003		DJ SERVICES-SENIORS NEW YEAR'S D	
					004-2380	700.00
					Total :	**700.00**
238526	12/16/2024	894010 CHARTER COMMUNICATIONS	187701901111424		PD CABLE SRV - 11/18-12/17	
					001-222-0000-4260	237.07
			187702001110724		PD 5G INTERNET SRVS-11/10-12/09	
					010-225-3698-4500	2,600.00
					Total :	**2,837.07**
238527	12/16/2024	887917 CHIASSON, COURTNEY JAMES	REIMB.		HALLOWEEN SUPPLIES	
					001-222-0000-4300	99.95
					Total :	**99.95**
238528	12/16/2024	100731 CITY OF LOS ANGELES	WP250000024		WASTE WATER OPERATIONS & MAINT	
				13286	072-360-0629-4260	8,302.94
					Total :	**8,302.94**
238529	12/16/2024	101957 CITY OF LOS ANGELES, FIRE DEPT	SF250000007		FIRE SERVICES-JAN 2025	
					001-500-0000-4260	278,951.50
					Total :	**278,951.50**
238530	12/16/2024	103029 CITY OF SAN FERNANDO	6819-6866		REIMB. TO WORKERS COMP ACCT	
					006-1038	24,911.47
					Total :	**24,911.47**
238531	12/16/2024	890893 CITY OF SAN FERNANDO	DEC 2024		CITY PROPERTY UTILITY BILLING	
					043-390-0000-4210	20,324.37
					Total :	**20,324.37**
238532	12/16/2024	890893 CITY OF SAN FERNANDO	FY24/25		FEE WAIVER:REC SCHOLARSHIP PRO	
					001-190-0000-4430	955.64
					Total :	**955.64**
238533	12/16/2024	890893 CITY OF SAN FERNANDO	FY 24/25		CIF: TBC HOLIDAY GATHERING	
					053-101-0107-4430	150.00

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
238533	12/16/2024	890893 890893 CITY OF SAN FERNANDO	(Continued)		**Total :**	**150.00**
238534	12/16/2024	894794 CIVICA LAW GROUP, APC	14674		CODE ENFORCEMENT LEGAL SERVICI	
				13188	001-152-0000-4270	1,165.18
			14675		CODE ENFORCEMENT LEGAL SERVICI	
				13188	001-152-0000-4270	2,147.74
			14676		CODE ENFORCEMENT LEGAL SERVICI	
				13188	001-152-0000-4270	45.06
					Total :	**3,357.98**
238535	12/16/2024	894926 CORNWELL, LIESE	41-0845-11		WATER ACCT REFUND-667 CORK	
					070-2010	120.00
					Total :	**120.00**
238536	12/16/2024	102003 COUNTY OF LOS ANGELES	RE-PW-24090901204		CITYWIDE CURB PAINTING/STRIPING-A	
				13344	121-311-3689-4600	87,204.23
			RE-PW-24100701842		CITYWIDE CURB PAINTING/STRIPING-S	
				13344	121-311-3689-4600	81,683.82
			RE-PW-24111202404		INDUSTRIAL WASTE CHARGES-OCT 2(	
				13301	072-360-0000-4450	8,654.22
			RE-PW-24111202477		CITYWIDE CURB PAINTING/STRIPING-(	
				13344	121-311-3689-4600	9,820.61
					Total :	**187,362.88**
238537	12/16/2024	100491 CPS HR CONSULTING	TR-INV005265		TESTING MATERIALS-POLICE COMMAI	
					001-133-0000-4270	533.50
					Total :	**533.50**
238538	12/16/2024	893904 CRICKET CONSULTING	1546		SCADA PROGRAMMING, EQUIP., INSTA	
				13225	070-384-0000-4260	1,957.10
					Total :	**1,957.10**
238539	12/16/2024	889794 CUELLAR, JULIE	NOV 2024		COMMISSIONER'S STIPEND	
					001-420-0000-4111	100.00
					Total :	**100.00**
238540	12/16/2024	894826 CUMMINGS, RANDAL	37-0050-10		WATER ACCT REFUND-560 CHATSWOF	
					070-2010	68.57

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238540	12/16/2024	894826 894826 CUMMINGS, RANDAL	(Continued)		**Total :**	**68.57**
238541	12/16/2024	887121 DELL MARKETING L.P.	10784336638		10 RCS LEARNING CENTER COMPUTE	
				13340	121-135-3689-4260	13,923.65
					Total :	**13,923.65**
238542	12/16/2024	891230 DELTA DENTAL INSURANCE COMPANY	REPL-235071		REPL STL DTD CK-DENTAL INS BEN- M	
					001-2140	195.30
					Total :	**195.30**
238543	12/16/2024	893969 DIAMOND ENVIRONMENTAL SERVICES	0005859967		PORTABLE RESTROOMS-HOLIDAY TRE	
					001-424-0000-4260	956.75
					Total :	**956.75**
238544	12/16/2024	894917 DIY GIRLS	FY24/25		CIF: STEM PROGRAM	
					053-101-0104-4430	500.00
					Total :	**500.00**
238545	12/16/2024	891650 ENTERPRISE FLEET	FBN5211160		LEASE OF TEN VEHICLES FOR 3 DIVIS	
				13278	041-420-0000-4500	873.37
				13278	041-311-0000-4500	8,488.10
				13278	041-152-0000-4500	1,575.77
					Total :	**10,937.24**
238546	12/16/2024	894900 ERICK'S AUTO GLASS	396		VEHICLE MAINT-PW4609	
					041-320-0346-4400	394.35
					Total :	**394.35**
238547	12/16/2024	890879 EUROFINS EATON ANALYTICAL, INC	3800069406		FULL-SERVICE ENVIRONMENTAL CITY	
				13226	070-384-0000-4260	4,960.00
					Total :	**4,960.00**
238548	12/16/2024	103851 EVERSOFT, INC.	R2525046		WATER SOFTENER RENTAL-WELL 4A	
					070-384-0000-4260	240.24
					Total :	**240.24**
238549	12/16/2024	893800 FAJARDO, JOANNE	NOV 2024		SENIOR ZUMBA AND CHAIR ZUMBA INS	
				13282	017-420-1322-4260	368.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
238549	12/16/2024	893800 893800 FAJARDO, JOANNE	(Continued)		**Total :**	**368.00**
238550	12/16/2024	892198 FRONTIER COMMUNICATIONS	818-361-2385-012309		MTA & CREDIT CARD PHONE LINES	
					007-440-0441-4220	159.18
					001-190-0000-4220	318.36
			818-361-6728-080105		ENGINEERING FAX LINE	
					001-310-0000-4220	46.01
			818-361-7825-120512		RUDY ORTEGA PARK IRR SYSTEM	
					001-420-0000-4220	90.79
			818-365-5097-120298		POLICE NARCOTICS VAULT	
					001-222-0000-4220	45.60
			818-837-1509-032207		PUBLIC WORKS PHONE LINE	
					001-190-0000-4220	46.01
			818-837-2296-031315		VARIOUS CITY HALL LINES	
					001-190-0000-4220	379.32
			818-838-4969-021803		POLICE DEPT ALARM PANEL	
					001-222-0000-4220	169.80
			818-898-7385-033105		LP PARK FAX LINE	
					001-420-0000-4220	49.67
					Total :	**1,304.74**
238551	12/16/2024	894923 GAETA, YOLANDA	54-1242-12		WATER ACCT REFUND-1233 WARREN	
					070-2010	96.79
					Total :	**96.79**
238552	12/16/2024	894799 GALVAN, OSVALDO MIGUEL	12022024		BAL DUE-MUSICAL TRIO-SENIOR DANC	
					004-2380	100.00
					Total :	**100.00**
238553	12/16/2024	894841 GONZALEZ, MICAELA	REIMB.		MISC SUPPLIES-SENIOR PROG	
					004-2346	96.53
					001-424-0000-4300	3.15
					Total :	**99.68**
238554	12/16/2024	892550 GOVEA, DAVID	AUG 2024		COMMISSIONER'S STIPEND	
					001-420-0000-4111	100.00
			NOV 2024		COMMISSIONER'S STIPEND	

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238554	12/16/2024	892550 GOVEA, DAVID	(Continued)			
					001-420-0000-4111	100.00
			OCT 2024		COMMISSIONER'S STIPEND	
					001-420-0000-4111	100.00
			SEPT 2024		COMMISSIONER'S STIPEND	
					001-420-0000-4111	100.00
					Total :	**400.00**
238555	12/16/2024	894920 GOVERNMENT FORMS AND SUPPLIES	0351128		HAND HELD SEAL EMBOSSER	
					001-115-0000-4300	98.11
					Total :	**98.11**
238556	12/16/2024	101376 GRAINGER, INC.	9314092025		BUILDING SUPPLIES, ELECTRICAL & W	
				13302	043-390-0000-4300	136.38
			9318564862		BUILDING SUPPLIES, ELECTRICAL & W	
				13302	001-370-0000-4300	178.96
			9321314453		BUILDING SUPPLIES, ELECTRICAL & W	
				13302	043-390-0000-4300	383.44
			9321592074		BUILDING SUPPLIES, ELECTRICAL & W	
				13302	001-311-0000-4300	135.42
					Total :	**834.20**
238557	12/16/2024	894407 GRAYBAR FINANCIAL SERVICES	17579800		DEC-VOIP MONTHLY LEASE PAYMENT	
					001-190-0000-4220	944.54
					001-222-0000-4220	944.54
					001-420-0000-4220	404.80
					070-384-0000-4220	404.79
					Total :	**2,698.67**
238558	12/16/2024	101434 GUZMAN, JESUS ALBERTO	NOV 2024		MMAP INSTRUCTOR	
				13067	004-2359	1,300.00
					Total :	**1,300.00**
238559	12/16/2024	888647 HDL SOFTWARE, LLC	SIN045196		BUSINESS LICENSE ADMIN SERVICES-	
				13241	001-130-0000-4260	8,121.84
					Total :	**8,121.84**

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238560	12/16/2024	101512 HDL, COREN & CONE	SIN044475		CONTRACT SERVICES - PROPERTY TA	
				13242	001-130-0000-4270	1,713.14
					Total :	**1,713.14**
238561	12/16/2024	893817 HERNANDEZ MOLINA, MARIO ALBERTO	NOV 2024		MMAP INSTRUCTOR MARIO HERNANI	
				13079	004-2359	720.00
					Total :	**720.00**
238562	12/16/2024	893804 INDUSTRIAL SHOEWORKS	I100-1432609		SAFETY BOOTS	
					070-384-0000-4310	165.38
					Total :	**165.38**
238563	12/16/2024	893275 INTERWEST CONSULTING GROUP	1067595		ON-CALL PROFESSIONAL BUILDING, S	
				13250	001-140-0000-4270	4,800.00
			600796		510 PARK AVE FIRE PLAN REVIEW/INSI	
				13292	001-2203	1,920.00
			866884		ON-CALL PROFESSIONAL BUILDING, S	
				13250	001-140-0000-4270	16,720.00
					Total :	**23,440.00**
238564	12/16/2024	892682 IPS GROUP, INC.	INV100081		SMART PARKING METER-JULY 2024	
				13345	029-335-0000-4600	776.38
			INV101160		SMART PARKING METER-AUG 2024	
				13345	029-335-0000-4600	782.62
			INV102249		SMART PARKING METER-SEPT 2024	
				13345	029-335-0000-4600	751.16
			INV103349		SMART PARKING METER-OCT 2024	
				13345	029-335-0000-4600	768.32
			INV104604		SMART PARKING METER-NOV 2024	
				13345	029-335-0000-4600	742.07
			INV96879		SMART PARKING METER-APRIL 2024	
				13345	029-335-0000-4600	738.61
			INV97283		SMART PARKING METER	
				13345	029-335-0000-4600	2,670.29
			INV97880		SMART PARKING METER-MAY 2024	
				13345	029-335-0000-4600	739.91
			INV99073		SMART PARKING METER-JUNE 2024	

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238564	12/16/2024	892682 IPS GROUP, INC.	(Continued)			
				13345	029-335-0000-4600	742.25
					Total :	**8,711.61**
238565	12/16/2024	891777 IRRIGATION EXPRESS	15303696-00		IRRIGATION SUPPLIES FOR REPAIRS &	
				13258	043-390-0000-4300	80.64
					Total :	**80.64**
238566	12/16/2024	894144 JIMENEZ, DAVID	NOV 2024		MOVEMENT FOR LIFE INSTRUCTOR	
					017-420-1322-4260	119.00
					Total :	**119.00**
238567	12/16/2024	894823 KARINA SWEEPING LLC	0034		NOV'24-SWEEPING SERVICES- PARKIN	
				13330	023-311-0000-4260	7,200.00
					Total :	**7,200.00**
238568	12/16/2024	101768 KIMBALL-MIDWEST	102810434		MISC SUPPLIES	
					041-1215	504.81
					Total :	**504.81**
238569	12/16/2024	102007 L.A. COUNTY SHERIFFS DEPT.	251100BL		PRE-PACKAGED, PREPARED INMATE M	
				13316	001-225-0000-4350	521.96
					Total :	**521.96**
238570	12/16/2024	101971 L.A. MUNICIPAL SERVICES	694-7510-1000		ELECTRIC & WATER-13180 DRONFIELI	
					070-384-0000-4210	12,246.38
					Total :	**12,246.38**
238571	12/16/2024	893218 LAZARO, ERNESTO	NOV 2024		MMAP INSTRUCTOR ERNESTO LAZAR	
				13100	004-2359	490.00
				13100	004-2360	50.00
					Total :	**540.00**
238572	12/16/2024	891080 LOPEZ, PATTY	NOV 2024		COMMISSIONER'S STIPEND	
					001-420-0000-4111	100.00
					Total :	**100.00**
238573	12/16/2024	101974 LOS ANGELES COUNTY	OCT 2024		ANIMAL CARE & CONTROL SERVICES	

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238573	12/16/2024	101974 LOS ANGELES COUNTY	(Continued)			
				13245	001-190-0000-4260	12,440.65
					Total :	**12,440.65**
238574	12/16/2024	892477 LOWES	9747-82358		SUPPLIES-ELECTRIC DIV	
					001-370-0000-4300	249.77
			9747-82394		SUPPLIES-HOLIDAY TREE ON BRAND	
					043-390-0000-4300	638.18
					Total :	**887.95**
238575	12/16/2024	894915 MACLAY EVENT RENTALS	120224		DANCE FLOOR RENTAL-HOLIDAY TREI	
					004-2385	798.00
					Total :	**798.00**
238576	12/16/2024	894780 MARISCAL NAVARRO, SONIA	NOV 2024		COMMISSIONER'S STIPEND	
					001-420-0000-4111	100.00
			OCT 2024		COMMISSIONER'S STIPEND	
					001-420-0000-4111	100.00
			SEPT 2024		COMMISSIONER'S STIPEND	
					001-420-0000-4111	100.00
					Total :	**300.00**
238577	12/16/2024	894922 MARTINEZ, REBECCA	39-2925-10		WATER ACCT REFUND-1243 MOTT	
					070-2010	87.70
					Total :	**87.70**
238578	12/16/2024	888242 MCI COMM SERVICE	7DK54968		MTA PHONE LINES	
					007-440-0441-4220	39.73
					Total :	**39.73**
238579	12/16/2024	893200 MCKESSON MEDICAL-SURGICAL	22909859		MEDICAL SUPPLIES	
					001-225-0000-4350	207.91
					Total :	**207.91**
238580	12/16/2024	894580 MENDOZA, VANESSA E.	NO16		ENTERTAINMENT-HOLIDAY TREE LIGH	
					004-2385	600.00
					Total :	**600.00**

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238581	12/16/2024	894390 MIRZAKHANIAN, TADEH	60-0396-08		WATER ACCT REFUND-433 NEWTON	
					070-2010	55.39
					Total :	**55.39**
238582	12/16/2024	102226 MISSION LINEN SUPPLY	1601395404		LAUNDRY SERVICES FOR PD-LATE CH	
				13252	001-225-0000-4350	15.40
			522803189		LAUNDRY SERVICES FOR PD	
				13252	001-225-0000-4350	383.85
			522846759		LAUNDRY SERVICES FOR PD	
				13252	001-225-0000-4350	383.85
					Total :	**783.10**
238583	12/16/2024	893934 MORA, JUAN LUIS	MCB-1124		BASEBALL CONSULTANT AND UMPIRE	
				13270	017-420-1330-4260	2,180.00
					Total :	**2,180.00**
238584	12/16/2024	894004 MURILLO, NICHOLAS	REIMB.		K9 FOOD & SUPPLIES	
					001-225-0000-4270	161.41
			REIMB.		K9 FOOD & SUPPLIES	
					001-225-0000-4270	153.05
					Total :	**314.46**
238585	12/16/2024	894760 NATIONAL COATING & LINNING	20593-001		RESERVOIRS 2A AND 5 REMOVE & REI	
				13201	070-385-0000-4600	56,465.00
					Total :	**56,465.00**
238586	12/16/2024	893405 NEW HORIZON	2872125		LP PHONE SERVICE-DEC 2024	
					001-420-0000-4220	304.95
					Total :	**304.95**
238587	12/16/2024	894645 NINJA NINJA	NOV-DEC 2024		MARTIAL ARTS INSTRUCTOR	
				13215	017-420-1326-4260	803.00
					Total :	**803.00**
238588	12/16/2024	102412 NORTHEAST VALLEY HEALTH CORP.	FY 24/25		CIF: ANNUAL TOY DRIVE	
					053-101-0104-4430	500.00
					Total :	**500.00**

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238589	12/16/2024	894100 ODP BUSINESS SOLUTIONS , LLC	390560097001		OFFICE SUPPLIES	
					001-420-0000-4300	49.30
			393696913001		OFFICE SUPPLIES	
					001-222-0000-4300	25.46
			393698147001		OFFICE SUPPLIES	
					001-222-0000-4300	123.92
			394670813001		COPY PAPER	
					001-222-0000-4300	433.19
			394825054001		OFFICE SUPPLIES	
					001-130-0000-4300	86.08
			394832144001		OFFICE SUPPLIES	
					001-130-0000-4300	116.16
			394832144002		OFFICE SUPPLIES	
					001-130-0000-4300	14.98
			394832146001		OFFICE SUPPLIES	
					001-130-0000-4300	21.71
			395673171001		OFFICE SUPPLIES	
					001-222-0000-4300	83.12
			396672872001		OFFICE SUPPLIES	
					001-222-0000-4300	95.54
			396673279001		OFFICE SUPPLIES	
					001-222-0000-4300	52.25
			396673281001		OFFICE SUPPLIES	
					001-222-0000-4300	19.43
			396673285001		OFFICE SUPPLIES	
					001-222-0000-4300	44.86
			397369216001		TONER	
					001-310-0000-4300	440.92
			397369217001		OFFICE SUPPLIES	
					001-310-0000-4300	271.88
			398065180001		OFFICE SUPPLIES	
					001-130-0000-4300	151.98
			398071021001		OFFICE SUPPLIES	
					001-130-0000-4300	7.55
					Total :	**2,038.33**
238590	12/16/2024	894123 OLIVAREZ MADRUGA LAW	26317		LEGAL SERVICES	

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238590	12/16/2024	894123 OLIVAREZ MADRUGA LAW	(Continued)			
					001-110-0000-4270	25,867.77
					070-110-0000-4270	2,296.00
			26318		LEGAL SERVICES	
					001-110-0000-4270	676.20
					Total :	**28,839.97**
238591	12/16/2024	890095 O'REILLY AUTOMOTIVE STORES INC	4605-200344		VEHICLE MAINT	
					043-390-0000-4300	22.03
			4605-200353		VEHICLE MAINT-PK0083	
					041-320-0390-4400	39.66
			4605-200411		VEHICLE MAINT-PK0083	
					041-320-0390-4400	47.75
					Total :	**109.44**
238592	12/16/2024	894631 OSMININA, ZHANNA	OCT-DEC 2024		ACADEMIC ART CLASS INSTRUCTOR	
				13216	017-420-1343-4260	416.00
					Total :	**416.00**
238593	12/16/2024	894056 PACIFIC HYDROTECH CORPORATION	022		UPPER RESERVOIR REPLACEMENT PI	
				12642	070-385-0716-4600	159,356.07
				12642	121-385-0716-4600	39,772.25
				12642	070-385-0000-4600	18,003.00
					121-2037	-1,988.62
					070-2037	-8,867.95
			023		UPPER RESERVOIR REPLACEMENT PI	
				12642	121-385-0716-4600	168,079.86
					121-2037	-8,403.99
					Total :	**365,950.62**
238594	12/16/2024	892958 PADILLA'S AUTO CENTER	111524		VEHICLE MAINT-PD2521	
					041-320-0225-4400	80.00
			111624		VEHICLE MAINT-PW2115	
					041-320-0311-4400	1,600.00
					Total :	**1,680.00**
238595	12/16/2024	892360 PARKING COMPANY OF AMERICA	INVM0019253		PUBLIC TRANSPORTATION SERVICES-	

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238595	12/16/2024	892360 PARKING COMPANY OF AMERICA	(Continued)			
				13320	007-440-0442-4260	50,899.24
					Total :	**50,899.24**
238596	12/16/2024	893933 PORTA-STOR	438868		MCB STORAGE BIN RENTAL-NOV 2024	
					017-420-1330-4260	82.00
					Total :	**82.00**
238597	12/16/2024	894746 PRECISION CIVIL	30674		ZONING CODE UPDATES	
				13179	001-150-0000-4270	18,602.50
					Total :	**18,602.50**
238598	12/16/2024	102688 PROFESSIONAL PRINTING CENTERS	22825		PRE-PRINTED FORMS	
				13274	001-424-0000-4300	218.30
			22826		PRE-PRINTED FORMS	
				13274	001-423-0000-4270	65.05
			22845		PRE-PRINTED FORMS	
				13274	004-2346	109.15
			22919		PRE-PRINTED FORMS	
				13274	070-383-0000-4310	539.12
			22923		PRE-PRINTED FORMS	
				13274	001-423-0000-4270	98.12
			22954		PRE-PRINTED FORMS	
				13274	001-130-0000-4300	340.67
			22958		PRE-PRINTED FORMS	
				13274	001-130-0000-4300	252.47
					Total :	**1,622.88**
238599	12/16/2024	894306 QUENCH USA, INC.	INV08226599		DRINKING WATER	
					001-222-0000-4300	114.61
					Total :	**114.61**
238600	12/16/2024	894889 QUINN COMPANY	WO840086574		EQUIPMENT, PRODUCTS & SERVICES	
				13348	072-360-0000-4400	4,706.00
			WO840086885		EQUIPMENT, PRODUCTS & SERVICES	
				13348	001-311-0000-4400	4,250.87
					Total :	**8,956.87**

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
238601	12/16/2024	894408 RINCON CONSULTANTS INC	61617		STAFF AUGMENTATION SERVICES	
				13181	001-150-0000-4270	11,557.75
					Total :	**11,557.75**
238602	12/16/2024	887296 ROBLEDO, OLIVIA	AUG 2024		COMMISSIONER'S STIPEND	
					001-420-0000-4111	100.00
			NOV 2024		COMMISSIONER'S STIPEND	
					001-420-0000-4111	100.00
			OCT 2024		COMMISSIONER'S STIPEND	
					001-420-0000-4111	100.00
			SEPT 2024		COMMISSIONER'S STIPEND	
					001-420-0000-4111	100.00
					Total :	**400.00**
238603	12/16/2024	894782 SALCEDO, JULIO	REIMB.		PIZZA-TBC PROG THANKSGIVING CEL	
					001-423-0000-4300	256.42
					Total :	**256.42**
238604	12/16/2024	103051 SAN FERNANDO POLICE	FY 24/25		CIF: ANNUAL CHRISTMAS BASKET PR(	
					053-101-0104-4430	400.00
					Total :	**400.00**
238605	12/16/2024	891253 SAN FERNANDO SMOG TEST ONLY	1333		SMOG TEST-PW4412-E1200076	
					041-320-0000-4450	68.00
					Total :	**68.00**
238606	12/16/2024	103064 SAN GABRIEL VALLEY CITY	121824-1		RGSTR (2)-MONTHLY MTG ON 12/18/24	
					001-105-0000-4370	80.00
			121824-2		RGSTR (1)-MONTHLY MTG ON 12/18/24	
					001-107-0000-4370	40.00
					Total :	**120.00**
238607	12/16/2024	889417 SAN GABRIEL VALLEY COUNCIL	SGV-ULAR-25-11		ADMINISTRATION & COST SHARING F(	
				13349	070-381-0000-4260	7,604.00
					Total :	**7,604.00**
238608	12/16/2024	894125 SANCHEZ, NATASHA	NOV 2024		COMMISSIONER'S STIPEND	
					001-420-0000-4111	100.00

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
238608	12/16/2024	894125 894125 SANCHEZ, NATASHA	(Continued)		**Total :**	**100.00**
238609	12/16/2024	103077 SANTA ROSA SCHOOL	FY24/25		CIF: COMMUNITY GARDEN	
					053-101-0104-4430	500.00
					Total :	**500.00**
238610	12/16/2024	103184 SMART & FINAL	0019		CALLES VERDES EVENT-11/23/24	
					001-310-0000-4300	74.13
			0104		WATER	
					001-222-0000-4300	13.19
			0180		WINTER CAMP SUPPLIES	
					017-420-1399-4300	41.65
			0210		PARKING PERMIT COMMUNITY MTG-11	
					001-310-0000-4300	45.68
			0211		PARKING PERMIT COMMUNITY MTG-11	
					001-310-0000-4300	37.23
			0212		PARKING PERMIT COMMUNITY MTG-11	
					001-310-0000-4300	21.32
					Total :	**233.20**
238611	12/16/2024	103193 SNAP-ON INDUSTRIAL	ARV/63073277		JUMP PACK	
					041-320-0000-4320	276.71
			ARV/63087917		OBD11 CABLE	
					041-320-0000-4320	16.36
					Total :	**293.07**
238612	12/16/2024	894919 SOMOS FAMILIA VALLE	FY 24/25		CIF: SOMOS ESTRELLAS 10YR ANNIVE	
					053-101-0104-4430	500.00
					Total :	**500.00**
238613	12/16/2024	103202 SOUTHERN CALIFORNIA EDISON CO.	600000512389		ELECTRIC-VARIOUS LOCATIONS	
					027-344-0000-4210	11,896.39
					029-335-0000-4210	3,165.30
					070-384-0000-4210	16,232.01
					074-320-0000-4210	6,868.31
					043-390-0000-4210	7,100.82
					Total :	**45,262.83**

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
238614	12/16/2024	894275 STAPLES, INC.	6017663725		BREAK ROOM SUPPLIES	
					001-190-0000-4300	161.81
					Total :	**161.81**
238615	12/16/2024	100532 STATE OF CALIFORNIA, DEPARTMENT OF JUS	765739		DOJ LIVESCAN FINGERPRINTING SER'	
				13317	004-2386	2,313.00
				13317	001-222-0000-4270	132.00
					Total :	**2,445.00**
238616	12/16/2024	894649 STERLING ADMINISTRATION	822206		FSA FUNDING CONTRIBUTION	
					004-2365	506.64
					Total :	**506.64**
238617	12/16/2024	894130 SUNBURST UNIFORMS	2205		UNIFORMS & ACCESSORIES	
				13333	001-222-0000-4300	2,021.04
					Total :	**2,021.04**
238618	12/16/2024	888621 SWRCB	SW-0298374		NPDES ANNUAL PERMIT FEE	
					070-381-0000-4450	10,920.00
					Total :	**10,920.00**
238619	12/16/2024	893955 TALLEY, BRIDGET LAINE	DEC 2024		CHAIR YOGA DEMO	
					017-420-1321-4260	50.00
			NOV 2024		CHAIR YOGA INSTRUCTOR	
					017-420-1321-4260	231.00
					Total :	**281.00**
238620	12/16/2024	101528 THE HOME DEPOT CRC	1014256		SANDBAGS	
					001-311-0000-4300	573.30
			1515963		EQUIP FOR WELL SITES	
					070-384-0000-4310	182.77
			612301		MATL'S FOR MACLAY IRRIG REPAIRS	
					001-311-0000-4300	210.71
			7521263		TOOLS FOR WELL SITE STATE INSPEC	
					070-384-0000-4340	230.21
			8025048		MATL'S FOR MACLAY IRRIG REPAIRS	
					001-311-0000-4300	33.11

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
238620	12/16/2024	101528 THE HOME DEPOT CRC	(Continued)			
			9024939		MATL'S FOR MACLAY IRRIG REPAIRS	
					001-311-0000-4300	148.32
					Total :	**1,378.42**
238621	12/16/2024	894052 THE LANGUAGE PROS, INC.	1875		INTERPRETATION AND TRANSLATION S	
				13219	001-101-0000-4270	405.00
			1881		INTERPRETATION AND TRANSLATION S	
				13219	001-101-0000-4270	405.00
			1885		INTERPRETATION AND TRANSLATION S	
				13219	001-101-0000-4270	810.00
			1889		INTERPRETATION AND TRANSLATION S	
				13219	001-101-0000-4270	810.00
					Total :	**2,430.00**
238622	12/16/2024	890833 THOMSON REUTERS	851116830		DETECTIVE INVESTIGATIVE SOFTWAR	
				13260	001-135-0000-4260	304.21
					Total :	**304.21**
238623	12/16/2024	888399 TORO ENTERPRISES INC.	18104		PACOIMA WASH BIKEWAY & PEDESTRI	
				12885	010-311-0567-4600	54,106.10
					010-2037	-2,705.31
			18316		PACOIMA WASH BIKEWAY & PEDESTRI	
				12885	010-311-0567-4600	28,130.53
					010-2037	-1,406.53
					Total :	**78,124.79**
238624	12/16/2024	893504 TOWN HALL STREAMS, LLC	16150		STREAMING SERVICES-DEC 2024	
					001-115-0000-4260	175.00
					Total :	**175.00**
238625	12/16/2024	101028 TYLER TECHNOLOGIES, INC.	045-493679		ANNUAL EDEN SYSTEM MAINT. SUPPC	
				13358	070-382-0000-4260	6,856.18
				13358	072-360-0000-4260	6,856.19
				13358	001-135-0000-4260	37,773.63
					Total :	**51,486.00**

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
238626	12/16/2024	889069 U.S. BANK NATIONAL ASSOCIATION	2743368		2021A BOND-PRINCIPAL & INT. PAYMEI	
					018-190-0872-4429	1,040,000.00
					018-190-0872-4405	351,259.07
					018-190-0000-4265	-1,525.05
					Total :	**1,389,734.02**
238627	12/16/2024	889069 U.S. BANK NATIONAL ASSOCIATION	2743369		2021B BOND-PRINCIPAL & INT. PAYMEI	
					070-2043	113,150.00
					070-180-0872-4405	41,130.79
					072-2043	41,850.00
					072-180-0872-4405	15,213.14
					Total :	**211,343.93**
238628	12/16/2024	103463 U.S. POSTMASTER	DEC 2024		POSTAGE-DEC UTILITY BILLS	
					070-382-0000-4300	718.97
					072-360-0000-4300	718.97
			PERMIT 64		PERMIT NO.64 RENEWAL FEE	
					070-382-0000-4300	175.00
					072-360-0000-4300	175.00
					Total :	**1,787.94**
238629	12/16/2024	103445 UNDERGROUND SERVICE ALERT	1120240693		(58) SNF01 NEW TICKET CHARGES	
					070-381-0000-4260	110.63
					072-360-0000-4260	110.63
					001-370-0000-4310	110.64
			24-251879		CA STATE FEE REGULATORY COSTS	
					070-381-0000-4260	10.32
					072-360-0000-4260	10.32
					001-370-0000-4310	10.32
					Total :	**362.86**
238630	12/16/2024	889287 UNITED TRUCK CENTERS	75869		REPL NOX SENSOR, CAB AIR BAG & C/	
				13342	072-360-0000-4400	4,037.87
					Total :	**4,037.87**
238631	12/16/2024	893740 UTILITY SYSTEMS SCIENCE &	COSF_11/09-12/08/24		CLOUD BASED FLOW MONITORING - S	
				13324	072-360-0000-4260	770.00

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
238631	12/16/2024	893740 893740 UTILITY SYSTEMS SCIENCE &	(Continued)		**Total :**	**770.00**
238632	12/16/2024	103534 VALLEY LOCKSMITH	0369		LOCKSMITH SERVICES FOR ALL FACIL	
				13306	070-384-0000-4330	315.00
					Total :	**315.00**
238633	12/16/2024	891220 VAN LANT & FANKHANEL, LLP	071124		ANNUAL CITY AUDIT SERVICES	
				13238	001-130-0000-4270	7,250.00
				13238	070-381-0000-4270	3,625.00
				13238	072-360-0000-4270	3,625.00
					Total :	**14,500.00**
238634	12/16/2024	103574 VERDIN, FRANCISCO JAVIER	SEPT-DEC 2024		FOLKLORICO DANCE CLASS INSTRUC	
				13222	017-420-1362-4260	1,442.00
					Total :	**1,442.00**
238635	12/16/2024	100101 VERIZON WIRELESS-LA	9979330900		VARIOUS CELL PHONE PLANS	
					001-105-0000-4220	49.91
					001-222-0000-4220	156.04
					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	491.59
					072-360-0000-4220	102.72
			9979629931		PD CELL PHONE PLANS	
					001-222-0000-4220	657.39
			9979641721		CITY YARD STANDBY PHONE PLAN	
					072-360-0000-4220	36.90
					Total :	**2,008.76**
238636	12/16/2024	894137 VIDA MOBILE CLINIC	FY 24/25		CIF: PRE-HEALTH PROGRAM	
					053-101-0104-4430	500.00
					Total :	**500.00**
238637	12/16/2024	892712 WES KUYKENDALL PHOTOGRAPHY	013		PHOTOGRAPHY SRVS--TREE LIGHTIN(	
					001-424-0000-4260	1,000.00

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
238637	12/16/2024	892712 892712 WES KUYKENDALL PHOTOGRAPHY	(Continued)		**Total :**	**1,000.00**
238638	12/16/2024	890970 WEX BANK	101424348		FUEL FOR FLEET	
					041-320-0152-4402	252.77
					041-320-0221-4402	553.32
					041-320-0222-4402	408.10
					041-320-0224-4402	1,258.49
					041-320-0225-4402	4,768.39
					041-320-0228-4402	302.54
					041-320-0311-4402	1,609.42
					041-320-0320-4402	118.99
					041-320-0370-4402	971.38
					041-320-0390-4402	2,453.16
					041-320-0420-4402	89.22
					029-335-0000-4402	88.39
					070-381-0000-4402	71.79
					070-382-0000-4402	282.17
					070-383-0000-4402	1,069.12
					070-384-0000-4402	375.28
					072-360-0000-4402	572.30
					Total :	**15,244.83**
238639	12/16/2024	891531 WILLDAN ENGINEERING	006-28261		SF - HSIP CYCLE 8 TRAFFIC SIGNAL IM	
				11901	024-371-0562-4600	583.45
					Total :	**583.45**
238640	12/16/2024	894399 ZIYALOV, ART	REIMB.		MILEAGE REIMB.-CGCIO LEADERSHIP	
					001-130-0000-4370	95.14
					Total :	**95.14**
238641	12/16/2024	103752 ZUMAR INDUSTRIES, INC.	9626		STREET SIGNS - SAMPLES	
				13350	001-370-0000-4310	2,559.09
					001-370-0000-4310	237.89
					Total :	**2,796.98**

144 Vouchers for bank code : bank3 **Bank total :** **3,962,502.17**

EXHIBIT "A"
RES. NO. 24-122

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
144	Vouchers in this report				Total vouchers :	3,962,502.17

Voucher Registers are not final until approved by Council.

EXHIBIT "A"
RES. NO. 24-122

SPECIAL CHECKS

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
238378	12/1/2024	100286 BAKER, BEVERLY	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	184.72
					Total :	**184.72**
238379	12/1/2024	100916 DEIBEL, PAUL	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	291.15
					Total :	**291.15**
238380	12/1/2024	101781 KISHITA, ROBERT	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	167.79
					Total :	**167.79**
238381	12/1/2024	101926 LILES, RICHARD	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	291.15
					Total :	**291.15**
238382	12/1/2024	102126 MARTINEZ, MIGUEL	24-Dec		CALPERS HEALTH REIMB	
					070-180-0000-4127	708.41
					Total :	**708.41**
238383	12/1/2024	894908 NAVARRO, NORMA	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	554.16
					Total :	**554.16**
238384	12/1/2024	891354 RAMIREZ, ROSALINDA	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	167.79
					Total :	**167.79**
238385	12/1/2024	892782 TIGHE, DONNA	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	167.79
					Total :	**167.79**
8	**Vouchers for bank code :**	bank3			**Bank total :**	**2,532.96**
8	**Vouchers in this report**				**Total vouchers :**	**2,532.96**

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount

Voucher Registers are not final until approved by Council.

SPECIAL CHECKS

EXHIBIT "A"
RES. NO. 24-122

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
238386	12/1/2024	894452 ABDALLAH, MARIA G.	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	2,021.49
					Total :	**2,021.49**
238387	12/1/2024	100091 AGORICHAS, JOHN	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	291.15
					Total :	**291.15**
238388	12/1/2024	891039 AGUILAR, JESUS	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	492.58
					Total :	**492.58**
238389	12/1/2024	100104 ALBA, ANTHONY	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	739.30
					Total :	**739.30**
238390	12/1/2024	891011 APODACA-GRASS, ROBERTA	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	291.15
					Total :	**291.15**
238391	12/1/2024	100260 AVILA, FRANK	24-Dec		CALPERS HEALTH REIMB	
					041-180-0000-4127	1,573.82
					Total :	**1,573.82**
238392	12/1/2024	100306 BARNARD, LARRY	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	873.00
					Total :	**873.00**
238393	12/1/2024	100346 BELDEN, KENNETH M.	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,396.00
					Total :	**1,396.00**
238394	12/1/2024	892233 BUZZELL, CAROL	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	184.72
					Total :	**184.72**
238395	12/1/2024	102127 CABRERA, KATHY	24-Dec		CALPERS HEALTH REIMB	

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
238395	12/1/2024	102127 CABRERA, KATHY	(Continued)			
					001-180-0000-4127	1,356.30
					Total :	**1,356.30**
238396	12/1/2024	891350 CALZADA, FRANK	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	526.44
					Total :	**526.44**
238397	12/1/2024	100642 CASTRO, RICO	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	2,105.94
					Total :	**2,105.94**
238398	12/1/2024	103816 CHAVEZ, ELENA	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	855.67
					Total :	**855.67**
238399	12/1/2024	100752 COLELLI, CHRISTIAN	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	2,093.07
					Total :	**2,093.07**
238400	12/1/2024	891014 CREEKMORE, CASIMIRA	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	291.15
					Total :	**291.15**
238401	12/1/2024	893711 DAVIS, JAMES	24-Dec		CALPERS HEALTH REIMB	
					072-180-0000-4127	1,581.28
					Total :	**1,581.28**
238402	12/1/2024	100913 DECKER, CATHERINE	24-Dec		CALPERS HEALTH REIMB	
					070-180-0000-4127	263.02
					Total :	**263.02**
238403	12/1/2024	100925 DELGADO, RALPH	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	526.44
					Total :	**526.44**
238404	12/1/2024	101667 DIAZ, EVELYN	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	899.00

SPECIAL CHECKS

EXHIBIT "A"
RES. NO. 24-122

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
238404	12/1/2024	101667 101667 DIAZ, EVELYN	(Continued)		Total :	899.00
238405	12/1/2024	100960 DIEDIKER, VIRGINIA	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	291.15
					Total :	291.15
238406	12/1/2024	100996 DRAKE, JOYCE	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	291.15
					Total :	291.15
238407	12/1/2024	100995 DRAKE, MICHAEL	24-Dec		CALPERS HEALTH REIMB	
					070-180-0000-4127	145.58
					072-180-0000-4127	145.57
					Total :	291.15
238408	12/1/2024	100997 DRAPER, CHRISTOPHER	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	2,093.07
					Total :	2,093.07
238409	12/1/2024	101044 ELEY, JEFFREY	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	2,214.00
					Total :	2,214.00
238410	12/1/2024	891040 FISHKIN, RIVIAN	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	167.79
					Total :	167.79
238411	12/1/2024	101178 FLORES, ADRIAN	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,356.30
					Total :	1,356.30
238412	12/1/2024	101182 FLORES, MIGUEL	24-Dec		CALPERS HEALTH REIMB	
					043-180-0000-4127	1,356.30
					Total :	1,356.30
238413	12/1/2024	892103 GAJDOS, BETTY	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	167.79

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
238413	12/1/2024	892103 892103 GAJDOS, BETTY	(Continued)		Total :	167.79
238414	12/1/2024	894378 GARCIA, BERTHA	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	708.41
					Total :	708.41
238415	12/1/2024	891351 GARCIA, DEBRA	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	2,136.72
					Total :	2,136.72
238416	12/1/2024	101281 GARIBAY, SAUL	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	2,532.39
					Total :	2,532.39
238417	12/1/2024	101318 GLASGOW, KEVIN	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	2,093.07
					Total :	2,093.07
238418	12/1/2024	101333 GODINEZ, FRAZIER C.	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,810.29
					Total :	1,810.29
238419	12/1/2024	101409 GUERRA, LAUREN E	24-Dec		CALPERS HEALTH REIMB	
					072-180-0000-4127	599.65
					Total :	599.65
238420	12/1/2024	891021 GUIZA, JENNIE	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	291.15
					Total :	291.15
238421	12/1/2024	102896 GUZMAN, ROSA	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	855.67
					Total :	855.67
238422	12/1/2024	891352 HADEN, SUSANNA	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	708.41
					Total :	708.41

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
238423	12/1/2024	101440 HALCON, ERNEST	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,396.00
					Total :	**1,396.00**
238424	12/1/2024	101672 HANCHETT, NICHOLE	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,441.88
					Total :	**1,441.88**
238425	12/1/2024	891918 HARTWELL, BRUCE	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	739.30
					Total :	**739.30**
238426	12/1/2024	101465 HARVEY, DAVID	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	167.79
					Total :	**167.79**
238427	12/1/2024	101466 HARVEY, DEVERY MICHAEL	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	873.00
					Total :	**873.00**
238428	12/1/2024	101471 HASBUN, NAZRI A.	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	235.68
					Total :	**235.68**
238429	12/1/2024	891023 HATFIELD, JAMES	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	739.30
					Total :	**739.30**
238430	12/1/2024	892104 HERNANDEZ, ALFONSO	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	739.30
					Total :	**739.30**
238431	12/1/2024	891024 HOOKER, RAYMOND	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	291.15
					Total :	**291.15**
238432	12/1/2024	893616 HOUGH, LOIS	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	184.72

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
238432	12/1/2024	893616 893616 HOUGH, LOIS	(Continued)		**Total :**	**184.72**
238433	12/1/2024	101597 IBRAHIM, SAMIR	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	492.58
					Total :	**492.58**
238434	12/1/2024	101694 JACOBS, ROBERT	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	873.00
					Total :	**873.00**
238435	12/1/2024	892105 KAHMANN, ERIC	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	492.58
					Total :	**492.58**
238436	12/1/2024	101786 KLOTZSCHE, STEVEN	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	575.02
					Total :	**575.02**
238437	12/1/2024	891866 KNIGHT, DONNA	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	161.43
					Total :	**161.43**
238438	12/1/2024	891043 LIEBERMAN, LEONARD	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	167.79
					Total :	**167.79**
238439	12/1/2024	101933 LITTLEFIELD, LESLEY	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	291.15
					Total :	**291.15**
238440	12/1/2024	102045 LLAMAS-RIVERA, MARCOS	24-Dec		CALPERS HEALTH REIMB	
					070-180-0000-4127	1,652.90
					Total :	**1,652.90**
238441	12/1/2024	102059 MACK, MARSHALL	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	599.65
					Total :	**599.65**

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
238442	12/1/2024	891010 MAERTZ, ALVIN	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	479.86
					Total :	**479.86**
238443	12/1/2024	888037 MARTINEZ, ALVARO	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,189.20
					Total :	**1,189.20**
238444	12/1/2024	102206 MILLER, WILMA	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	291.15
					Total :	**291.15**
238445	12/1/2024	102212 MIRAMONTES, MONICA	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	628.36
					Total :	**628.36**
238446	12/1/2024	102232 MIURA, HOWARD	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	291.15
					Total :	**291.15**
238447	12/1/2024	892106 MONTAN, EDWARD	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	184.72
					Total :	**184.72**
238448	12/1/2024	102443 OKAFOR, MICHAEL	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,884.73
					Total :	**1,884.73**
238449	12/1/2024	102473 ORDELHEIDE, ROBERT	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	2,146.00
					Total :	**2,146.00**
238450	12/1/2024	102486 ORSINI, TODD	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	2,102.76
					Total :	**2,102.76**
238451	12/1/2024	102569 PARKS, ROBERT	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	2,214.00

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
238451	12/1/2024	102569 102569 PARKS, ROBERT	(Continued)			
					Total :	**2,214.00**
238452	12/1/2024	102580 PATINO, ARMANDO	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	2,214.00
					Total :	**2,214.00**
238453	12/1/2024	102527 PISCITELLI, ANTHONY	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	526.44
					Total :	**526.44**
238454	12/1/2024	891033 POLLOCK, CHRISTINE	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	308.00
					Total :	**308.00**
238455	12/1/2024	102735 QUINONEZ, MARIA	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,573.82
					Total :	**1,573.82**
238456	12/1/2024	891034 RAMSEY, JAMES	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	291.15
					Total :	**291.15**
238457	12/1/2024	102788 RAYGOZA, JOSE LUIS	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,810.29
					Total :	**1,810.29**
238458	12/1/2024	102864 RIVETTI, DOMINICK	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	873.00
					Total :	**873.00**
238459	12/1/2024	887872 ROSENBERG, IRWIN	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,258.32
					Total :	**1,258.32**
238460	12/1/2024	102936 RUELAS, MARCO	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	989.86
					Total :	**989.86**

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
238461	12/1/2024	102940 RUIZ, RONALD	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	599.65
					Total :	**599.65**
238462	12/1/2024	891044 RUSSUM, LINDA	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	167.79
					Total :	**167.79**
238463	12/1/2024	103005 SALAZAR, TONY	24-Dec		CALPERS HEALTH REIMB	
					070-180-0000-4127	1,356.30
					Total :	**1,356.30**
238464	12/1/2024	103118 SENDA, OCTAVIO	24-Dec		CALPERS HEALTH REIMB	
					043-180-0000-4127	1,810.29
					Total :	**1,810.29**
238465	12/1/2024	892107 SHANAHAN, MARK	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	492.58
					Total :	**492.58**
238466	12/1/2024	891035 SHERWOOD, NINA	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	291.15
					Total :	**291.15**
238467	12/1/2024	103175 SKOBIN, ROMELIA	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,438.01
					Total :	**1,438.01**
238468	12/1/2024	893677 SOLIS, MARGARITA	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	547.69
					Total :	**547.69**
238469	12/1/2024	103220 SOMERVILLE, MICHAEL	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,706.00
					Total :	**1,706.00**
238470	12/1/2024	889588 UFANO, VIRGINIA	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	167.79

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
238470	12/1/2024	889588 889588 UFANO, VIRGINIA	(Continued)			
					Total :	**167.79**
238471	12/1/2024	103516 VAIRO, ANTHONY	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,706.00
					Total :	**1,706.00**
238472	12/1/2024	888417 VALDIVIA, LAURA	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	291.15
					Total :	**291.15**
238473	12/1/2024	103550 VANICEK, JAMES	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,573.82
					Total :	**1,573.82**
238474	12/1/2024	103562 VASQUEZ, JOEL	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	2,214.00
					Total :	**2,214.00**
238475	12/1/2024	888562 VILLALPANDO, SEBASTIAN FRANK	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	492.58
					Total :	**492.58**
238476	12/1/2024	103692 VILLALVA, FRANCISCO	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,810.29
					Total :	**1,810.29**
238477	12/1/2024	891038 WAITE, CURTIS	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	739.30
					Total :	**739.30**
238478	12/1/2024	103612 WALKER, MICHAEL	24-Dec		CALPERS HEALTH REIMB	
					027-180-0000-4127	167.79
					Total :	**167.79**
238479	12/1/2024	103620 WARREN, DALE	24-Dec		CALPERS HEALTH REIMB	
					072-180-0000-4127	167.79
					Total :	**167.79**

SPECIAL CHECKS

EXHIBIT "A"
RES. NO. 24-122

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
238480	12/1/2024	891036 WATT, DAVID	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	739.30
					Total :	**739.30**
238481	12/1/2024	893690 WATTS, STEVE M.	24-Dec		CALPERS HEALTH REIMB	
					072-180-0000-4127	1,033.20
					Total :	**1,033.20**
238482	12/1/2024	891037 WEBB, NANCY	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	291.15
					Total :	**291.15**
238483	12/1/2024	103643 WEDDING, JEROME	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	739.30
					Total :	**739.30**
238484	12/1/2024	103727 WYSBEEK, DOUDE	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	291.15
					Total :	**291.15**
238485	12/1/2024	103737 YNIGUEZ, LEONARD	24-Dec		CALPERS HEALTH REIMB	
					001-180-0000-4127	739.30
					Total :	**739.30**

100 Vouchers for bank code : bank3 **Bank total :** **93,270.38**

100 Vouchers in this report **Total vouchers :** **93,270.38**

Voucher Registers are not final until approved by Council.

SPECIAL CHECK

EXHIBIT "A"
RES. NO. 24-122

vchlist — Voucher List — Page: 1
12/02/2024 11:40:30AM — CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
238486	11/28/2024	894407 GRAYBAR FINANCIAL SERVICES	17431221		VOIP MONTHLY LEASE PYMNT-NOV'24	
					001-190-0000-4220	944.54
					001-222-0000-4220	944.54
					001-420-0000-4220	404.80
					070-384-0000-4220	404.79
					Total :	**2,698.67**

1 Vouchers for bank code : bank3 — **Bank total :** **2,698.67**

1 Vouchers in this report — **Total vouchers :** **2,698.67**

Voucher Registers are not final until approved by Council.

SPECIAL CHECK

EXHIBIT "A"
RES. NO. 24-122

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
238487	12/5/2024	102519 P.E.R.S.	DEC 2024		HEALTH INS BENEFITS-DEC 2024	
					001-1160	201,445.32
					Total :	**201,445.32**

1 Vouchers for bank code : bank3 **Bank total :** **201,445.32**

1 Vouchers in this report **Total vouchers :** **201,445.32**

Voucher Registers are not final until approved by Council.

SPECIAL CHECK

EXHIBIT "A"
RES. NO. 24-122

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
238488	12/2/2024	893167 UNITED MAINTENANCE SYSTEMS	15821		JULY'24-JANITORIAL SERVICES CONTF	
				13354	043-390-0000-4260	19,000.00
			15841		AUG'24-JANITORIAL SERVICES CONTR	
				13354	043-390-0000-4260	19,000.00
			15862		SEPT'24-JANITORIAL SERVICES CONTI	
				13354	043-390-0000-4260	19,000.00
			15880		OCT'24-JANITORIAL SERVICES CONTR	
				13354	043-390-0000-4260	19,000.00
			15893		NOV'24-JANITORIAL SERVICES CONTR	
				13354	043-390-0000-4260	19,000.00
					Total :	**95,000.00**

1 Vouchers for bank code : bank3 **Bank total :** **95,000.00**

1 Vouchers in this report **Total vouchers :** **95,000.00**

Voucher Registers are not final until approved by Council.

SPECIAL CHECKS

EXHIBIT "A"
RES. NO. 24-122

vchlist
12/03/2024 4:52:38PM

Voucher List
CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
238489	12/3/2024	893904 CRICKET CONSULTING	1543		SCADA PROGRAMMING, EQUIP., INSTA	
				13225	070-384-0000-4260	1,080.00
					Total :	**1,080.00**
238490	12/3/2024	103193 SNAP-ON INDUSTRIAL	ARV/63025100		HOSE CLAMP PLIERS	
					041-320-0000-4340	32.12
			ARV/63032736		BATTERY CHARGER	
					041-320-0000-4320	226.27
					Total :	**258.39**
	2 Vouchers for bank code :	bank3			**Bank total :**	**1,338.39**
	2 Vouchers in this report				**Total vouchers :**	**1,338.39**

Voucher Registers are not final until approved by Council.

SPECIAL CHECKS

EXHIBIT "A"
RES. NO. 24-122

vchlist — Voucher List — Page: 1
12/05/2024 9:23:18AM — CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
238491	12/5/2024	103648 CITY OF SAN FERNANDO	PR 12/6/24		REIMB FOR PAYROLL W/E 11/29/24	
					001-1003	618,856.25
					007-1003	2,336.98
					017-1003	549.12
					027-1003	2,401.47
					028-1003	1,118.22
					029-1003	4,028.59
					030-1003	170.17
					041-1003	7,306.06
					043-1003	25,786.09
					070-1003	62,928.68
					072-1003	21,547.96
					074-1003	1,118.53
					094-1003	1,118.26
					110-1003	6,871.51
					Total :	**756,137.89**

1 Vouchers for bank code : bank3 — **Bank total :** **756,137.89**

1 Vouchers in this report — **Total vouchers :** **756,137.89**

Voucher Registers are not final until approved by Council.

SPECIAL CHECKS

EXHIBIT "A"
RES. NO. 24-122

vchlist — Voucher List — Page: 1
12/10/2024 4:18:30PM — CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
238492	12/10/2024	103596 CALIFORNIA VISION SERVICE PLAN	DEMAND		VISION INS BENEFITS - DEC 2024	
					001-1160	2,584.72
					Total :	**2,584.72**
238493	12/10/2024	103648 CITY OF SAN FERNANDO	SPP 12/10/24		REIMB FOR SPECIAL PAYROLL W/E 12	
					001-1003	89,834.01
					041-1003	1,248.86
					043-1003	1,248.85
					070-1003	6,448.10
					072-1003	2,412.48
					Total :	**101,192.30**
238494	12/10/2024	891230 DELTA DENTAL INSURANCE COMPANY	DEMAND		DENTAL INS BENEFITS - DEC 2024	
					001-1160	195.30
					Total :	**195.30**
238495	12/10/2024	890907 DELTA DENTAL OF CALIFORNIA	DEMAND		DENTAL INS BENEFITS - DEC 2024	
					001-1160	12,855.57
					Total :	**12,855.57**
238496	12/10/2024	103054 SAN FERNANDO POLICE	DEMAND		SFPOA STD/LTD INS BENEFITS - DEC 2	
					001-1160	2,400.00
					Total :	**2,400.00**
238497	12/10/2024	887627 STANDARD INSURANCE	DEMAND		LIFE/AD&D INS BENEFITS - DEC 2024	
					001-1160	2,825.58
					Total :	**2,825.58**

6 Vouchers for bank code : bank3 — **Bank total :** **122,053.47**

6 Vouchers in this report — **Total vouchers :** **122,053.47**

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12/10/2024 4:18:30PM — CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount

Voucher Registers are not final until approved by Council.

ATTACHMENT "B"

RESOLUTION NO. 25-011

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. 25-011

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 6th day of January 2025.

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

ATTEST:

Julia Fritz, City Clerk

RES. NO. 25-011

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. 25-011, which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 6th day of January, 2025, 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 January, 2025.

_____

Julia Fritz, City Clerk

EXHIBIT "A"
RES. NO. 25-011

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
238749	1/6/2025	890104 ABBA TERMITE & PEST CONTROL	21358F		BEEHIVE REMOVAL-1327 PICO	
					070-383-0000-4260	115.00
					Total :	**115.00**
238750	1/6/2025	894406 ADVANCE AUTO PARTS	6861434053507		VEH. SERVICE, MAINT. & REPAIR PART	
				13254	041-1215	134.64
			6861434121026		VEH. SERVICE, MAINT. & REPAIR PART	
				13254	041-320-0320-4400	135.94
			8681433148718		VEH. SERVICE, MAINT. & REPAIR PART	
				13254	041-1215	179.51
			8681433148719		VEH. SERVICE, MAINT. & REPAIR PART	
				13254	070-383-0000-4400	82.68
			8681433153480		VEH. SERVICE, MAINT. & REPAIR PART	
				13254	041-1215	49.51
			8681433153482		VEH. SERVICE, MAINT. & REPAIR PART	
				13254	070-383-0000-4400	25.88
			8681433811652		VEH. SERVICE, MAINT. & REPAIR PART	
				13254	041-320-0225-4400	8.48
			8681433820887		VEH. SERVICE, MAINT. & REPAIR PART	
				13254	041-320-0228-4400	302.55
			8681434521261		VEH. SERVICE, MAINT. & REPAIR PART	
				13254	041-320-0320-4400	46.82
			8681434521264		VEH. SERVICE, MAINT. & REPAIR PART	
				13254	041-1215	54.30
			8681434637410		VEH. SERVICE, MAINT. & REPAIR PART	
				13254	041-320-0225-4400	142.50
					Total :	**1,162.81**
238751	1/6/2025	893813 ALMANZA, LAURAMARIE C	REIMB.		PRIZES & SUPPLIES-LP PARK SENIOR	
					004-2383	74.97
					004-2346	19.70
			REPL-235449		REPL STL DTD CK-REIMB. PRIZES FOR	
					004-2140	31.93
					Total :	**126.60**
238752	1/6/2025	100188 ANDY GUMP INC.	INV1197408		PORTABLE TOILET SERVICES	

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
238752	1/6/2025	100188 ANDY GUMP INC.	(Continued)			
				13298	043-390-0000-4260	336.49
			INV1197409		PORTABLE TOILET SERVICES	
				13298	070-384-0000-4260	336.34
					Total :	**672.83**
238753	1/6/2025	889037 AT&T MOBILITY	287277903027X1208202		MODEM FOR ELECTRONIC MESSAGE	
					001-310-0000-4220	140.00
					Total :	**140.00**
238754	1/6/2025	892412 AT&T MOBILITY	287297930559X1210202		MDT MODEMS-PD UNITS-NOV 2024	
					001-222-0000-4220	1,024.78
			287340014777X1204202		PERSONNEL MANAGER CELL PHONE I	
					001-133-0000-4220	50.51
					Total :	**1,075.29**
238755	1/6/2025	889942 ATHENS SERVICES	18304135		STREET SWEEPING SERVICES	
				13275	011-311-0000-4260	17,443.40
					Total :	**17,443.40**
238756	1/6/2025	893939 AXON ENTERPRISES, INC	INUS302777		BODY/VEHICLE CAMERA SYSTEM AND	
				12579	010-225-3698-4500	5,399.46
			INUS302970		BODY/VEHICLE CAMERA SYSTEM AND	
				12579	010-225-3698-4500	58,192.15
			INUS303012		BODY/VEHICLE CAMERA SYSTEM AND	
				12579	010-225-3698-4500	3,357.62
					Total :	**66,949.23**
238757	1/6/2025	893013 AYSON, LEILANI	DEC 2024		INCLUSIVE ZUMBA INSTRUCTOR	
				13209	017-420-1337-4260	125.00
					Total :	**125.00**
238758	1/6/2025	892784 BARAJAS, MARIA BERENICE	DEC 2024		TOTAL BODY CONDITIONING CLASS IN	
				13210	017-420-1337-4260	360.00
					Total :	**360.00**
238759	1/6/2025	892426 BEARCOM	5820697		RADIO WIRE REMOVAL	
					001-135-0000-4260	185.00

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
238759	1/6/2025	892426 BEARCOM	(Continued)			
			5824676		DEC'2024-MAINTENANCE AGREEMENT	
				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	517.36
				13309	001-135-0000-4260	9,700.38
					Total :	**13,118.85**
238760	1/6/2025	887764 BENNETT-BOWEN LIGHTHOUSE	3033740		EQUIP FOR RESERVOIR #4A INSPECTI	
					070-384-0000-4320	570.18
					Total :	**570.18**
238761	1/6/2025	893924 BUCKLEY, BRANDON	REIMB.		DESK OFFICER UNIFORM	
					001-222-0000-4300	354.78
					Total :	**354.78**
238762	1/6/2025	888800 BUSINESS CARD	121324		LODGING-SLI TRAINING ON 12/08-12/1	
					001-225-0000-4360	635.18
			121324		TONER CARTRIDGES-JAIL PRINTER	
					001-225-0000-4350	1,239.11
			121324		LUNCH-INTERVIEW PANEL	
					001-222-0000-4370	43.47
			121724		WOMEN'S SELF DEFENSE COURSE	
					001-225-0000-4360	110.40
			121724		CAR WASH TICKETS	
					001-222-0000-4300	99.95
					Total :	**2,128.11**
238763	1/6/2025	888800 BUSINESS CARD	120524		HOLIDAY TREE LIGHTING SUPPLIES	
					001-424-0000-4300	142.12
			120624-2		MOVIE RENTAL-SENIOR MATINEE	
					004-2346	3.99
			120924		SUPPLIES FOR HOLIDAY LUNCHEON	
					001-133-0000-4430	13.57
			121024		SUPPLIES FOR SENIOR HOLIDAY PART	
					004-2346	14.32

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
238763	1/6/2025	888800 BUSINESS CARD	(Continued)			
			121024-2		SUPPLIES FOR HOLIDAY LUNCHEON	
					001-133-0000-4430	25.95
			121124-1		OFFICE SUPPLIES	
					028-155-0000-4300	76.67
					001-155-0000-4300	103.30
			121124-2		SUPPLIES FOR HOLIDAY LUNCHEON	
					001-133-0000-4430	29.95
			121124-3		SUPPLIES FOR HOLIDAY LUNCHEON	
					001-133-0000-4430	29.72
			121124-4		SUPPLIES FOR HOLIDAY LUNCHEON	
					001-133-0000-4430	18.71
			121124-5		SUPPLIES FOR HOLIDAY LUNCHEON	
					001-133-0000-4430	23.80
			121124-6		SUPPLIES FOR HOLIDAY LUNCHEON	
					001-133-0000-4430	116.01
			121224-1		SUPPLIES FOR SENIOR HOLIDAY PART	
					004-2346	112.38
			121224-2		SUPPLIES FOR HOLIDAY LUNCHEON	
					001-133-0000-4430	18.72
			121324-1		PD BICYCLES INNER TUBES	
					041-320-0225-4400	190.56
			121324-2		OFFICE SUPPLIES	
					001-115-0000-4300	65.39
					001-101-0000-4300	14.64
			121324-3		SUPPLIES FOR HOLIDAY LUNCHEON	
					001-133-0000-4430	6.60
			121624		LODGING-LEAGUE OF CA. CITIES MUN	
					001-105-0000-4370	528.08
			121624-1		INTERPRETING EQUIPMENT	
					001-101-0000-4300	371.63
			121624-2		CHARGING CASE FOR INTERPRETING	
					001-101-0000-4300	41.80
			121624-3		OFFICE SUPPLIES	
					028-155-0000-4300	199.21
			121624-4		HOLIDAY TREE LIGHTING SUPPLIES	
					001-424-0000-4300	48.96

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
238763	1/6/2025	888800 888800 BUSINESS CARD	(Continued)		**Total :**	**2,196.08**
238764	1/6/2025	887810 CALGROVE RENTALS, INC.	193855-1		RENTAL OF EQUIPMENT	
				13230	001-424-0000-4300	665.43
					Total :	**665.43**
238765	1/6/2025	892465 CANON SOLUTIONS AMERICA, INC.	6010149963		FY 2024-2025 CANON MAINTENANCE &	
				13211	001-135-0000-4260	26.06
			6010167199		FY 2024-2025 CANON MAINTENANCE &	
				13211	001-135-0000-4260	394.81
					Total :	**420.87**
238766	1/6/2025	894600 CARGILL, INCORPORATED	2910335547		NSF CERTIFIED BULK SALT FOR THE I	
				13240	070-384-0000-4300	5,972.11
					Total :	**5,972.11**
238767	1/6/2025	894010 CHARTER COMMUNICATIONS	0283057120524		LP CABLE SERVICE-12/05-01/04	
					001-420-0000-4260	284.33
			187701601120124		PW OPS CABLE SRV-12/05-01/04	
					043-390-0000-4260	140.12
			187701701120124		CITY HALL CABLE SRV-12/05-01/04	
					001-190-0000-4220	191.43
			187701801120724		INTERNET SERVICES-12/10-01/09	
					001-190-0000-4220	1,399.00
			187702401120724		REC PARK CABLE SRVS-12/10-01/09	
					001-420-0000-4260	265.81
					Total :	**2,280.69**
238768	1/6/2025	103029 CITY OF SAN FERNANDO	6867-6917		REIMB. TO WORKERS COMP ACCT	
					006-1038	24,510.42
					Total :	**24,510.42**
238769	1/6/2025	894794 CIVICA LAW GROUP, APC	14883		CODE ENFORCEMENT LEGAL SERVICI	
				13188	001-152-0000-4270	147.50
					Total :	**147.50**
238770	1/6/2025	894912 COMMERCIAL TIRE CENTER	74157		VEHICLE MAINT-WA2571	
					070-383-0000-4400	687.32

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
238770	1/6/2025	894912 894912 COMMERCIAL TIRE CENTER	(Continued)		**Total :**	**687.32**
238771	1/6/2025	889794 CUELLAR, JULIE	DEC 2024		COMMISSIONER'S STIPEND	
					001-310-0000-4111	100.00
					Total :	**100.00**
238772	1/6/2025	894159 DE LEON, CYNTHIA	DEC 2024		LINE DANCE INSTRUCTOR	
				13213	017-420-1362-4260	90.00
					Total :	**90.00**
238773	1/6/2025	894937 DELGADILLO, ANDREA	REIMB.		FINGERPRINT FEE REFUND	
					004-2386	32.00
					001-3720-0000	25.00
					001-3345-0000	3.00
					Total :	**60.00**
238774	1/6/2025	893903 DEPARTMENT OF RESOURCES	OWR1-21-0394		OWR1-21-0394-UNSPENT FUNDS	
					110-350-0869-4260	966.00
					Total :	**966.00**
238775	1/6/2025	891425 DIAZ, MARISOL	REIMB.		SUPPLIES-HOLIDAY TREE LIGHTING &	
					001-424-0000-4300	172.34
					004-2346	20.26
					001-420-0000-4390	81.61
					Total :	**274.21**
238776	1/6/2025	894863 DIXON RESOURCES UNLIMITED	4397		RESIDENTIAL PARKING PERMIT IMPLE	
				13290	001-310-0000-4270	3,642.86
					Total :	**3,642.86**
238777	1/6/2025	894899 DRY WORKS, LLC	1119		UPPER RESERVOIR 4A ENGINEERING	
				13364	070-385-0716-4600	2,871.13
					Total :	**2,871.13**
238778	1/6/2025	101063 EMPLOYMENT DEVELOPMENT	944-0936-4		UNEMPLOYMENT INS-PERIOD ENDINC	
					001-190-0222-4132	1,259.00
					001-190-0420-4132	5,772.00

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
238778	1/6/2025	101063 101063 EMPLOYMENT DEVELOPMENT	(Continued)		**Total :**	**7,031.00**
238779	1/6/2025	890401 ENVIROGEN TECHNOLOGIES INC	0015272-IN		JULY-MAINT., REPAIR, PARTS, LABOR &	
				13361	070-384-0857-4260	7,761.36
			0015350-IN		AUG-MAINT., REPAIR, PARTS, LABOR &	
				13361	070-384-0857-4260	7,761.36
			0015453-IN		SEPT-MAINT. REPAIR, PARTS, LABOR &	
				13361	070-384-0857-4260	7,761.36
			0015601-IN		OCT-MAINT. REPAIR, PARTS, LABOR &	
				13361	070-384-0857-4260	7,761.36
			0015681-IN		NOV-MAINT. REPAIR, PARTS, LABOR &	
				13361	070-384-0857-4260	7,761.36
					Total :	**38,806.80**
238780	1/6/2025	893473 ESQUIVEL, ERNESTO	E.ESQUIVEL IDR		ADPP PAYMENT-JAN 2025	
					001-224-0000-4124	4,599.00
					Total :	**4,599.00**
238781	1/6/2025	894860 ESTRADA, CECILIA	PL2402158		PLANNING PERMIT REFUND	
					001-3705-0000	3,301.22
					055-3719-0154	330.12
					055-3315-0000	165.06
					Total :	**3,796.40**
238782	1/6/2025	894934 FIRST CHURCH OF CHRIST	REFUND		CUP PERMIT REFUND	
					001-2205	690.00
					001-3706-0000	140.76
					055-3719-0154	456.41
					055-3315-0000	228.21
					001-3705-0000	4,539.14
					Total :	**6,054.52**
238783	1/6/2025	892198 FRONTIER COMMUNICATIONS	209-150-5145-010598		PAC 50 TO SHERRIFS	
					001-222-0000-4220	541.74
			209-150-5250-081292		RADIO REPEATER	
					001-222-0000-4220	43.23
			209-150-5251-040172		MWD METER	

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
238783	1/6/2025	892198 FRONTIER COMMUNICATIONS	(Continued)			
					070-384-0000-4220	57.40
			209-151-4939-102990		MUSIC CHANNEL	
					001-190-0000-4220	53.51
			209-151-4941-102990		POLICE PAGING	
					001-222-0000-4220	53.51
			209-151-4942-041191		CITY YARD AUTO DIALER	
					070-384-0000-4220	57.40
			209-151-4973-081292		RADIO REPEATER	
					001-222-0000-4220	43.23
			209-188-4361-0321792		RCS PHONE LINES	
					001-420-0000-4220	143.08
			209-188-4362-031792		POLICE PHONE LINES	
					001-222-0000-4220	1,393.80
			209-188-4363-031892		VARIOUS PHONE LINES	
					001-190-0000-4220	105.86
					070-384-0000-4220	383.58
					001-420-0000-4220	265.88
			818-361-0901-051499		SEWER FLOW MONITORING	
					072-360-0000-4220	90.51
			818-361-2472-031415		PW PHONE LINES	
					070-384-0000-4220	748.22
			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
			818-831-5002-052096		PD SPECIAL ACTIVITIES PHONE	
					001-222-0000-4220	69.86
			818-837-7174-052096		PD SPECIAL ACTIVITIES PHONE	
					001-222-0000-4220	45.60
			818-838-1841-112596		ENGINEERING FAX MODEM	
					001-310-0000-4220	46.79
					Total :	**4,671.79**
238784	1/6/2025	893953 GALE, PAUL JOHN	DEC 2024		SHOTOKAN KARATE CLASSES	
				13231	017-420-1326-4260	135.00

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
238784	1/6/2025	893953 893953 GALE, PAUL JOHN	(Continued)		**Total :**	**135.00**
238785	1/6/2025	892588 GARCIA, JOSE	REIMB.		REIMB-SENIOR CLUB ACTIVITIES	
					004-2380	132.90
					Total :	**132.90**
238786	1/6/2025	894914 GARCIA, NATALIE	120424		MC FOR HOLIDAY TREE LIGHTING	
					004-2385	200.00
					Total :	**200.00**
238787	1/6/2025	894841 GONZALEZ, MICAELA	REIMB.		MISC SUPPLIES-SENIOR PROG	
					004-2346	154.33
					001-420-0000-4390	18.89
					Total :	**173.22**
238788	1/6/2025	894743 GR LANDSCAPING CORP	INV00013		LANDSCAPE MAINT. AT VARIOUS WELL	
				13248	070-384-0000-4260	2,495.00
					Total :	**2,495.00**
238789	1/6/2025	894512 GUILLEN, JEANETTE	REIMB.		PRIZES FOR LP PARK BINGO	
					004-2346	60.23
					001-420-0000-4390	14.87
					Total :	**75.10**
238790	1/6/2025	890594 HEALTH AND HUMAN RESOURCE	E0334750		EAP-JAN 2025	
					001-133-0000-4260	302.90
					Total :	**302.90**
238791	1/6/2025	894850 HILL, MASON	TRAVEL-1		PER DIEM-CRIMINAL INVESTIGATION (	
					001-224-0000-4360	175.00
			TRAVEL-2		PER DIEM-CRIMINAL INVESTIGATION (	
					001-224-0000-4360	175.00
					Total :	**350.00**
238792	1/6/2025	893275 INTERWEST CONSULTING GROUP	1002264		BUILDING PERMIT PLAN CHECK SERV	
				13227	001-2698	1,230.00
			1045626		ON-CALL PROFESSIONAL BUILDING, S	
				13250	001-140-0000-4270	2,880.00

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
238792	1/6/2025	893275 INTERWEST CONSULTING GROUP	(Continued)			
			1067596		ON-CALL PROFESSIONAL BUILDING, S	
				13250	001-140-0000-4270	1,040.00
			7328835-1		510 PARK AVE FIRE PLAN REVIEW/INSI	
				13292	001-2203	1,705.00
			738362		BUILDING PERMIT PLAN CHECK SERV	
				13227	001-2698	1,564.91
			738835-2		ON-CALL PROFESSIONAL BUILDING, S	
				13250	001-140-0000-4270	8,745.00
			782560		510 PARK AVE FIRE PLAN REVIEW/INSI	
				13292	001-2203	5,820.00
			940186		BUILDING PERMIT PLAN CHECK SERV	
				13227	001-2698	150.00
			975548		BUILDING PERMIT PLAN CHECK SERV	
				13227	001-2698	2,466.24
			9760612		ON-CALL PROFESSIONAL BUILDING, S	
				13250	001-140-0000-4270	15,510.00
					Total :	**41,111.15**
238793	1/6/2025	892769 IRDOR INC.	120924		SENIOR TRIP-MARIACHI USA ON 06/28.	
					004-2383	2,025.00
					Total :	**2,025.00**
238794	1/6/2025	101971 L.A. MUNICIPAL SERVICES	004-750-1000		ELECTRIC - 13003 BORDEN	
					070-384-0000-4210	9,590.41
			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	5,132.04
			657-750-1000		ELECTRIC - 14060 SAYRE	
					070-384-0000-4210	3,993.08
			694-750-1000		ELECTRIC/WATER - 13180 DRONFIELD	
					070-384-0000-4210	14,705.35
			757-750-1000		WATER - 14060 SAYRE	
					070-384-0000-4210	9.40

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vchlist **Voucher List** **Page:** **11**
12/31/2024 **1:34:01PM** **CITY OF SAN FERNANDO**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
238794	1/6/2025	101971 L.A. MUNICIPAL SERVICES	(Continued)			
			993-750-1000		WATER - 13003 BORDEN	
					070-384-0000-4210	1,002.69
					Total :	**34,668.99**
238795	1/6/2025	101848 LANGUAGE LINE SERVICES	11460546		INTERPETATION SERVICES	
					001-222-0000-4260	11.28
					Total :	**11.28**
238796	1/6/2025	893063 LEON, MIGUEL	REIMB.-1		REIMB-SENIOR CLUB ACTIVITIES	
					004-2380	259.28
			REIMB.-2		REIMB-SENIOR CLUB ACTIVITIES	
					004-2380	285.20
					Total :	**544.48**
238797	1/6/2025	891080 LOPEZ, PATTY	847747		FACILITY RENTAL DEP REFUND	
					001-2220	122.50
					Total :	**122.50**
238798	1/6/2025	101974 LOS ANGELES COUNTY	NOV 2024		ANIMAL CARE & CONTROL SERVICES	
				13245	001-190-0000-4260	7,782.12
					Total :	**7,782.12**
238799	1/6/2025	892477 LOWES	9474-93057		REC PARK COMPUTER ROOM CHAIRS	
					121-422-3689-4300	753.06
			9747-92781		REC PARK COMPUTER ROOM BLINDS	
					121-422-3689-4300	1,192.06
			9747-93030		REC PARK COMPUTER ROOM BLIND	
					121-422-3689-4300	45.00
			9754-79725		SPRAY GUN	
					070-384-0000-4310	290.19
					Total :	**2,280.31**
238800	1/6/2025	888254 MCCALLA COMPANY	146344		DISPOSABLE GLOVES	
					001-222-0000-4300	529.20
					Total :	**529.20**
238801	1/6/2025	894220 MELTON, ERICA D.	198 & 200		L P SENIOR PETTY CASH REIMB.	

vchlist **Voucher List** **Page:** **12**
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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
238801	1/6/2025	894220 MELTON, ERICA D.	(Continued)			
					004-2380	67.80
					Total :	**67.80**
238802	1/6/2025	894580 MENDOZA, VANESSA E.	120624		ENTERTAINMENT SET UP FEE-HOLIDA	
					004-2385	60.00
					Total :	**60.00**
238803	1/6/2025	102148 METROPOLITAN WATER DISTRICT	11690		NOV'24-MWD MONTHLY CAPACITY CH/	
				13279	070-384-0000-4430	4,946.67
					Total :	**4,946.67**
238804	1/6/2025	102226 MISSION LINEN SUPPLY	522885954		LAUNDRY SERVICES FOR PD	
				13252	001-225-0000-4350	383.85
			522932003		LAUNDRY SERVICES FOR PD	
				13252	001-225-0000-4350	383.85
					Total :	**767.70**
238805	1/6/2025	891935 MMASC	110924		MEMBERHSIP RENEWAL-S IBARRA	
					001-133-0000-4270	125.00
					Total :	**125.00**
238806	1/6/2025	893343 MOHR, NICOLE	DEC 2024		COMMISSIONER'S STIPEND	
					001-310-0000-4111	100.00
					Total :	**100.00**
238807	1/6/2025	894785 MONTANEZ, MIGUEL	DEC 2024		COMMISSIONER'S STIPEND	
					001-310-0000-4111	100.00
					Total :	**100.00**
238808	1/6/2025	102264 MORA, RODRIGO	REIMB.		WELLNESS BENEFIT REIMB. FY24/25	
					072-360-0000-4140	100.00
					001-310-0000-4140	300.00
					Total :	**400.00**
238809	1/6/2025	894932 MUNOZ, JUAN	847708		FACILITY RENTAL DEP REFUND	
					001-2220	165.00

vchlist **Voucher List** **Page: 13**
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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
238809	1/6/2025	894932 894932 MUNOZ, JUAN	(Continued)		**Total :**	**165.00**
238810	1/6/2025	894100 ODP BUSINESS SOLUTIONS , LLC	395280044001		OFFICE SUPPLIES	
					070-384-0000-4300	180.23
			395280044002		OFFICE SUPPLIES	
					070-384-0000-4310	160.41
			395754244001		OFFICE SUPPLIES	
					070-384-0000-4300	63.44
			396772575001		OFFICE SUPPLIES	
					001-422-0000-4300	184.80
			397014429001		OFFICE SUPPLIES	
					001-222-0000-4300	271.97
			397273408001		OFFICE SUPPLIES	
					001-310-0000-4300	37.07
			397274216001		OFFICE SUPPLIES	
					001-310-0000-4300	120.72
			397274218001		OFFICE SUPPLIES	
					001-310-0000-4300	38.47
			397367144001		OFFICE SUPPLIES	
					001-310-0000-4300	20.62
			397369214001		OFFICE SUPPLIES	
					001-310-0000-4300	8.70
			397369215001		TONERS	
					001-310-0000-4300	881.85
			398102688001		OFFICE SUPPLIES	
					001-133-0000-4300	516.23
			398102688002		OFFICE SUPPLIES	
					001-133-0000-4300	4.75
			398110180001		OFFICE SUPPLIES	
					001-133-0000-4300	44.09
			398279644001		OFFICE SUPPLIES	
					001-222-0000-4300	96.62
			400512849001		OFFICE SUPPLIES	
					001-420-0000-4300	193.97
			400955126001		ITEMS FOR SPECIAL EVENTS	
					004-2385	247.96
			401149605001		OFFICE SUPPLIES	

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
238810	1/6/2025	894100 ODP BUSINESS SOLUTIONS , LLC	(Continued)			
					001-133-0000-4300	56.87
			402246973001		OFFICE SUPPLIES	
					001-150-0000-4300	56.98
					Total :	**3,185.75**
238811	1/6/2025	893115 P.E.R.S. CITY RETIREMENT	100000017760136		2025 REPLACEMENT BENEFIT-CONTRI	
					018-101-0000-4450	407.17
			100000017774046		ADMIN FEES-ARREARS-EMPLOYER PA	
					018-423-0000-4124	500.00
			100000017774071		ARREARS CONTRIBUTION-MARIBEL PI	
					018-423-0000-4124	11,589.83
					Total :	**12,497.00**
238812	1/6/2025	889545 PEREZ, MARIBEL	REIMB.		MISC EVENT SUPPLIES	
					001-423-0000-4300	279.70
					Total :	**279.70**
238813	1/6/2025	894746 PRECISION CIVIL	30783		ZONING CODE UPDATES	
				13179	001-150-0000-4270	315.00
			30784		MIXED USE OVERLAY	
				13178	001-150-0000-4270	7,775.75
					Total :	**8,090.75**
238814	1/6/2025	102688 PROFESSIONAL PRINTING CENTERS	22983		PRE-PRINTED FORMS	
				13274	001-310-0000-4300	1,122.35
					Total :	**1,122.35**
238815	1/6/2025	888382 SAHAGUN, JESUS	REIMB.		REIMB.-SAFETY BOOTS	
					070-384-0000-4310	208.03
					Total :	**208.03**
238816	1/6/2025	887575 SAN FERNANDO EXPLORER POST 521	REIMB.		REIMB OF VARIOUS EXPENSES	
					001-226-0230-4430	361.15
					Total :	**361.15**
238817	1/6/2025	894933 SCHMIDT, TROY	PL2402717		PLANNING PERMIT REFUND	
					001-3708-0000	2,760.00

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
238817	1/6/2025	894933 894933 SCHMIDT, TROY	(Continued)		**Total :**	**2,760.00**
238818	1/6/2025	894929 SECURITY SPECIALISTS	8011		SECURITY SERVICES-VETERAN'S DAY	
					001-424-0000-4260	1,000.00
					Total :	**1,000.00**
238819	1/6/2025	103184 SMART & FINAL	0037		BREAK ROOM SUPPLIES	
					001-222-0000-4300	124.50
			0046		REFRESHMENTS-HOLIDAY TREE LIGH	
					001-424-0000-4300	94.73
			0047		SUPPLIES-SENIOR HOLIDAY PARTY	
					004-2346	50.58
			0110		CALLES VERDES EVENT	
					001-310-0000-4300	75.72
			0317		REFRESHMENTS-SENIOR HOLIDAY PA	
					001-422-0000-4300	27.34
			0332		BREAK ROOM SUPPLIES	
					001-222-0000-4300	161.00
			0360		DRINKS FOR SENIOR CLUB DANCE	
					004-2380	328.25
					Total :	**862.12**
238820	1/6/2025	103202 SOUTHERN CALIFORNIA EDISON CO.	700136176526		ELECTRIC-METER FOR MALL-MACLAY,	
					030-341-0000-4210	86.72
			700360580265		ELECTRIC - 910 FIRST	
					043-390-0000-4210	5,155.54
			700363532503		ELECTRIC - VARIOUS LOCATIONS	
					043-390-0000-4210	7,916.96
			700577150347		ELECTRIC - 190 PARK	
					027-344-0000-4210	1,086.31
			700826276457		ELECTRIC - 799 JESSIE	
					043-390-0000-4210	53.40
					Total :	**14,298.93**
238821	1/6/2025	103206 SOUTHERN CALIFORNIA GAS CO.	176-827-9776-0		NATURAL GAS FOR CNG STATION	
					074-320-0000-4402	1,192.31
					Total :	**1,192.31**

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
238822	1/6/2025	103251 STANLEY PEST CONTROL	1769897		PEST EXTERMINATION FOR CITY FACI	
				13374	043-390-0000-4330	62.00
			1769902		PEST EXTERMINATION FOR CITY FACI	
				13374	043-390-0000-4330	55.00
			1770181		PEST EXTERMINATION FOR CITY FACI	
				13374	043-390-0000-4330	135.00
			1770355		PEST EXTERMINATION FOR CITY FACI	
				13374	043-390-0000-4330	95.00
			1770449		PEST EXTERMINATION FOR CITY FACI	
				13374	043-390-0000-4330	85.00
			1770451		PEST EXTERMINATION FOR CITY FACI	
				13374	043-390-0000-4330	85.00
			1770481		PEST EXTERMINATION FOR CITY FACI	
				13374	043-390-0000-4330	94.00
			1785567		PEST EXTERMINATION FOR CITY FACI	
				13374	043-390-0000-4330	55.00
			1785571		PEST EXTERMINATION FOR CITY FACI	
				13374	043-390-0000-4330	62.00
			1785592		PEST EXTERMINATION FOR CITY FACI	
				13374	043-390-0000-4330	95.00
			1785671		PEST EXTERMINATION FOR CITY FACI	
				13374	043-390-0000-4330	85.00
			1785672		PEST EXTERMINATION FOR CITY FACI	
				13374	043-390-0000-4330	85.00
			1786068		PEST EXTERMINATION FOR CITY FACI	
				13374	043-390-0000-4330	135.00
			1795676		PEST EXTERMINATION FOR CITY FACI	
				13374	043-390-0000-4330	94.00
			1801817		PEST EXTERMINATION FOR CITY FACI	
				13374	043-390-0000-4330	62.00
			1801818		PEST EXTERMINATION FOR CITY FACI	
				13374	043-390-0000-4330	55.00
			1802445		PEST EXTERMINATION FOR CITY FACI	
				13374	043-390-0000-4330	95.00
			1802515		PEST EXTERMINATION FOR CITY FACI	
				13374	043-390-0000-4330	94.00
			1802530		PEST EXTERMINATION FOR CITY FACI	

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
238822	1/6/2025	103251 STANLEY PEST CONTROL	(Continued)			
				13374	043-390-0000-4330	85.00
			1802531		PEST EXTERMINATION FOR CITY FACI	
				13374	043-390-0000-4330	85.00
			1804395		PEST EXTERMINATION FOR CITY FACI	
				13374	043-390-0000-4330	135.00
			1814475		PEST EXTERMINATION FOR CITY FACI	
				13374	043-390-0000-4330	135.00
			1814650		PEST EXTERMINATION FOR CITY FACI	
				13374	043-390-0000-4330	55.00
			1814652		PEST EXTERMINATION FOR CITY FACI	
				13374	043-390-0000-4330	62.00
			1814903		PEST EXTERMINATION FOR CITY FACI	
				13374	043-390-0000-4330	95.00
			1815038		PEST EXTERMINATION FOR CITY FACI	
				13374	043-390-0000-4330	94.00
			1815047		PEST EXTERMINATION FOR CITY FACI	
				13374	043-390-0000-4330	85.00
			1815048		PEST EXTERMINATION FOR CITY FACI	
				13374	043-390-0000-4330	85.00
			1826173		PEST EXTERMINATION FOR CITY FACI	
				13374	043-390-0000-4330	62.00
			1826177		PEST EXTERMINATION FOR CITY FACI	
				13374	043-390-0000-4330	55.00
			1826725		PEST EXTERMINATION FOR CITY FACI	
				13374	043-390-0000-4330	95.00
			1826968		PEST EXTERMINATION FOR CITY FACI	
				13374	043-390-0000-4330	85.00
			1826969		PEST EXTERMINATION FOR CITY FACI	
				13374	043-390-0000-4330	85.00
			1827003		PEST EXTERMINATION FOR CITY FACI	
				13374	043-390-0000-4330	94.00
			1827051		PEST EXTERMINATION FOR CITY FACI	
				13374	043-390-0000-4330	135.00
			1838309		PEST EXTERMINATION FOR CITY FACI	
				13374	043-390-0000-4330	62.00
			1838310		PEST EXTERMINATION FOR CITY FACI	

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
238822	1/6/2025	103251 STANLEY PEST CONTROL	(Continued)			
				13374	043-390-0000-4330	55.00
			1838569		PEST EXTERMINATION FOR CITY FACI	
				13374	043-390-0000-4330	95.00
			1838677		PEST EXTERMINATION FOR CITY FACI	
				13374	043-390-0000-4330	85.00
			1838678		PEST EXTERMINATION FOR CITY FACI	
				13374	043-390-0000-4330	85.00
			1838711		PEST EXTERMINATION FOR CITY FACI	
				13374	043-390-0000-4330	94.00
			1838780		PEST EXTERMINATION FOR CITY FACI	
				13374	043-390-0000-4330	135.00
					Total :	**3,666.00**
238823	1/6/2025	894649 STERLING ADMINISTRATION	825173		ADMINISTRATIVE FEE: NOV2024	
					001-133-0000-4260	55.00
					Total :	**55.00**
238824	1/6/2025	888621 SWRCB	WD-0280316		ANNUAL WATER SYSTEM PERMIT FEE	
					070-381-0000-4450	3,945.00
			WD-0280365		ANNUAL WATER SYSTEM PERMIT FEE	
					070-381-0000-4450	3,945.00
					Total :	**7,890.00**
238825	1/6/2025	893061 TAPIA, FREDDY	REIMB.		MILEAGE REIMB.-SCMAF INSTITUTE M	
					001-420-0000-4390	57.62
					Total :	**57.62**
238826	1/6/2025	103205 THE GAS COMPANY	042-320-6900-7		GAS - 910 FIRST	
					043-390-0000-4210	64.25
			084-220-3249-3		GAS - 505 S HUNTINGTON	
					043-390-0000-4210	148.23
			088-520-6400-8		GAS - 117 MACNEIL	
					043-390-0000-4210	157.09
			090-620-6400-2		GAS - 120 MACNEIL	
					070-381-0000-4210	5.15
					072-360-0000-4210	5.15

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
238826	1/6/2025	103205 THE GAS COMPANY	(Continued)			
					043-390-0000-4210	10.28
			143-287-8131-6		GAS - 208 PARK	
					043-390-0000-4210	217.86
					Total :	**608.01**
238827	1/6/2025	894052 THE LANGUAGE PROS, INC.	1865		INTERPRETATION AND TRANSLATION S	
				13219	001-101-0000-4270	240.24
			1890		INTERPRETATION AND TRANSLATION S	
				13219	001-101-0000-4270	895.00
					Total :	**1,135.24**
238828	1/6/2025	893905 TORRES-GAHM, GRACIELA	0-1224		CLEANING SERVICE AT THE LOPEZ AD	
				13253	001-420-0000-4260	425.00
					Total :	**425.00**
238829	1/6/2025	103413 TRANS UNION LLC	11403397		CREDIT CHECK SERVICES	
					001-222-0000-4260	85.00
					Total :	**85.00**
238830	1/6/2025	890998 TRUJILLO, RODOLFO	DEC 2024		COMMISSIONER'S STIPEND	
					001-310-0000-4111	100.00
					Total :	**100.00**
238831	1/6/2025	893863 URIBE, KALLISTA	REIMB.		JAIL SUPPLIES	
					001-225-0000-4350	82.07
					Total :	**82.07**
238832	1/6/2025	893740 UTILITY SYSTEMS SCIENCE &	COSF_10/01-12/31/24		SEWER FLOW MONITORING & WASTE\	
				13325	072-360-0000-4260	1,200.00
			COSF_12/1-12/31/24		SEWER FLOW MONITORING & WASTE\	
				13325	072-360-0000-4260	540.00
					Total :	**1,740.00**
238833	1/6/2025	894935 VALENZUELA, PANCHO	PL2400032		PERMIT REFUND	
					001-3330-0000	2,200.55
					055-3719-0154	220.06
					055-3315-0000	110.03

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
238833	1/6/2025	894935 894935 VALENZUELA, PANCHO	(Continued)		**Total :**	**2,530.64**
238834	1/6/2025	889644 VERIZON BUSINESS	07686256		CITY HALL LONG DISTANCE	
					001-190-0000-4220	57.49
			07686257		CITY YARD LONG DISTANCE	
					070-384-0000-4220	17.25
			07686258		CITY HALL LONG DISTANCE	
					001-190-0000-4220	28.74
			07686259		POLICE LONG DISTANCE	
					001-222-0000-4220	64.73
			07686260		CITY YARD LONG DISTANCE	
					070-384-0000-4220	11.50
			07686262		PARKS LONG DISTANCE	
					001-420-0000-4220	17.53
			07686781		PW LONG DISTANCE	
					001-310-0000-4220	5.75
			07686792		CITY HALL LONG DISTANCE	
					001-190-0000-4220	63.24
					Total :	**266.23**
238835	1/6/2025	888390 WEST COAST ARBORISTS, INC.	217245		ANNUAL CITY-WIDE TREE TRIMMING	
				13368	012-311-0560-4600	4,375.00
					Total :	**4,375.00**
238836	1/6/2025	891531 WILLDAN ENGINEERING	00340022		NPDES CONSULTING SERVICES	
				13318	023-311-0000-4270	2,298.00
			00629114		TRAFFIC SIGNAL SYNCHRONIZATION I	
				12941	024-371-0510-4600	623.00
					Total :	**2,921.00**

88 Vouchers for bank code : bank3 **Bank total :** **385,652.43**

88 Vouchers in this report **Total vouchers :** **385,652.43**

EXHIBIT "A"
RES. NO. 25-011

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount

Voucher Registers are not final until approved by Council.

SPECIAL CHECK

EXHIBIT "A"
RES. NO. 25-011

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
238642	12/20/2024	103648 CITY OF SAN FERNANDO	PR 12/20/24		REIMB FOR PAYROLL W/E 12/13/24	
					001-1003	627,321.15
					007-1003	2,337.00
					027-1003	2,454.01
					028-1003	1,143.20
					029-1003	3,807.31
					030-1003	5,795.10
					041-1003	7,328.62
					043-1003	25,362.88
					070-1003	61,732.10
					072-1003	21,653.95
					074-1003	1,118.53
					094-1003	1,143.25
					110-1003	12,358.69
					Total :	**773,555.79**

1 Vouchers for bank code : bank3 — **Bank total :** **773,555.79**

1 Vouchers in this report — **Total vouchers :** **773,555.79**

Voucher Registers are not final until approved by Council.

ATTACHMENT "C"

RESOLUTION NO. 6212

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, APPROVING THE ISSUING OF WARRANTS PRIOR TO COUNCIL RATIFICATION DUE TO CANCELLATION OF REGULARLY SCHEDULED CITY COUNCIL MEETINGS

WHEREAS, warrants are not issued until ratification at Council meetings; and

WHEREAS, during certain months of the year, regularly scheduled Council meetings may be cancelled, causing extended periods of time between meetings; and

WHEREAS, this time lag may create undue hardship to those whom the City may owe funds.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of San Fernando, California, does hereby approve that regularly scheduled warrants, including consultants' billings, which would have been considered for ratification had not a regularly scheduled City Council meeting been cancelled, may be approved for issuance by a consensus of the City Administrator and the Finance Director. The check signature policy will not be amended by this action and the warrants will be subject to ratification at the next scheduled City Council meeting.

PASSED, APPROVED AND ADOPTED this 3rd day of August, 1992, by the following vote:

AYES: Acuna, Hernandez, Chacon, Wysbeek, Ojeda - 5

NOES: None - 0

ABSENT None - 0

Mayor, City of San Fernando

ATTEST:

City Clerk

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

I hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of San Fernando at a regular meeting thereof, held on the 3rd day of August, 1992.

City Clerk

APPROVED AS TO FORM:

City Attorney

ATTACHMENT "D"

THE CITY OF SAN FERNANDO

MEMORANDUM

To: Erica D. Melton, Director of Finance/City Treasurer

From: Sandra Franco-Rivas, Accounting Technician

Date: December 17, 2024

Subject: Release of Warrants

Due to the adjournment of the Regular City Council meeting on December 16, 2024, the warrant register was not approved. The City Council has passed a Resolution #6212 permitting the release of regular occurring warrants with the approval of the City Manager and the Director of Finance. Copy of resolution and warrant register is attached.

Approval is hereby provided:

Approved: _____
Erica D. Melton, Director of Finance/City Treasurer

Approved: _____
Nick Kimball, City Manager

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Mary Mendoza and Councilmembers

From: Nick Kimball, City Manager

Date: January 6, 2025

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)

- 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)

- 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 defer 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
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. The new Assistant to the City Manager was onboarded in mid-December. This project has been identified as a priority and staff will re-engage Granicus to move forward with Phase 2.

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

Tentative Completion Date: July 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

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 first round consideration was November 27, 2024. First round interviews were conducted on December 19, 2024.

Next steps are to schedule second interviews with the top two 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, 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.

Status: The agreement has been executed. Eight (8) applications have been approved. Scheduling has begun. Staff continuously receives applications.

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.

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 21, 2025.

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, Fernandeño 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 Walk Shop scheduled for December 7, 2024 was rescheduled to after the New Year to have more time to promote the event. Website description has been updated.

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. The item was continued to January 21, 2025 to allow staff to provide additional information.

Next City Council Action: A continued public hearing is scheduled for January 21, 2025, 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.

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.
- 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 were due on December 5, 2024. Two proposals were received. Staff is currently reviewing proposals and interviews are scheduled on January 9, 2025 with each of the firms.

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 February 3, 2025.

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).

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, 2025.

Next City Council Action: A public hearing is tentatively scheduled February 18, 2025, to introduce an ordinance for first reading.

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

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

Milestones	Tentative Date
• 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

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

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





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









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

























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 Fernandeño 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 Fernandeño Tataviam Band of Mission Indians was approved by City Council on October 21, 2024.
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 (9) 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
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.

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

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 planOn 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 (2) 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: 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.

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
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' 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.

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:

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.

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

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 began in late November and is ongoing, with an anticipated completion date in early March.

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.

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. All parties have signed the agreement and the Ticket Writers have been ordered. Delivery of devices is pending.

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. Installation of the software is pending.

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, January 2025; eSubpoena, January 2025; Flock ALPR Camera System, Installation Completed September 2024

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 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.

On Thursday, November 21, 2024, SFPD officers conducted a Crime Suppression Detail focused on surveillance and patrol of high-crime areas within the City. Five traffic citations were issued.

On Friday, November 22, 2024, an SFPD officer conducted a Traffic Enforcement Detail throughout the City, which led to the issuance of nine citations and the arrest of an unlicensed driver.

On Monday, November 25, 2024, SFPD detectives conducted a Bike Patrol Detail, resulting in one warrant arrest.

On Thursday, December 5, 2024, SFPD detectives and officers conducted a search warrant at a pawn shop in Arleta. The search warrant resulted in the arrest of one suspect and the recovery of $27,497.94 in stolen property.

On Saturday, December 7, 2024, SFPD conducted a Parking Enforcement Detail. During this detail, an SFPD CSO issued 21 parking citations and impounded one vehicle for expired registration.

On Friday, December 13, 2024, SFPD conducted a DUI Saturation Patrol Detail, resulting in three arrests and three citations.

On Saturday, December 14, 2024, SFPD conducted a Parking Enforcement Detail. One CSO issued forty-four (44) parking citations.

On Friday, December 20, 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 one felony arrest and one misdemeanor arrest.

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. Candidates completed interviews in December 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: The Police Corporal Review and approval of the Police Corporal job description, date to be determined.

Tentative Completion Date: February of 2025

Recreation & Community Services.

No project updates.

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 21, 2025.

Tentative Completion Date: January 2025

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 XIIID 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 has agendized this item for discussion and direction at the City Council Meeting on January 6, 2025.

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.

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. Per City Council direction, all remaining balances from completed projects will be directed for use to the Sidewalk Repairs (Project #14).

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

Next City Council Action: All ARPA funds have been contracted by the December 31, 2024 deadline. Staff will continue to use this report to ensure funds are fully expended by the December 31, 2026 deadline.

Tentative Completion Date: All funds must 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 with testing in its final phase with an expected roll out in February 2025.

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

Tentative Completion Date: February 2025

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.

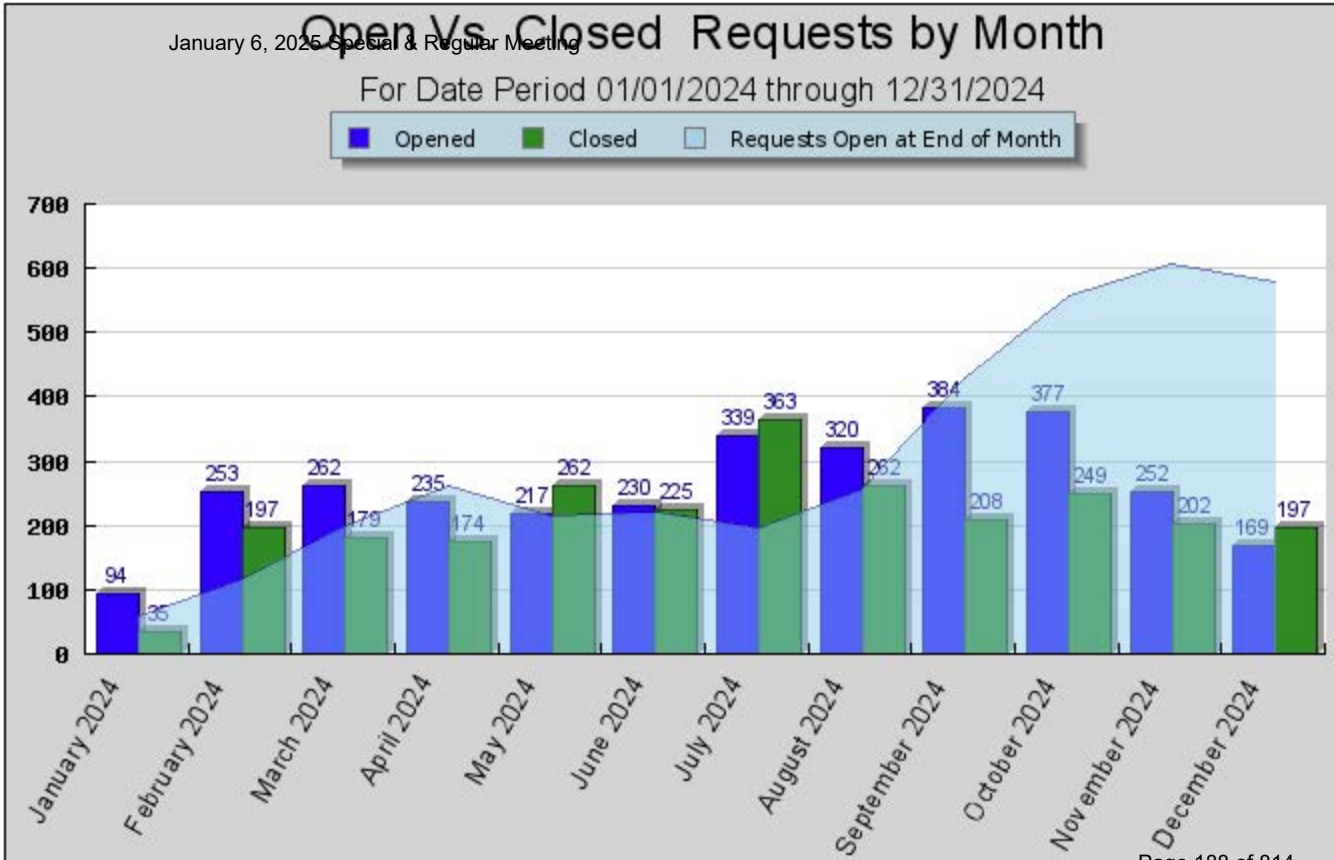
ATTACHMENTS:

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

ATTACHMENT "A"

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	25	2	**135**
Homelessness Outreach	12	20	16	10	14	8	21	12	17	37	8	8	**183**
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	33	10	330
Police													
Abandoned Vehicle	0	12	3	6	3	3	6	13	10	9	7	3	**75**
Total - Police	0	12	3	6	3	3	6	13	10	9	7	3	75
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	17	**80**
Graffiti and Sign Posting on P	38	66	50	56	60	52	82	95	93	70	39	22	**723**
Graffiti on Private Property	3	53	68	59	42	56	54	49	61	89	55	41	**630**
Illegal Dumping and Litter	11	64	49	69	60	55	99	90	98	86	71	43	**795**
Park Maintenance	0	0	6	4	0	2	2	1	15	3	2	2	**37**
Sidewalk Repair	4	6	9	7	8	7	11	6	18	23	4	4	**107**
Storm Drain and Flooding	2	1	0	1	2	0	0	4	0	3	0	1	**14**
Street Lighting	10	12	14	5	7	15	15	12	18	9	24	12	**153**
Street Repair	2	11	38	5	4	9	8	6	11	5	6	7	**112**
Street Signage	0	1	0	3	2	4	17	7	2	4	3	2	**45**
Traffic Signal	0	1	0	0	0	4	2	2	8	4	2	5	**28**
Total - Public Works	70	215	238	211	190	207	299	280	341	308	212	156	2727
All Topics													
Total All Topics	94	253	262	235	217	230	339	320	384	377	252	169	**3132**


Open Vs. Closed Requests by Month
For Date Period 01/01/2024 through 12/31/2024
Opened
Closed
Requests Open at End of Month
700
600
500
400
300
200
100
0
94
35
253
197
262
179
235
174
217
262
230
225
339
363
320
262
384
208
377
249
252
202
169
197
January 2024
February 2024
March 2024
April 2024
May 2024
June 2024
July 2024
August 2024
September 2024
October 2024
November 2024
December 2024

ATTACHMENT "B"

ARPA Expenditure Plan & Status Report

ITEM	STATUS	PROJECT/PROGRAM	BUDGETED	REVISED BUDGET	SPENT	CONTRACTED	REV BALANCE
1	Complete	Annual Street Repavement - Phase II	1,007,232	1,007,232	1,007,232	-	-
2	Complete	COVID-19 Relief/Response Reimbursement	205,940	205,940	205,940	-	-
3	Complete	Layne Park Revitalization Project	200,341	**200,000**	200,000	-	-
4	Complete	Council Chambers/AV Upgrade	24,981	24,981	24,981	-	-
5	In Progress	Upper Reservoir Project	850,000	850,000	731,978	118,023	-
6	In Progress	Homeless Outreach Services	300,000	300,000	145,126	154,874	-
7	In Progress	Pioneer Park Project	254,961	**255,235**	-	255,235	-
8	In Progress	Downtown Master Plan	250,000	250,000	135,205	114,795	-
9	Complete	Annual Street Repavement - Phase III	250,000	250,000	250,000	-	-
10	In Progress	Technology Improvements	179,845	179,845	31,171	148,674	-
11	In Progress	Las Palmas & Rec Park Generator Project	150,000	150,000	68,561	81,439	-
12	In Progress	City Mobile App - Virtual San Fernando	148,200	148,200	50,632	97,568	-
13	Complete	Feasibility Study - New City Park Space	50,000	**49,592**	49,592	-	-
14	In Progress	Sidewalk Repairs	1,006,900	**1,016,595**	-	1,016,595	-
15	In Progress	First Time Home Buyer & Rehab Loan Program Revolv	50,000	50,000	-	50,000	-
21	In Progress	Bus Shelter Project	114,939	114,939	-	114,939	-
16	In Progress	Las Palmas HVAC Project	400,000	**399,848**	115,568	284,280	-
17	In Progress	Citywide Curb Repainting	200,000	200,000	178,709	21,291	-
18	In Progress	City Hall Beautification	100,000	**99,770**	-	99,770	-
19	In Progress	Park IT Server Room Transition	50,000	**45,909**	10,634	35,275	-
20	In Progress	Wifi at LP & Recreation Park w/Computer Rooms	25,000	**20,254**	20,254	-	-
		Total $	**5,818,339**	**5,818,339**	**$ 3,225,581**	**$ 2,592,758**	**$ -**

NOTE: *Per City Council direction, remaining balances from completed projects have been directed to the Sidewalk Repairs. Changes from original budget are denoted in* ***blue.***

All funds have been fully contracted by December 31, 2024, per ARPA guidelines. Staff will continue to report on expenditures through the December 31, 2026 deadline.

ATTACHMENT "C"

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 spade 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 involveds 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 covereds approximately two (2) miles of street. In addition to paving activities, new striping and pavement markings will bewas 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 has completed all paving operations of the contract. Contractor is currently working on punch list itemscompleted 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 (1-6-2025) ATT D (CONTRACTS)

ATTACHMENT "D"

Contract No.	Effective Date	Expiration Date	Company name	Description of Services	Contract Amount "Not-To-Exceed"	Extendable	Approved By CC or Admin	Dept.	Procurement Process	Notes
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
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
2164	6/1/2023	12/24/2024	Willdan Engineering Consultants	Building Inspection Services	$24,950.00	-	Admin	CD		
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 amound and extend term)	$305,000.00	-	CC	CD		9/30/2024: Per Erika R. okay to expire
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		

ADM_City Council Enhancement Project and Priority Updates (1-6-2025) ATT D (CONTRACTS)

Contract No.	Effective Date	Expiration Date	Company name	Description of Services	Contract Amount "Not-To-Exceed"	Extendable	Approved By CC or Admin	Dept.	Procurement Process	Notes
2272	7/18/2024	12/31/2024	The Language Pros	Interpretation and Translation Services	$15,000.00	-	Admin	CLK		
2322	11/18/2024	12/31/2024	International Institute of Los Angeles	Participationg in the Low Income Fare is Easy (LIFE) Program	$0.00	-	CC	RCS	Not Applicable	
1901(a)	11/18/2024	12/31/2024	United Maintenance Systems	First Amendment for Janitorial Services (extending term)	$214,200.00	No	CC	PW	Extending Term	
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
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		
2289	9/3/2024	3/25/2025	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		11/19/2024: NTP on January 20, 2024, completion w/in 45 working days
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
2284	8/19/2024	4/2/2025	Carrier Corporation	HVAC Upgrades and Roof Replacement at Las Palmas Park (Sourcewell Contract No. 070121-CAR)	$385,225.00	-	CC	PW		NTP on 1/3/2025, complete w/in 60 working days

ADM_City Council Enhancement Project and Priority Updates (1-6-2025) ATT D (CONTRACTS)

Contract No.	Effective Date	Expiration Date	Company name	Description of Services	Contract Amount "Not-To-Exceed"	Extendable	Approved By CC or Admin	Dept.	Procurement Process	Notes
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
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		
2316	11/18/2024	30 days from NTP	R.C. Becker Inc.	Bus Shelter Construction Project, Job No. 7609	$382,541.73	-	CC	PW	Notice Inviting Bids	
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
2225	2/20/2024	Commence w/in 10 calendar days of NTP, work shall be completed by 45 working days	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 (1-6-2025) ATT D (CONTRACTS)

Contract No.	Effective Date	Expiration Date	Company name	Description of Services	Contract Amount "Not-To-Exceed"	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	Not Applicable	
2327	11/22/2024	Final Approval by City	San Fernando Recovery (Applicant) and Chambers Group Inc (Consultant)	Agreement for the Preparation of Environmental Review Documents (CEQA) Project Location: 732-762 Griswold	$0.00	-	Admin	CD	Not Applicable	
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 (1-6-2025) ATT D (CONTRACTS)

Contract No.	Effective Date	Expiration Date	Company name	Description of Services	Contract Amount "Not-To-Exceed"	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 expediture 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 expediture 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		
2317	11/18/2024	Through expediture of Grant Funds	Los Angeles County Flood Control District (LACFCD)	MOU for Well 3 Nitrate Removal Treatment System Grant Funds	$750,000.00	-	CC	PW	Grant	Replace signature following LACFCD signing
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. Analystics & 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		
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		

ADM_City Council Enhancement Project and Priority Updates (1-6-2025) ATT D (CONTRACTS)

Contract No.	Effective Date	Expiration Date	Company name	Description of Services	Contract Amount "Not-To-Exceed"	Extendable	Approved By CC or Admin	Dept.	Procurement Process	Notes
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 Subsidary Agmt)	$0.00	-	Admin	FIN		
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, LOA.P00F1505)	$1,513,000.00	-	Admin	PW		Filed as Administrative Contract, Added a Contract Number and moved to correct folder
2131	1/3/2023	VOID	Hannon Armstrong	HVAC & BESS	VOID	VOID	VOID	VOID		NOT APPROVED BY COUNCIL - VOID
2150	5/1/2023	VOID	Shuster Advisory Group, LLC & ALTA Trust Company	Adoption Agreement for the Multiple Employer OPEB/Pension 115 Trust	VOID	VOID	VOID	VOID		Merged with Contract No. 2149

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Mary Mendoza and City Councilmembers

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

Date: January 6, 2025

Subject: Receive and File the 2024 Commissioner Attendance Report

RECOMMENDATION:

It is recommended that the City Council receive and file the 2024 Commissioner Attendance Report (Attachment "A").

BACKGROUND:

1. On October 16, 2023, the City Council approved the first draft version of the Guidelines for Boards, Commissions and Committees Handbook ("Handbook") and directed staff to return to a future City Council meeting to include, but not limited to, amendments to the Commissioner Application, add procedures for the selection of the Commission Chair and Vice Chair, clarify which commissioners must file a Form 700 Statement of Economic Interest Report, and effective immediately, to provide a monthly report to the City Council on Commissioner attendance, highlighting absenteeism for any Commissioner who has been absent from three or more meetings in a calendar year.

2. In November 2023, the City Clerk began providing Monthly Commissioner Attendance Report to the City Council. This Report is updated and provided to City Council monthly

3. On February 5, 2024, the City Council adopted Resolution No. 8260 approving the final version of the Guidelines for Boards, Commissions and Committees Handbook (Attachment "B"). Distribution of the final Guidelines was provided to each Commissioner by the City Clerk in March 2024 and subsequently as part of the new Commissioner onboarding process.

ANALYSIS:

The City Council serves as the legislative body responsible for making major policy decisions and providing direction for the City of San Fernando. As part of their legislative responsibilities, City Council appoints Commissioners to the City's four active Commissions: 1) Education Commission, 2) Parks, Wellness, and Recreation Commission, 3) Planning and Preservation Commission, and 4) Transportation and Public Safety Commission.

City Commissions play an essential role in enhancing governance by offering a forum for discussion on specialized areas of importance, fostering community engagement, streamlining decision-making, ensuring accountability, and increasing transparency. Commissions help bridge the gap between government and residents, enabling informed and inclusive decisions that address community needs effectively.

The City Council holds the authority to appoint individuals to City Commissions. Pursuant to Government Code Section 36506, appointed Commissioners serve voluntarily and at the pleasure of the City Council. Each Councilmember may nominate one individual to serve on each Commission. Such nominations require ratification by a majority of the City Council.

A quorum of Commission members is essential to conduct Commission business. Commissioners are expected to attend all regularly scheduled monthly meetings, actively participate in deliberations, and vote on matters requiring recommendation to the City Council. Page 11 of the Commissioner Handbook (Attachment "B") states that if any Commissioner is absent from three or more meetings in a calendar year, that information will be reported to the City Council and can be grounds for removal.

Since November 2023, the City Clerk's Office has been submitting monthly Commissioner attendance reports via email to the City Council, highlighting any Commissioner who has been absent from three or more meetings in a calendar year. The November 2024 report noted that Commissioner Erica Friend of the Parks, Wellness, and Recreation Commission was absent from three or more regular Commission meetings in 2024.

Staff reached out to Commissioner Friend, who explained that her absences were due to work-related out-of-state travel. Commissioner Friend expressed her desire to continue to serve on the Parks, Wellness, and Recreation Commission and indicated that she is available to attend regular meetings. Removal from a Commission due to absenteeism is not automatic and requires a City Council action. If the City Council would like to consider Commissioner Friend's removal from service on the Commission, then direction will need to be given to staff to prepare a staff report for consideration at a future City Council meeting.

BUDGET IMPACT:

The City Council Commission updates are included in the City Clerk's regular work plan and, therefore, included in the Fiscal Year 2024-2025 Adopted Budget.

CONCLUSION:

It is recommended that the City Council receive and file the staff report and provide direction to staff as applicable.

ATTACHMENTS:

A. November Monthly Commissioner Attendance Report
B. Resolution No. 8260 - Guidelines for Boards, Commissions and Committees Handbook

ATTACHMENT "A"

Commissioner Meeting Attendance
Monthly Report - November 2024

COMMISSIONER ATTENDANCE				Nov-24	
	C=Chair; VC=Vice Chair		Appointed By	Regular Mtg	Special Mtg
TRANSPORTATION & PUBLIC SAFETY COMMISSION					
PW/PD	*First Thursday Monthly | 6 pm | Council Chambers*				
	C	Rudy Trujillo	Celeste Rodriguez	Present	
		Miguel Montañez	Victoria Garcia	Absent = 1st in calendar year	
		Nicole Mohr	Joel Fajardo	Present	
	VC	Julie Cuellar	Mary Mendoza	Absent = 1st in calendar year	
		Zoe Rodriguez	Mary Solorio	Present	
PLANNING & PRESERVATION COMMISSION				Cancelled	
CD/PW	*Second Monday Monthly | 5:30 pm | Council Chambers*				
	VC	Cecilia Martinez	Joel Fajardo		
		Fernando Diaz	Cindy Montañez		
		Francisco Solorio	Mary Solorio		
		Sylvia Ballin	Mary Mendoza		
	C	Sean Rivas	Celeste Rodriguez		
PARKS, WELLNESS & RECREATION COMMISSION					
RCS	*Second Thursday | 6:30 pm | Council Chambers*				
		Natasha Sanchez-Brooks	Joel Fajardo	Present	
		Julie Cuellar	Victoria Garcia	Present	
	C	Robert Gonzales	Celeste Rodriguez	Present	
	VC	Patty Lopez	Mary Mendoza	Present	
		Erica Friend	Mary Solorio	Absent = 4th in calendar year	
EDUCATION COMMISSION					
RCS	*Last Tuesday Monthly | 4:30 pm | Council Chamber*				
	VC	David Govea	Mary Solorio	Present	
		Sonia Mariscal Navarro	Victoria Garcia	Present	
		Olivia Robledo	Robert Gonzales (Form.) (Rodriguez to appt)	Present	
		Laurel Rodriguez	Mary Mendoza	Present	
	C	Angel Zobel-Rodriguez	Joel Fajardo	Present	

ATTACHMENT "B"

RESOLUTION NO. 8260

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, APPROVING THE GUIDELINES FOR BOARDS, COMMISSIONS AND COMMITTEES HANDBOOK

WHEREAS, in response to the evolving needs of the community, the City Council plays a pivotal role in shaping the City's future. Central to this process are the Commissioners and Committees, who are essential advisory bodies comprised of dedicated community members appointed by the City Council. These bodies serve an important function by providing recommendations on various matters within their purview. In addition to advising the City Council, some Commissions, such as the Planning and Preservation Commission, have legislative duties. These Commissions and Committees help ensure that the City Council's decisions are informed and well-rounded; and

WHEREAS, the City Council serves as the ultimate deliberative body regarding all business and policy matters for the city and wishes to establish consistent guidelines and processes for individuals appointed to a City Commission and basic operation of its Boards, Commissions and Committees (Commission); and

WHEREAS, the City Commissioners serve as voluntary members from the community advising the City Council on policies related to the purpose of their Commission's scope and are expected to attend all meetings, actively participate and deliberate, and vote on any matters that are requested for recommendation to the City Council.

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

SECTION 1. **Recitals.** That by adoption of this resolution, the City Council finds that the facts set forth in the Recitals of this Resolution are true and correct.

SECTION 2. **Findings.** That by adoption of this resolution, the City Council, as consideration of the Guidelines for Boards, Commission and Committees Handbook, as recommended by City staff, makes the following findings:

a. The proposed Guidelines for Boards, Commissions and Committees Handbook will assist to create consistency and streamlining the onboarding and orientation process, and provides basic clarity and guidance to newly appointed City Commissioners on general practices for the operation of Commissions.

b. The Guidelines for Boards, Commissions and Committees handbook may be updated by the City Manager, as applicable in order to develop and implement a Commissioners training program.

SECTION 3. That by adoption of this resolution, the City Council hereby approves and adopts the Guidelines for Boards, Commissions and Committees Handbook, attached hereto as Exhibit "A", which includes general rules and practices to provide guidance to Commissioners serving on a Commission.

SECTION 4. **Effective Date.** This Resolution shall take effect Immediately upon Its adoption by the City Council and the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED, AND ADOPTED THIS 5th day of February, 2024.

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

ATTEST:

Julia Fritz, City Clerk

RES. NO. 8260

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. 8260 which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 5th day of February, 2024, by the following vote of the City Council:

AYES: Solorio, Fajardo, Rodriguez - 3

NAYS: Mendoza - 1

ABSENT: None

ABSTAINED: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this 14th day of February, 2024.

Julia Fritz, City Clerk

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CITY OF SAN FERNANDO

GUIDELINES FOR BOARDS, COMMISSIONS AND COMMITTEES

ADOPTED: FEBRUARY 5, 2024 – RESOLUTION NO. 6260

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WELCOME!

Congratulations on becoming a valued member of the City of San Fernando team as a City Commissioner! I am thrilled to have you on board, as your appointment holds immense significance for your Commission's vital role in advising the San Fernando City Council on matters of utmost importance to our community.

This comprehensive Commissioners Guidelines has been thoughtfully crafted to provide you with essential information pertaining to your participation in public meetings, expectations regarding attendance, and the pivotal roles of Commissioners, staff, and Council liaisons as you collaborate with your Commission on the development of its advisory areas.

Your dedication and contributions as a Commissioner will undoubtedly make a positive impact on our community and enhance the effectiveness of the San Fernando City Council. Your commitment to service is truly commendable, and I eagerly anticipate witnessing the remarkable work you will accomplish on your Commission, representing the best interests of the San Fernando community.

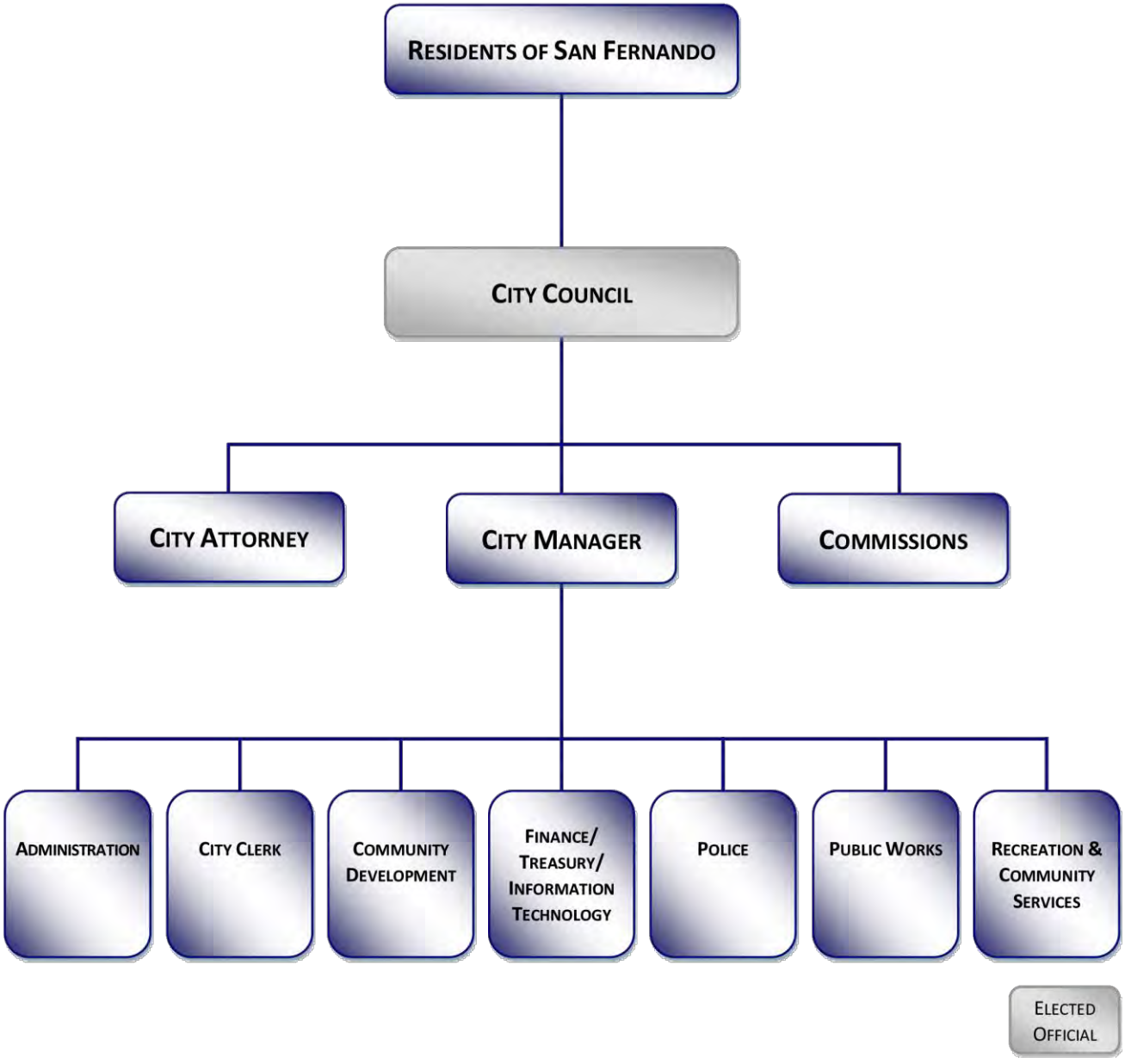
Thank you for your unwavering commitment and valuable service to the San Fernando community. Together, we will continue to strive for excellence and make a lasting difference.

Warm Regards,

Nick Kimball
City Manager

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CITY ORGANIZATION CHART



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INTRODUCTION AND OVERVIEW

City of San Fernando is a California municipality of approximately 24,500 residents, and incorporated as a General Law City in August of 1911. The City of San Fernando is governed by a five-member City Council elected to staggering four-year terms by voters of San Fernando on the November ballot, held on each even year. In December of each year, the City Council holds an annual reorganization to select a Mayor and Vice Mayor from among the five Council members. The appointments are made by a majority vote of the City Council and are for a one-year term until the next annual reorganization.

The City Council is the legislative body responsible for making all major policy decisions and direction for the City of San Fernando, including adoption of the City's annual budget, major land use plans, infrastructure projects and facility and program activities. The Council relies on advisory input from many sources, including the City Commissions.

CITY COMMISSIONS: ROLES, RESPONSIBILITIES, AUTHORITY AND SPECIAL ASSIGNMENTS

ROLES

Commissioners serve as voluntary members from the community advising the City Council on policies related to the purpose of their Commission. They are expected to attend all meetings, actively participate and deliberate, and vote on any matters that are requested for recommendation to the City Council.

A commissioner's function is to listen, evaluate, advise, suggest and recommend. The commissions make recommendations to the City Council. Commissions examine alternative courses of action, evaluate each alternative, reach a conclusion and present a final recommendation for City Council consideration. This process ensures that the proper public officials are the ultimate decision-makers. The responsibility for allocating public resources rests with the duly-elected representatives of the City. This responsibility may not be delegated to others.

Once per year, Commissioners will vote to elect a Chair and Vice Chair of the Commission, and referred to as, the Annual Reorganization. The Chair is responsible for leading the meetings of the Commission. The Chair shall call the meeting to order, state items to be discussed on the agenda, permit all members the opportunity to be heard, allow for comments from the public, call for a vote when required and work directly with the staff liaison to ensure a successful meeting. The Vice Chair shall serve the role of Chair in the absence of the Chair.

ANNUAL REORGANIZATION PROCESS

The Annual Reorganization general occurs in July at the Commissions regular meeting, with the exception of the Planning and Preservation Commission as per the by-laws the annual reorganization occurs in January. The terms of office of the Chair of the Commission and Vice Chair shall be for one year, or until their successors have been chosen. Nothing herein shall be deemed or construed to prohibit any person from serving any number of consecutive one-year terms in any office in this City.

The following procedure shall be used for the selection of a Chair:

a. Commission Secretary opens the nominations for the position of Chair
b. Nomination(s) is/are made for Chair, and seconded
c. Hearing no objections, motion to close nominations
d. Commission Secretary conducts a roll call vote and request each Commissioner announce their vote for Chair until a Chair is elected by majority vote
e. Commission Secretary announces the results

Procedures a-e above are followed to select the Vice Chair.

RESPONSIBILITY

The City Council serves as the ultimate deliberative body regarding all business and policy matters for the city. Any requests for significant work by Commissions shall be considered by the City Council, resulting in recommendations. The City Council will then vote to approve applicable recommendations on any city policy or expenditure(s). Commissioners do not direct or delegate work tasks to City staff and Commission liaisons. Commission annual work plan activities and assignments are to be completed by Commissioners.

Outlined below are examples of some areas in which commission members focus their attention:

A. Providing in-depth analysis of specific problems
B. Creating a forum to encourage broad citizen participation
C. Assessing specific departmental matters, while taking into consideration the overall direction of the City
D. Providing in-depth analysis of issues that may be brought forward as a recommendation to the City Council for potential action.

There are four (4) City of San Fernando Commissions. Each Commission consists of five (5) City Council-appointed representatives. Please refer to **Exhibit "A"**, attached herewith, for a detailed description of each Commission, as outlined in the San Fernando City Code.

A brief general overview of each City Commission is provided below and corresponding meeting day and time:

Education Commission. (Ord. No. 1605, § 1, 5-16-2011)
Regular Meeting Day and Time: Monthly on the last Tuesday, at 4:30PM
Staff Liaison: Director of Recreation and Community Services

The duties of the Education Commission is to:
(a) Establish and act as a liaison between the city and local school administrations, the city's school board representative for the Los Angeles Unified School District and representatives from other public and private schools operated in the city;
(b) Initiate studies, investigations, surveys and make recommendations to the City Council regarding local K-12 education and local higher learning, educational grant and educational scholarship opportunities.
(c) Coordinate with the city police chief on the implementation of the School Resource Officer Program in local Los Angeles Unified School District schools and the deployment of a school resource officer at those schools.
(d) Subject to the approval of the City Council, the education Commission may make and alter such rules and regulations for its organization and procedure as are consistent with this chapter, other city ordinances and state law.

Parks, Wellness and Recreation Commission. (Ord. No. 1586, § 4, 3-16-2009)

Regular Meeting Day and Time:	Monthly on the Second Thursday, at 6:30PM
Staff Liaison:	Director of Recreation and Community Services

The powers and duties of the Commission shall be:

(1) Initiating studies, investigations and surveys and making recommendations to the City Council relative to the creation, operation, maintenance, management and control of the community recreation programs of parks, playgrounds and indoor and outdoor recreational activities.
(2) Subject to the prior approval of the City Council, adopting by resolution, rules and regulations not inconsistent with this code and city ordinances, for the maintenance, improvement, use and operation of the parks, playgrounds, bathing facilities, recreation centers and other similar facilities of the city;
(3) Participate in the development of a master plan for all parks and playgrounds owned and operated by the city and, upon approval of the plans by the City Council, working consistently toward the achievement of the plan and for the improvement of the plan as originally approved.
(4) Initiating studies, investigations and surveys and making recommendations to the City Council relative to health, wellness and fitness, including such activities and programs created and/or maintained for the same by the director of recreation and community services.
(5) Upon request of the City Council, making other investigations, reports and recommendations upon subjects or other matters referred to it by the City Council.
(6) Planning and implementing cultural special events and planning and Commissioning art in public places (e.g., murals, sculptures, city monuments, etc.).
(7) Developing a list of activities that would be presented for council approval. Such activities will address a diverse and broad approach to culture, not any one culture. The activities would introduce the community to all cultures in this city and beyond.
(8) Identifying and, subject to City Council approval, securing outside funds to implement its activities, thereby saving City resources.

Sec. 54-64. Powers and duties concerning city-owned historic resources.

The following sites and improvements are declared by the City Council to be historic resources. The Commission shall have responsibility for programming the maintenance, improvement, use and operation of these city-owned historic resources, subject to approval by the City Council:

(a) The Lopez Adobe site at the southwesterly corner of the intersection of South Maclay Avenue and Pico Street.
(b) Such other historic resources as the council shall from time to time select and add to this section by amendment.

Planning and Preservation Commission. (Ord. No. 1586, § 1, 3-16-2009)
Regular Meeting Day and Time: Monthly on the Second Monday, at 6:30PM
Staff Liaison: Director of Community Development

The duties of the planning and preservation Commission shall include the following:

(a) 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; and
(b) 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.
(c) 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.

Transportation and Public Safety Commission. (City Code 1709, § 13.26.3)
Regular Meeting Day and Time: Monthly on the First Thursday, at 6:00PM
Staff Liaison: Director of Public Works and Police Chief

The duties of the Transportation and Public Safety Commission is to:

(1) Suggest the most practicable means for coordinating the activities of all city officers and agencies having authority with respect to the administration or enforcement of traffic regulations;
(2) Stimulate and assist in the preparation and publication of transportation safety and traffic reports;
(3) Receive complaints having to do with traffic matters; and
(4) Recommend to the City Council, the chief of the traffic division and other city officials ways and means for improving traffic conditions and the administration and enforcement of transportation safety and traffic regulations.
(5) The Transportation and Public Safety Commission shall act solely as an advisory board to the City Council and an advocate for public safety and traffic services with respect to matters relating to public safety, including understanding police and fire operations, crime prevention, emergency preparedness, traffic and transportation, and any other matters which may be assigned to it from time to time by the City Council, and shall study and make recommendations as to such matters directly to the City Council in an advisory capacity. Unless expressly authorized by the City Council, the Commission shall not represent itself to be acting for or on behalf of the City Council, nor shall it commit the officers, employees, or staff of the City in any manner or to any course of action. To the contrary, the Commission shall act as a study center and clearinghouse for advisory action to the City Council. The Commission shall have no authority or jurisdiction to make, recommend, or approve any action with regard to public safety personnel actions or investigations.

AUTHORITY

The City Manager shall appoint a City staff liaison to each Commission to provide staff support and work closely with the Chair to develop the meeting agendas and any information gathered for benefit of the Commissioners. Extensive training is provided in particular to the City's Planning and Preservation Commissioners, commensurate with those duties related to land use decision making – serving as a quasi-judicial body.

All Commissions are intended to be an advisory body (excluding the Planning and Preservation Commission) only and serve at the pleasure of the City Council. Commissions are not allowed to direct City staff that will result in an expenditure of staff resources exceeding the applicable amounts allocated in the approved annual budget.

The administrative staff liaison reports to and is responsible to the City Manager, who assigns staff liaisons to work with each city commission. The City Attorney is an appointed official who reports directly to the City Council. Therefore, all communications between City Attorney and commissions are to be directed through the assigned commission staff liaison, who will then contact the City Attorney if applicable. The City Attorney may be available to provide legal advice when asked by the staff liaison regarding the Brown Act, parliamentary procedure, or on topics related to the Commission's business. Except for the Planning and Preservation Commission, the City Attorney will not attend Commission meetings on a regular basis.

SPECIAL ASSIGNMENTS: AD HOC COMMITTEES

From time to time, as needs arise, the Commissions may choose to form an Ad Hoc Committee, which are less formal in nature, have a clear and definite scope and will be dissolved upon completion of the scope, unless otherwise extended by the Commission with a new scope or unfinished scope. Ad Hoc Committees are not subject to the requirements of the Ralph M. Brown Act. Ad Hoc Committees consist of City staff and two Commissioners that are appointed by the Commission and shall report back to the Commission at appropriate intervals regarding informational updates and upon conclusion of the task assigned by the Commission. Ad Hoc Committee's service concludes once a final report is provided, scope of work is completed, or as the Commission directs.

MEMBERSHIP RECRUITMENT, APPLICATION, APPOINTMENT, TERM LIMITS AND ORIENTATION PROCESS

MEMBERSHIP RECRUITMENT, APPLICATION

To apply, the person must be 18 years of age and a resident of the City of San Fernando. Pursuant to Government Code section 1020, subdivision (b): "Notwithstanding any other law, a person, regardless of citizenship or immigration status, is eligible to hold an appointed civil office if the person is 18 years of age and a resident of the state." Interested applicants must complete an "Application to Serve on a City Commission" **(Exhibit "B")** that includes a biography and be submitted to the City Clerk's Office via email: cityclerk@sfcity.org; delivery in person or through the US postal mail service, City Hall 117 Macneil Street, San Fernando. Copies of applications are provided to the appointing Councilmember for their consideration and their final recommendation to approve the appointment is ratified by the City Council.

APPOINTMENT, TERM LIMITS AND ORIENTATION PROCESS

Appointment of City Commissioners. (Ord. No. 1648, § 3, 12-7-2015) **(Exhibit "C")**

(a) The City Council shall have the authority to appoint individuals to City Commissions.
(b) Appointed members of Boards and Commissions serve at the pleasure of the City Council, pursuant to Government Code Section 36506.

Method of appointment to Commissions. (Ord. No. 1648, § 3, 12-7-2015)

Unless otherwise specified in the City Code, each City Councilmember is, assigned a position that correlates to a position on each Commission. That Councilmember will have the authority to nominate an individual to serve in the assigned position on the Commission. Each such nomination shall require ratification by a majority of the City Council.

Removal of Commission Members; Vacancies. (Ord. No. 1648, § 3, 12-7-2015)

(a) All Commissioners serve at the pleasure of the City Council and any Commissioner may be removed, with or without cause, either by a majority of the entire membership of the City Council or by the Councilmember who individually appointed such Commissioner.
(b) If vacancies in any Commission occur, other than by expiration of the term, such vacancies shall be filled by appointment for the unexpired portion of the term. The City Councilmember who nominated the vacating Commissioner shall nominate a replacement Commissioner, subject to ratification by a majority of the City Council.

Term of Commissioners. (Ord. No. 1648, § 3, 12-7-2015)

The term of office for each Commission member shall be one year; however, each member shall continue in the position beyond one year until replaced by the assigned City Councilmember or until the member resigns.

Rules of Decorum for Commissions. (Ord. No. 1648, § 3, 12-7-2015)

(a) Decorum and order—Commissioners.
    (1) Commissioners shall accord the utmost courtesy to each other, to city employees, and to the public appearing before the Commission and shall refrain at all times from rude and derogatory remarks, reflections as to integrity, abusive comments, and statements as to

motives and personalities.

(2) Every Commissioner desiring to speak shall address the Chair of the Commission and, upon recognition by such Chair, shall confine discussion to the question under debate.

(3) Every Commissioner desiring to question administrative staff should address questions to the City Manager who may answer the inquiry directly or designate the appropriate staff member to timely respond to such inquiry.

(4) A Commissioner, once recognized, shall not be interrupted while speaking, unless called to order by the Chair of the Commission, or a point of order is raised by another Commissioner, or the speaker chooses to yield to questions from another Commissioner.

(5) Any Commissioner may move to require the Chair of the Commission to enforce the rules. A majority of the Commission shall require enforcement of the rules if the Chair of the Commission has refused.

(b) Decorum and order—Employees. Members of administrative staff and city employees shall observe the same rules of procedure and decorum applicable to members of Commissions. The City Manager shall ensure that all city employees observe such decorum. Any staff member, including the City Manager, desiring to address the Commission or members of the public shall first be recognized by the Chair of the Commission. All remarks should be addressed to the Chair of the Commission and not to any one individual Commissioner or member of the public.

(c) Decorum and order—Public. Members of the public attending Commission meetings shall observe the same rules of order and decorum applicable to the Commission. Each person who addresses the Commission shall not make personal, impertinent, slanderous or profane remarks to any member of the Commission, staff or general public. Any person who makes such remarks, or who utters loud, threatening, personal or abusive language, or engages in any other disorderly conduct which disrupts, disturbs or otherwise impedes the orderly conduct of the Commission meeting shall, at the discretion of the Chair of the Commission or a majority of the Commission, be barred from further audience before Commission during that meeting.

(d) Personal interest. No Commissioner disqualified from participation under state or local law shall remain at the Commission dais during the debate or vote on such matter. The Commissioner shall publicly state the grounds for disqualification on the record and, upon acceptance by the Chair of the Commission, leave the dais during the debate or vote on the issue.

(e) Limitations on debate. No Commissioner shall be allowed to speak more than once upon any one subject until every Commissioner choosing to speak has spoken. Merely asking a question, or making a suggestion, is not considered speaking.

(f) Dissents and protests. Any Commissioner shall have the right to express dissent from, or protest to, any action of the Commission and request that the reason be entered into the minutes.

(g) Procedures in absence of rules. In the absence of a rule to govern a point or procedure, Robert's Rules of Order shall govern.

ORIENTATION PROCESS/ONBOARDING

The staff liaison shall provide onboarding to newly appointed Commissioners. Training is provided in particular to the Planning and Preservation Commissioners, commensurate with those duties related to land use decision making – serving as a quasi-judicial body - per the San Fernando Municipal Code. It is the Commissioner's responsibility to ensure staff has up-to-date contact information and regularly monitors their City issued email to allow for communication for distribution of agendas or other important information. A "Check-off List for New/Outgoing Commissioners", **(Exhibit "D")** is used to ensure that every aspect of the new Commissioner appointment be covered during the onboarding process.

COMMISSIONER PARTICIPATION

The primary purpose of each Commission is to provide a forum for the thorough vetting of matters within the commission's subject matter jurisdiction, before they are presented to the City Council. A secondary purpose is to provide guidance to City staff on matters within the commission's subject matter jurisdiction, enabling staff to obtain interim guidance as they develop and refine matters for presentation to the City Council. The objective is to eliminate, to the extent possible, those situations where the City Council is forced to deal with large and difficult issues at their meetings without any prior formal discussion or analytical input to guide staff's work product.

When attending Commission meetings, all voting members have the opportunity and right to participate and be heard. The Chair of the Commission holds the responsibility for the Decorum and Order at the meetings, and shall permit each Commissioner to offer comments and make motions on matters on the meeting agenda pursuant to the Parliamentary Procedure **(Exhibit "E").**

Additionally, some Commissions are expected to participate outside of the regular meetings. For example, Planning and Preservation Commissioners may attend the annual Planners Institute offered by the League of California Cities. Several Commissions participate in various events throughout the year and other participation in Commission events may be required.

COMPENSATION

Compensation is based on monthly commission meeting attendance. Commissioners receive a monthly stipend of $100/per Commission meeting attended, maximum one Commission meeting per month. If a regularly scheduled Commission meeting is cancelled due to City Hall closure or other unforeseen circumstance, and the regular meeting is rescheduled to the following month, the Commissioners are still eligible for payment of their monthly stipend for said cancelled regular monthly meeting. Pursuant to Government Code Section 1020 (c): "Notwithstanding any other law, a person appointed to civil office, regardless of citizenship or immigration status, may receive any form of compensation that the person is not otherwise prohibited from receiving pursuant to federal law, including, but not limited to, any stipend, grant, or reimbursement of personal expenses that is associated with carrying out the duties of that office."

Commissioners have the option of requesting to waive their monthly stipend **(Exhibit "F")** and choose to have their stipend donated to one of the following pre-approved City programs: Education Commission Scholarship, Senior Club, Mariachi Master Apprentice Program (MMAP), support toward a Recreation Program or Cultural Event, and General City Services. If a Commissioner(s) is ineligible to receive a stipend, those funds would automatically be donated to the Education Commission's Annual Scholarship Program.

MEETINGS, AGENDAS, LAWS AND REGULATIONS

MEETING INFORMATION AND AGENDAS

Advisory groups are generally required to hold regular meetings on regularly specified meeting dates and at regularly scheduled times. Meetings are to be open and public with an agenda published and posted 72 hours before the meeting. (See "The Brown Act" section.)

Adjourned meetings are those called by the chairperson to complete business on an agenda that is not acted upon during the regular meeting. A specified date and time is announced to the public and recorded in the minutes.

A special meeting requires twenty-four (24) hours of advance public notice The public notice of the special meeting must contain the time, place, and the subject matter to be discussed. Only items included in the agenda notice are allowed. Staff liaisons will work with the Commission to determine if there is a need to schedule a special meeting.

If a regular meeting needs to be cancelled, the ultimate decision rests with the staff liaison to determine whether the meeting will take place. It is not within the purview of the Chairperson to request the cancellation of the meeting or to make decisions regarding its cancellation.

APPLICABLE LAWS AND REGULATIONS

All City Council Commissions shall comply with the requirements of the Ralph M. Brown Act. Each Commission has an established date, time and place for regular meetings, as required by the Ralph M. Brown Act. In order to minimize the extra demands on City staff, and to maximize public participation, each standing Commission shall, to the maximum extent possible, conduct its business at the regularly scheduled meeting.

The Political Reform Act of 1974 (PRA), codified in the California Government Code Section 87200, aims to prevent self-dealing in governmental decision-making. It mandates the disclosure of personal income and assets by most state and local officials and requires them to abstain from decisions that could affect their economic interests. Members of the City Council, the City Manager, City Attorney, City Treasurer and the Planning and Preservation Commissioners are required to complete an annual Form 700 (Exhibit “G”) pursuant to Government Code Section 87200**.** In addition, on a biennial basis, the City is required to review and adopt a resolution to designate certain individual positions that make or participate in making government decisions, to be required to file an annual Form 700. Currently, the City does not include the Parks, Wellness and Recreation, Education and Transportation and Public Safety Commissioners as designated filer positons and therefore members of those commissions are not required to file a Statement of Economic Interest Form 700. The City’s Adopted Designated Filer Positions to the City’s Conflict of Interest Code is included as Attachment “A” to Exhibit “G”.

REQUIRED ATTENDANCE / POLICY FOR REMOVAL

A quorum is essential to be able to conduct business. A majority of members of a body forms a quorum. Commissioners are expected to attend all regular meetings. Meetings are scheduled at specified times each month or at regular intervals. Commissioners attendance and participation in the business of the Commission is necessary for the success of the Commission in achieving its annual work plan goals. When a Commissioner is unable to attend a meeting, it is courteous to notify the City staff liaison and Commission Chair of expected absence.

If any Commissioner is absent from three or more meetings in a calendar year, that information will be reported to the City Council and can be grounds for removal. This policy allows for another resident to be appointed to the Commission. Attendance is tracked by City staff and the City Clerk shall report to the City Council on a monthly basis.

RESIGNATION

If a Commissioner is no longer available to serve, the Commissioner must submit a resignation in writing by sending a written communication to the staff liaison or the City Clerk. Since the term has not expired, the resignation is treated as an Unscheduled Vacancy, and by state law a 20-day Notice of an Unscheduled Vacancy **(Exhibit "H")**, must be immediately posted by the City Clerk to invite new applicants for the vacant Commission seat. The notice is posted physically in the display case in front of City Hall and on the City's website. Final appointment to the Commission shall not be made by the City Council for at least 10 working days after the posting of the Unscheduled Vacancy notice by the City Clerk.

CODE OF CONDUCT

City Commissioners are representatives of the City while serving in their role as volunteer Commissioners, both while in attendance at meetings and while present at City functions as, a Commissioner. All Commissioners shall adhere to ethical behavior at all times and that entails compliance with the City of San Fernando's City Wide Policies and Procedures adopted on April 4, 1997 "Code of Ethics and Conduct" **(Exhibit "I")**.

City officials including appointed City Commissioners shall be required to participate in state-mandated ethics training (commonly referred to as AB1234). Such training is available online from the FPPC, on YouTube, and from the City Attorney.

Here are the current resource links to fulfill Commissioners ethics training course below; however, from time to time course availability may be subject to change and an alternative would be provided at the time of change:

Fair Political Practices Commission:
https://www.fppc.ca.gov/content/fppc-v2/fppc-www/learn/public-officials-and-employees-rules-/ethics-training.html

Institute for Local Government:
http://www.ca-ilg.org/ethics-education-ab-1234-training

Upon completion of the training, Commissioners shall file a signed certificate with the City Clerk, which shall remain on file in the Clerk's office for the length of service of the Commissioner.

CALIFORNIA'S RALPH M. BROWN ACT

The Brown Act or Open Meetings law is found in the California Government Code section 54950 et seq. This significant law was enacted in 1953 to guarantee the public's right to attend and participate in all meetings of local legislative bodies. Those bodies include Boards, Commissions and Committees, whether permanent or temporary, decision-making (such as Planning Commission) or advisory (all others). Most importantly, according to this law, all meetings must be properly noticed for participants and for the public. City staff must ensure this occurs for all Commissions.

Notably, a majority of the members of any Commission may not discuss or deliberate on any business within the subject matter jurisdiction of the Commission except at a noticed meeting, and this includes in person interactions as well as serial or indirect communications.

The agenda for a regular meeting must be posted in a location at the meeting site and freely accessible to members of the public at least 72 hours before the meeting. Any meeting not established as a regular meeting is a "Special" meeting and the special meeting agenda must be posted at least 24 hours prior to the meeting.

Agendas must be posted at the building where the meeting occurs, and in San Fernando, also on the City's website. Agendas for all meetings held at San Fernando City Hall are posted on the outside board for this purpose at the northwest entry to the building.

Meetings that are not properly noticed are not permitted. That would include "serial" meetings – which would be when one Commissioner contacts another, who then contacts another Commissioner by phone, e-mail or in person. All business of the Commission must be listed on the agenda, posted, and discussed at a public meeting held in an accessible location. Therefore, care must be taken to ensure that if a quorum (half of the members + 1) is gathered at a public or private place, no public business shall be discussed. For this purpose, e-mail communication between Commissioners should be avoided including the use of "Reply All" to any staff notices sent via e-mail to the entire Commission.

PARLIAMENTARY PROCEDURE AT MEETINGS

Meetings shall operate using standard parliamentary procedures **(Exhibit "E")** following an approved meeting agenda. Most entities follow Robert's Rules of Order (or, in the alternative Rosenberg's). Procedures generally include:

1. Establish and post a written agenda.
2. Agenda includes a Call to Order, Roll Call, note start and ending times.
3. Action by Motions made, seconded, discussed and voted upon.
4. Adjourn the meeting to conclude or continue the meeting to a date certain.

One Commissioner can make a motion to approve an action, another member shall second the motion aloud, and then the Commission Chair shall call for a vote. Staff will record the number of votes in favor, the number opposed and any abstaining. The Chair will announce the result of the vote. Voting is most frequently done by voice, aloud, and may also be done by roll call or by a show of hands.

Motions may also be voted upon to open and close a public hearing, to adjourn (end) the meeting, or other necessary actions of the Commission. Training on these technical procedures is available and staff liaisons will schedule for new members.

RESOURCES AVAILABLE FOR COMMISSIONERS

City of San Fernando web page for Commissions: https://ci.san-fernando.ca.us/commissions-boards/
League of California Cities: Ralph M. Brown Act: https://www.calcities.org/resource/open-public-v-a-guide-to-the-ralph-m.-brown-act
Fair Political Practices Commission (FPPC): https://www.fppc.ca.gov/about-fppc.html
Parliamentary Procedure: video to be determined.
Roberts Rules of Order: https://robertsrules.com/

CONFLICT OF INTEREST GUIDELINES

State of California Fair Political Practices Commission ("FPPC") regulates reporting of potential conflicts of interest, according to the Political Reform Act. It mandates the filing of annual forms, known as Form 700/Statement of Economic Interests **(Exhibit "G")** in accordance with the City's adopted Conflict of Interest Code of Designated required filers. The City Councilmembers, designated City staff, and the Planning and Preservation Commissioners must file Form 700 with the City Clerk each year. Its purpose is to reveal any potential conflicts of interest, relative to any financial interests held solely within the City of San Fernando. Forms must be filed initially when first appointed (Assuming Office), annually by April 1 each year, and then once more when departing the Commission upon resignation or conclusion of the term (Leaving Office). More information and Form 700 is available online the FPPC website at https://www.fppc.ca.gov/about-fppc.html

Please feel free to contact the San Fernando City Clerk with any questions at: City Clerk, 117 Macneil Street, Email: cityclerk@sfcity.org, Telephone: 818-898-1204, Office Hours: Monday - Thursday 7:30 a.m. – 5:30 p.m., Fridays 8:00 a.m. – 5:00 p.m.

EDUCATION COMMISSION

Sec. 2-614. Created; composition; appointment; qualifications.

(a) There is established an education commission in and for the city.
(b) The education commission shall consist of five members.
(c) Each member shall be appointed in accordance with section 2-34 of this Code.
(d) Each member shall, at all times during their incumbencies, be a resident and registered voter of the city.

(Ord. No. 1605, § 1, 5-16-2011)

Sec. 2-615. Officers; compensation.

(a) The members of the education commission shall annually in June elect one of its number as chair and one of its number as vice-chair, each to serve for a one-year term or until a successor is elected. The city clerk shall serve as secretary to the education commission. In the absence of the chair, the vice-chair, and/or the secretary, any other member shall call the meeting to order, whereupon a chair and/or a secretary shall be elected from the members present to preside for that meeting.

(b) The city council shall fix the amount of compensation, if any, to be paid to the members of the education commission.

(Ord. No. 1605, § 1, 5-16-2011)

Sec. 2-616. Meetings; quorum.

(a) The members of the education commission shall meet at least once a quarter at such time and place as it may fix by resolution. Special meetings may be called at any time by the chair of the commission or four members thereof by written notice served upon each member of the commission at least 48 hours before the time for the proposed meeting. Proper posting and Brown Act procedures will be followed.

(b) Three members of the education 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 until a quorum can be obtained.

(Ord. No. 1605, § 1, 5-16-2011)

Sec. 2-617. Absence from meetings.

(a) Absence from three consecutive regular meetings of the education commission by a member with or without consent of the commission shall be deemed to constitute a retirement of such member, and his office shall become vacant. The vacancy thus created shall thereafter be filled by a successor to fill the unexpired term of office pursuant to section 2-35 of this Code.

(b) Absence from three regular meetings of the education 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 his office shall become vacant. The vacancy thus created shall thereafter be filled by a successor to fill the unexpired term of office pursuant to section 2-35 of this Code.

(c) Any member whose absences from regular meetings of the commission are deemed to constitute a retirement of such member under this section shall have the right to appeal the deemed retirement. The city council may overturn the deemed retirement if it determines that the absences of the member were the result of unusual circumstances.

(Ord. No. 1605, § 1, 5-16-2011)

Sec. 2-618. Powers and duties; rules and regulations; reports and records.

(a) The powers and duties of the education commission shall be as follows:
   (1) Establish and act as a liaison between the city and local school administrations, the city's school board representative for the Los Angeles Unified School District and representatives from other public and private schools operated in the city.
   (2) Initiate studies, investigations, surveys and make recommendations to the city council regarding local K-12 education and local higher learning, educational grant and educational scholarship opportunities.
   (3) Coordinate with the city police chief on the implementation of the School Resource Officer Program in local Los Angeles Unified School District schools and the deployment of a school resource officer at those schools.

(b) Subject to the approval of the city council, the education commission may make and alter such rules and regulations for its organization and procedure as are consistent with this chapter, other city ordinances and state law.

(c) The education commission shall keep an accurate record of all its proceedings and activities and shall render annually, on a calendar basis, a full report of the commission's activities and recommendations to city council.

(Ord. No. 1605, § 1, 5-16-2011)

Sec. 2-619. Incurring financial liability.

Neither the education commission nor any person connected with the commission shall incur any financial liability in the name of the city.

(Ord. No. 1605, § 1, 5-16-2011)

Sec. 2-620. Reserved.

PARKS, WELLNESS AND RECREATION COMMISSION

Sec. 54-56. Created.

There is created and established a recreation and community services commission in and for the city, which shall be known as the "San Fernando Parks, Wellness and Recreation Commission." For purposes of this article, the capitalized word "commission" shall hereinafter refer to said San Fernando Parks, Wellness and Recreation Commission or the recreation and community services commission.

(Ord. No. 1586, § 4, 3-16-2009; Ord. No. 1689, § 3, 11-18-2019)

Sec. 54-57. Composition and appointment of members; cultural arts liaisons.

(a) The commission shall consist of five members, with full participation and voting rights. Each member shall be appointed by a different appointing councilperson, with such appointment to be ratified by the city council in accordance with the provisions of Government Code § 54974. Such members of the parks, wellness and recreation commission shall be registered voters and city residents.

(b) The commission may also appoint a maximum of two persons to serve as cultural arts liaisons. The cultural liaisons: (i) shall serve in advisory capacity to the commission only; (ii) shall serve at the pleasure of the commission and the city council and may be removed and replaced at any time with cause or without cause by majority of either the commission's or the city council's full membership; (iii) shall not be considered members of the commission and shall have no right to vote on commission business; (iv) shall attend such meetings of the commission as may requested by the commission; and (v) may include nonresidents of the city. The commission reserves the right to develop such additional criteria for the appointment of cultural liaisons provided that such additional criteria is not in conflict with federal or state law, this Code or such other policies of the city as may be established and from time-to-time amended by the city council.

(Ord. No. 1586, § 4, 3-16-2009; Ord. No. 1689, § 3, 11-18-2019)

Sec. 54-58. Officers.

The commission's members shall select from among themselves commissioners who will serve in the capacity of chair and vice chair for the commission. In the absence of the chair and vice, any other member shall call the commission to order, whereupon a chair shall be selected from the members present to preside for that meeting. Cultural arts liaisons may not serve as chair, vice chair or any other commission officer.

(Ord. No. 1586, § 4, 3-16-2009; Ord. No. 1689, § 3, 11-18-2019)

Sec. 54-59. Compensation of members.

The council shall fix the amount of compensation, if any, to be paid to commission members. Commissioners may not be compensated for any meetings or gatherings of the commission other than regular meetings of the commission.

Cultural arts liaisons shall not receive any compensation for their service as cultural liaisons.

(Ord. No. 1586, § 4, 3-16-2009; Ord. No. 1689, § 3, 11-18-2019)

Sec. 54-60. Meetings generally.

By resolution of the commission, the commission may establish a regular meeting schedule, provided that the commission shall schedule no more than one regular meeting each month. No meeting may be convened if city support staff is unavailable to participate in such meeting. Any adjourned meeting or special meeting requested by the commission shall be subject to the approval of the city manager based on the availability of city support staff to participate in such additional meetings. All meetings shall be subject to the provisions of the Ralph M. Brown Act (Government Code § 54950 et seq.).

(Ord. No. 1586, § 4, 3-16-2009; Ord. No. 1689, § 3, 11-18-2019)

Sec. 54-61. Quorum.

Three members of the 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 until a quorum can be obtained. Cultural arts liaisons shall not be counted to constitute a quorum.

(Ord. No. 1586, § 4, 3-16-2009; Ord. No. 1689, § 3, 11-18-2019)

Sec. 54-62. Absence from meetings.

(a) Absence from three consecutive regular meetings of the commission by a member without the prior consent of the commission shall constitute an abandonment of the office and the absent commissioner's seat on the commission shall be deemed vacated. 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. The city council shall comply with the provisions of Government Code § 54974 before filing any vacancy.

(Ord. No. 1586, § 4, 3-16-2009; Ord. No. 1689, § 3, 11-18-2019)

Sec. 54-63. Powers and duties generally.

The powers and duties of the commission shall be:

(1) Initiating studies, investigations and surveys and making recommendations to the city council relative to the creation, operation, maintenance, management and control of the community recreation programs of parks, playgrounds and indoor and outdoor recreational activities.
(2) Subject to the prior approval of the city council, adopting by resolution, rules and regulations not inconsistent with this Code and city ordinances, for the maintenance, improvement, use

and operation of the parks, playgrounds, bathing facilities, recreation centers and other similar facilities of the city. A complete file of such rules and regulations shall be maintained in both the city clerk's office and that of the director of recreation and community services, with resolutions in the customary form and numbered numerically.

(3) Participate in the development of a master plan for all parks and playgrounds owned and operated by the city and, upon approval of the plans by the city council, working consistently toward the achievement of the plan and for the improvement of the plan as originally approved.

(4) Initiating studies, investigations and surveys and making recommendations to the city council relative to health, wellness and fitness, including such activities and programs created and/or maintained for the same by the director of recreation and community services.

(5) Upon request of the city council, making other investigations, reports and recommendations upon subjects or other matters referred to it by the city council.

(6) Planning and implementing cultural special events and planning and commissioning art in public places (e.g., murals, sculptures, city monuments, etc.).

(7) Developing a list of activities that would be presented for council approval. Such activities will address a diverse and broad approach to culture, not any one culture. The activities would introduce the community to all cultures in this city and beyond.

(8) Identifying and, subject to city council approval, securing outside funds to implement its activities, thereby saving city resources.

(Ord. No. 1586, § 4, 3-16-2009; Ord. No. 1689, § 3, 11-18-2019)

Sec. 54-64. Powers and duties concerning city-owned historic resources.

The following sites and improvements are declared by the city council to be historic resources. The commission shall have responsibility for programming the maintenance, improvement, use and operation of these city-owned historic resources, subject to approval by the city council:

(1) The Lopez Adobe site at the southwesterly corner of the intersection of South Maclay Avenue and Pico Street.

(2) Such other historic resources as the council shall from time to time select and add to this section by amendment.

(Ord. No. 1586, § 4, 3-16-2009; Ord. No. 1689, § 3, 11-18-2019)

Sec. 54-65. Rules and regulations.

Subject to the approval of the city council, the commission may make and alter such rules and regulations for its organization and procedures as are consistent with this article and other sections of this Code and city ordinances and with state laws.

(Ord. No. 1586, § 4, 3-16-2009; Ord. No. 1689, § 3, 11-18-2019)

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)

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)

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.

(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

and clearinghouse for advisory action to the city council. The commission shall have no authority or jurisdiction to make, recommend, or approve any action with regard to public safety personnel actions or investigations.

(Code 1957, § 13.26; Ord. No. 1709 , §§ 2, 4, 4-18-2022)

Sec. 90-73. Meetings generally.

The members of the transportation and public safety commission shall meet at such time and place as may be fixed by resolution and may hold such other meetings as from time to time may be called in the form and manner required by law.

(Code 1957, § 13.26.1; Ord. No. 1709 , § 2, 4-18-2022)

Sec. 90-74. Absences from meetings.

(a) Absence from three consecutive regular meetings of the transportation and public safety commission by a member with or without consent of the commission shall be deemed to constitute a retirement of such member, and the office shall become vacant. The vacancy thus created shall thereafter be filled by appointment by the city councilmember so assigned of a successor to fill the unexpired term of office.

(b) Absence from three regular meetings of the commission in a 12-month period by a member without consent of the commission or absence from four regular meetings of the commission within a 12-month period by a member with the consent of the commission shall be deemed to constitute a retirement of such member, and the office shall become vacant. The vacancy thus created shall thereafter be filled by appointment by the city councilmember so assigned of a successor to fill the unexpired term of office.

(Code 1957, § 13.26.2; Ord. No. 1709 , § 2, 4-18-2022)

Sec. 90-75. Compensation.

Each of the members of the transportation and public safety commission shall receive compensation as the city council shall, from time to time, determine and fix by resolution.

(Code 1957, § 13.26.3; Ord. No. 1709 , § 2, 4-18-2022)

Sec. 90-76. Removal of members.

Members of the transportation and public safety commission shall be removed from office as provided in sections 2-35 and 90-74 of this Code.

(Code 1957, § 13.26.4; Ord. No. 1709 , § 2, 4-18-2022)

Secs. 90-77—90-100. Reserved.

THE CITY OF SAN FERNANDO

RES. NO. 8260 **EXHIBIT "B"**

RECOMMENDED BY CITY COUNCILMEMBER:

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		PHONE NO.
RESIDENCE ADDRESS	CITY & STATE	ZIP CODE
MAILING ADDRESS *If different than above*	CITY & STATE	ZIP CODE
EMAIL ADDRESS *Business or personal to be used for Commission activity*		
EMPLOYER	POSITION	
BUSINESS ADDRESS	CITY & STATE	ZIP CODE
BUSINESS PHONE		

ARE YOU RELATED TO THE NOMINATING COUNCILMEMBER?

☐ YES ☐ NO IF YES, HOW ARE YOU RELATED? _____

DO YOU OWN PROPERTY IN THE CITY OF SAN FERNANDO? *If yes, please list the address(es)*

☐ YES ☐ NO

DO YOU OWN OR OPERATE A BUSINESS IN SAN FERNANDO? *If yes, please state the name and nature of the business*

☐ YES ☐ NO

MEMBER COMMITMENT

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

- 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.

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

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

APPLICANT SIGNATURE	DATE

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:



DIVISION 1. GENERALLY

Sec. 2-401. Appointment of city commissioners.

(a) The city council shall have the authority to appoint individuals to city commissions.

(b) Appointed members of boards and commissions serve at the pleasure of the city council, pursuant to Government Code Section 36506.

(c) For purposes of this Division 1, "commissions" shall include, but not be limited to, city commissions, boards, committees, and other bodies comprised of members appointed by the city council.

(Ord. No. 1648, § 3, 12-7-2015)

Sec. 2-402. Method of appointment to commissions.

Unless otherwise specified in this code, each city councilmember will be assigned a position that will correlate to a position on each commission. That councilmember will have the authority to nominate an individual to serve in the assigned position on the commission. Each such nomination shall require ratification by a majority of the city council.

(Ord. No. 1648, § 3, 12-7-2015)

Sec. 2-403. Removal of commission members; vacancies.

(a) All commissioners serve at the pleasure of the city council and any commissioner may be removed, with or without cause, either by a majority of the entire membership of the city council or by the councilmember who individually appointed such commissioner.

(b) If vacancies in any commission occur, other than by expiration of the term, such vacancies shall be filled by appointment for the unexpired portion of the term. The city council member who nominated the vacating commission member shall nominate a replacement commissioner, subject to ratification by a majority of the city council.

(Ord. No. 1648, § 3, 12-7-2015)

Sec. 2-404. Term of commissioners.

The term of office for each commission member shall be one year; however, each member shall continue in the position beyond one year until replaced by the assigned city councilmember or until the member resigns.

(Ord. No. 1648, § 3, 12-7-2015)

Sec. 2-405. Rules of decorum for commissions.

(a) *Decorum and order—Commissioners.*

(1) Commissioners shall accord the utmost courtesy to each other, to city employees, and to the public appearing before the commission and shall refrain at all times from rude and derogatory remarks, reflections as to integrity, abusive comments, and statements as to motives and personalities.

(2) Every commissioner desiring to speak shall address the chair of the commission and, upon recognition by such chair, shall confine discussion to the question under debate.

(3) Every commissioner desiring to question administrative staff should address questions to the city manager who may answer the inquiry directly or designate the appropriate staff member to timely respond to such inquiry.

(4) A commissioner, once recognized, shall not be interrupted while speaking, unless called to order by the chair of the commission, or a point of order is raised by another commissioner, or the speaker chooses to yield to questions from another commissioner.

(5) Any commissioner may move to require the chair of the commission to enforce the rules. A majority of the commission shall require enforcement of the rules if the chair of the commission has refused.

(b) *Decorum and order—Employees.* Members of administrative staff and city employees shall observe the same rules of procedure and decorum applicable to members of commissions. The city manager shall ensure that all city employees observe such decorum. Any staff member, including the city manager, desiring to address the commission or members of the public shall first be recognized by the chair of the commission. All remarks should be addressed to the chair of the commission and not to any one individual commissioner or member of the public.

(c) *Decorum and order—Public.* Members of the public attending commission meetings shall observe the same rules of order and decorum applicable to the commission. Each person who addresses the commission shall not make personal, impertinent, slanderous or profane remarks to any member of the commission, staff or general public. Any person who makes such remarks, or who utters loud, threatening, personal or abusive language, or engages in any other disorderly conduct which disrupts, disturbs or otherwise impedes the orderly conduct of the commission meeting shall, at the discretion of the chair of the commission or a majority of the commission, be barred from further audience before commission during that meeting.

(d) *Personal interest.* No commissioner disqualified from participation under state or local law shall remain at the commission dais during the debate or vote on such matter. The commissioner shall publicly state the grounds for disqualification on the record and, upon acceptance by the chair of the commission, leave the dais during the debate or vote on the issue.

(e) *Limitations on debate.* No commissioner shall be allowed to speak more than once upon any one subject until every commissioner choosing to speak has spoken. Merely asking a question, or making a suggestion, is not considered speaking.

(f) *Dissents and protests.* Any commissioner shall have the right to express dissent from, or protest to, any action of the commission and request that the reason be entered into the minutes.

(g) *Procedures in absence of rules.* In the absence of a rule to govern a point or procedure, Robert's Rules of Order shall govern.

(Ord. No. 1648, § 3, 12-7-2015)

Secs. 2-406—2-425. Reserved.

CHECK-OFF LIST FOR NEW/OUTGOING COMMISSIONERS

EXHIBIT "D"

Respective Department	Follow-Up	
City Clerk	Notify affected department regarding new proposed Commissioner (i.e., application submitted by Councilmember for upcoming agenda).	
Department	Notify outgoing Commissioner regarding upcoming City Council agenda item (most likely, they are aware that they may be replaced due to a new Councilmember on board).	
Department	New:	After City Council approval: • Request IT to set up an email account for the Commissioner (i.e., Commissioner will be provided with login instructions and a temporary password). • Follow up with Commissioner to make sure email is working. • Request IT to update the email distribution list for the particular Commission group (i.e., add new Commissioner and remove outgoing). • Reach out to new Commissioner to set up meeting to discuss onboarding, Commission meeting objectives, Commissioner Roles and responsibilities, explain the purpose of the Commission acting as an advisory body to the City Council.
	Outgoing:	• Follow up with the Councilmember and inquire how they would like to recognize their outgoing Commissioner. o If the request is for recognition to take place at a City Council meeting, agendize under Presentations. o If not, send the Commissioner a separation letter along with a Certificate of Appreciation (request from Administration). Samples are in the E Drive. o Request that Saalex deactivate outgoing Commissioner's email.
Department	Follow up with Finance - new Commissioner to complete W-9 Form (Commissioners are not considered employees therefore, payroll forms are not necessary) Request a vendor number to pay Commissioners monthly meeting stipend of $100/per meeting only paid once a month.	
Department	Order Commissioner's business cards.	
Personnel	Provide the new Commissioner with information regarding Senate Bill (SB) 1343 required training, i.e., "Prevention of Sexual Harassment and Abusive Conduct in the Workplace".	
City Clerk	Provide the Commissioner information regarding AB1234 Ethics Training.	
City Clerk	Provide to only *Planning and Preservation Commissioners* information regarding FPPC Form 700 Statement of Economic Interests Conflict of Interest requirements (Assuming/Leaving Office).	
City Clerk	Update List of Commissions/Committees	
Department	After new Commissioner is given the oath at their first meeting, provide the City Clerk Department with the copy.	

EXHIBIT "E"

PARLIAMENTARY MEETING PROCESS & GUIDELINES

CALL TO ORDER

□ **Chair** calls meeting to order; announces body, date and time for the record
□ **Chair** asks **Clerk** to call roll
    □ **Clerk** calls roll; **Chair announces** result for the record*
□ **Chair** leads Pledge of Allegiance (or asks someone else to)
□ **Chair** announces each order of business as it arises and announces each item…

PRESENTATIONS:

□ **Chair** announces the item; asks **Staff** for introduction
    □ **Staff** introduces the item and presenter
□ Presentation is made; generally no more than 5 minutes
□ **Chair** asks **Members** if they have questions for the presenter; recognizes each Member
□ **Chair** thanks the presenter. No action may be taken.
Repeat for each item

PUBLIC COMMENT PERIOD:

Members of public submit speaker slips to staff no later than the closure of public comment period; Staff passes speaker slips to Chair
□ **Chair** announces **open public comment period**
□ **Clerk** calls each speaker to podium;
□ **Clerk** operates timer, 3 minutes per speaker**
□ When there are no more speakers, **Chair** announces **closure of public comment period**

CONSENT CALENDAR:

□ **Chair** announces the item; asks if any **Members** wish to **pull an item** for discussion
    □ *Any item pulled is heard like a Business Item following approval of remaining Consent items.*
□ A **motion is made** to adopt consent items as presented or the remaining items if any are pulled
    □ The **motion is seconded**
□ **Chair** asks the **Clerk** to call roll for the vote
    □ **Clerk calls roll**; **Chair announces** results for record*
□ *Any pulled items are heard in the same way as Business Items below.*

PUBLIC HEARINGS:

Same as Business Items below, except "Public Comment Period" is referred to as "**Public Hearing**."
□ For **Appeal Hearings**, in between Staff's report and Member deliberation, the following occurs, moderated by the **Chair**:
    □ **Chair:** Announces that the Public Hearing is now open and requests staffs presentation
    □ **Project Applicant** is given extended speaking time (Chair's discretion; typically 10 minutes)
    □ Appellant is given extended speaking time (equal to Applicant)

□ **Chair:** Announces **opening of public comments/testimony** for 3 minutes each
□ **Clerk** calls each speaker to podium;
□ **Clerk** operates timer, 3 minutes per speaker**
□ When there are no more speakers, **Chair** announces **closure of public comment period**
□ Applicant is given rebuttal period (Chair's discretion; typically 5 minutes)
□ Appellant is given rebuttal period (equal to Applicant)
□ **Chair** recognizes each **Member** for their chance to **speak and state positions**
□ **Chair** facilitates **Member deliberation**
□ When discussion is complete, the **Chair** will ask for a **motion**
    □ The mover may call on the Chair or other members to help clarify a motion
    □ The **motion is seconded**
□ **Chair** asks the **Clerk** to call roll for the vote
    □ **Clerk calls roll**; **Chair announces** results for record*

ADMINISTRATIVE REPORT ITEMS:

□ **Chair** announces the item; asks **Staff** for report
□ **Staff presents report** materials or gives oral report;
    □ **Staff** clearly identifies the **recommendation or requested action**
□ **Chair** asks **Members** if they have technical questions for **Staff**;
□ **Chair** facilitates **Member deliberation**
□ **Chair** recognizes each **Member** for their chance to **speak and state positions**
□ When discussion is long or complex, the **Chair** keeps deliberation focused on staff's request
□ When discussion is complete, a **motion is made**
    □ The mover may call on the Chair or other members to help clarify a motion
    □ The **motion is seconded**
□ **Chair** asks the **Clerk** to call roll for the vote
    □ **Clerk calls roll**; **Chair announces** results for record*
Repeat for each item

STAFF COMMUNICATION/UPDATES

□ **Chair** announces the item
□ **Staff** makes comments
□ **Chair** asks **Members** if they have technical questions for **Staff**;
□ **Chair** recognizes each **Member** who wishes to ask questions
□ **Chair** thanks the staff member. No action may be taken.

MEMBER COMMENTS/LIAISON UPDATES

□ **Chair** announces the item
□ **Chair** asks **Members** if they have comments or technical questions for **Staff**;
□ **Chair** recognizes each **Member** who wishes to ask questions
□ **Members** may request a matter be scheduled for action on a future agenda
□ **Chair** will assess whether there is consensus for the future item
□ No other action may be taken.

ADJOURNMENT

□ **Chair** notes that there is no further business
□ **Chair** announces **adjournment**; announces time for the record

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**Roll Call Notes*
Attendance/Roll Call, can be called in the order of choice: *Members in alpha order by last name, or by seniority, etc., then Vice-Chair, then Chair last.*

Chair announces results for the record in the form of "*Motion to (Approve/Deny/etc.) (Passes/Fails) (# Yes votes) to (# No votes), (Names) voting Yes and (Names) voting No."*

***Etiquette Notes*
The Chair is the facilitator of discussion and meeting process; members wishing to speak turn on their microphone light and wait to be recognized by the Chair; the Chair ensures that each member has a chance to be heard. The Chair will call on Staff for additional input when needed.

The Chair will interrupt public speakers who have gone over their time limit, corral other members who get off-topic, and maintain audience order. The Chair generally speaks last, asks questions last, and votes last. The Chair rarely moves or seconds.

Generally, the Chair and Vice-Chair are addressed by members and staff as "Madam/Mister Chair/Vice-Chair" or "Chair/Vice-Chair X." Other members are "Commissioner X," or "Council/Committee/Board Member X."
Staff are typically addressed as "Mr./Ms. X." The City Clerk is sometimes addressed as "Madam/Mister Clerk."

THE CITY OF SAN FERNANDO

RES. NO. 8260
EXHIBIT "F"

COMMISSIONER REQUEST TO WAIVE STIPEND

CLEAR FORM

INSTRUCTIONS FOR SUBMISSION

1. Commissioner to complete Request to Waive Stipend form.
2. Submit completed original to Department that oversees administrative services of the Commission.
3. After proper authorization has been received, Department to submit completed original to the Finance Department so the appropriate budget transfer may be processed.

COMMISSIONER INFORMATION

COMMISSION

☐ DISASTER COUNCIL ☐ PARKS, WELLNESS & RECREATION ☐ TRANSPORTATION & SAFETY
☐ EDUCATION ☐ PLANNING & PRESERVATION ☐ OTHER: _____

COMMISSIONER NAME		EMPLOYEE NO.
ADDRESS	CITY	STATE & ZIP CODE
PHONE NO.	EMAIL ADDRESS	

STIPEND DONATION INFORMATION

AMOUNT REQUESTING TO DONATE

☐ FULL STIPEND ☐ PARTIAL STIPEND $

PLEASE SUMMARIZE YOUR REQUEST

CITY PROGRAM TO BENEFIT FROM DONATED STIPEND

☐ EDUCATION COMMISSION SCHOLARSHIP PROGRAM
☐ SENIOR CLUB
☐ MARIACHI MASTER APPRENTICE PROGRAM (MMAP)
☐ SUPPORT RECREATION PROGRAMS
☐ SUPPORT CULTURAL EVENTS
☐ GENERAL CITY SERVICES
(Stipend will be kept in City's General Fund)
☐ OTHER: _____

AUTHORIZATION

As a City of San Fernando Commissioner, I understand I am eligible to receive a stipend for attending meetings. I hereby forego receiving said stipend and authorize the City to provide the above indicated amount to the above indicated program.

PRINT NAME	SIGNATURE	DATE

OFFICE USE ONLY – DO NOT WRITE BELOW THIS LINE

DATE RECEIVED	RECEIVED BY	DEPARTMENT AUTHORIZATION SIGNATURE	DATE

AMOUNT				
$	☐ APPROVED	☐ DENIED	☐ DISTRIBUTED	☐ POSTED

2022-2023 Statement of Economic Interests

Form 700

A Public Document

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Helpful Resources

- Video Tutorials
- Reference Pamphlet
- Excel Version
- FAQs
- Gift and Travel Fact Sheet for State and Local Officials

California Fair Political Practices Commission

1102 Q Street, Suite 3000 • Sacramento, CA 95811
Email Advice: advice@fppc.ca.gov
Toll-free advice line: 1 (866) ASK-FPPC • 1 (866) 275-3772
Telephone: (916) 322-5660 • Website: www.fppc.ca.gov

December 2022

Quick Start Guide

Detailed instructions begin on page 3.

WHEN IS THE ANNUAL STATEMENT DUE?

- March 1 – Elected State Officers, Judges and Court Commissioners, State Board and Commission members listed in Government Code Section 87200
- April 1 – Most other filers

WHERE DO I FILE?

Most people file the Form 700 with their agency. If you're not sure where to file your Form 700, contact your filing officer or the person who asked you to complete it.

ITEMS TO NOTE!

- The Form 700 is a public document.
- Only filers serving in active military duty may receive an extension on the filing deadline.
- You must also report interests held by your spouse or registered domestic partner.
- Your agency's conflict of interest code will help you to complete the Form 700. You are encouraged to get your conflict of interest code from the person who asked you to complete the Form 700.

NOTHING TO REPORT?

Mark the "No reportable interests" box on Part 4 of the Cover Page, and submit only the signed Cover Page. Please review each schedule carefully!

Schedule	Common Reportable Interests	Common Non-Reportable Interests
A-1: Investments	Stocks, including those held in an IRA or 401K. Each stock must be listed.	Insurance policies, government bonds, diversified mutual funds, funds similar to diversified mutual funds.
A-2: Business Entitites/Trusts	Business entities, sole proprietorships, partnerships, LLCs, corporations and trusts. (e.g., Form 1099 filers).	Savings and checking accounts, cryptocurrency, and annuities.
B: Real Property	Rental property in filer's jurisdiction, or within two miles of the boundaries of the jurisdiction.	A residence used exclusively as a personal residence (such as a home or vacation property).
C: Income	Non-governmental salaries. Note that filers are required to report only half of their spouse's or partner's salary.	Governmental salary (from school district, for example).
D: Gifts	Gifts from businesses, vendors, or other contractors (meals, tickets, etc.).	Gifts from family members.
E: Travel Payments	Travel payments from third parties (not your employer).	Travel paid by your government agency.

Note: Like reportable interests, non-reportable interests may also create conflicts of interest and could be grounds for disqualification from certain decisions.

QUESTIONS?

- advice@fppc.ca.gov
- (866) 275-3772 Mon-Thurs, 9-11:30 a.m.

E-FILING ISSUES?

- If using your agency's system, please contact technical support at your agency.
- If using FPPC's e-filing system, write to form700@fppc.ca.gov.

What's New

Gift Limit Increase

The gift limit increased to **$520** for calendar years **2021** and **2022**.

Who must file:

- Elected and appointed officials and candidates listed in Government Code Section 87200
- Employees, appointed officials, and consultants filing pursuant to a conflict of interest code ("code filers"). **Obtain your disclosure categories, which describe the interests you must report, from your agency;** they are not part of the Form 700
- Candidates running for local elective offices that are designated in a conflict of interest code (e.g., county sheriffs, city clerks, school board trustees, and water board members)

Exception:

- Candidates for a county central committee are not required to file the Form 700
- Employees in newly created positions of existing agencies

For more information, see Reference Pamphlet, page 3, at *www.fppc.ca.gov.*

Where to file:

87200 Filers

State offices	➲	Your agency
Judicial offices	➲	The clerk of your court
Retired Judges	➲	Directly with FPPC
County offices	➲	Your county filing official
City offices	➲	Your city clerk
Multi-County offices	➲	Your agency

Code Filers — State and Local Officials, Employees, and Consultants Designated in a Conflict of Interest

Code: File with your agency, board, or commission unless otherwise specified in your agency's code (e.g., Legislative staff files directly with FPPC). In most cases, the agency, board, or commission will retain the statements.

Members of Newly Created Boards and Commissions: File with your agency or with your agency's code reviewing body pursuant to Regulation 18754.

Employees in Newly Created Positions of Existing Agencies: File with your agency or with your agency's code reviewing body. (See Reference Pamphlet, page 3.)

Candidates file as follow:

State offices, Judicial offices and multi-county offices	➲	County elections official with whom you file your declaration of candidacy
County offices	➲	County elections official
City offices	➲	City Clerk
Public Employee's Retirement System (CalPERS)	➲	CalPERS
State Teacher's Retirement Board (CalSTRS)	➲	CalSTRS

How to file:

The Form 700 is available at *www.fppc.ca.gov*. Form 700 schedules are also available in Excel format. Each Statement must have a handwritten "wet" signature or "secure electronic signature," meaning either (1) a signature submitted using an approved electronic filing system or (2) if permitted by the filing officer, a digital signature submitted via the filer's agency email address. (See Regulations 18104 and 18757.) Companies such as Adobe and DocuSign offer digital signature services. All statements are signed under the penalty of perjury and must be verified by the filer. See Regulation 18723.1(c) for filing instructions for copies of expanded statements.

When to file:

Annual Statements

➲ **March 1, 2023**

- Elected State Officers
- Judges and Court Commissioners
- State Board and State Commission Members listed in Government Code Section 87200

➲ **April 3, 2023**

- Most other filers

Individuals filing under conflict of interest codes in city and county jurisdictions should verify the annual filing date with their filing official or filing officer.

Statements postmarked by the filing deadline are considered filed on time.

Statements of 30 pages or less may be emailed or faxed by the deadline as long as the originally signed paper version is sent by first class mail to the filing official within 24 hours.

Assuming Office and Leaving Office Statements

Most filers file within 30 days of assuming or leaving office or within 30 days of the effective date of a newly adopted or amended conflict of interest code.

Exception:

If you assumed office between October 1, 2022, and December 31, 2022, and filed an assuming office statement, you are not required to file an annual statement until March 1, 2024, or April 1, 2024, whichever is applicable. The annual statement will cover the day after you assumed office through December 31, 2023. (See Reference Pamphlet, page 6, for additional exceptions.

Candidate Statements

File no later than the final filing date for the declaration of candidacy or nomination documents. A candidate statement is not required if you filed an assuming office or annual statement for the same jurisdiction within 60 days before filing a declaration of candidacy or other nomination documents.

Late Statements

There is no provision for filing deadline extensions unless the filer is serving in active military duty. (See page 19 for information on penalties and fines.)

Amendments

Statements may be amended at any time. You are only required to amend the schedule that needs to be revised. It is not necessary to amend the entire filed form. The amended schedule(s) is attached to your original filed statement. Obtain amendment schedules at *www.fppc.ca.gov.*

Types of Statements

Assuming Office Statement:

If you are a newly appointed official or are newly employed in a position designated, or that will be designated, in a state or local agency's conflict of interest code, your assuming office date is the date you were sworn in or otherwise authorized to serve in the position. If you are a newly elected official, your assuming office date is the date you were sworn in.

- Report: Investments, interests in real property, and business positions held on the date you assumed the office or position must be reported. In addition, income (including loans, gifts, and travel payments) received during the 12 months prior to the date you assumed the office or position.

For positions subject to confirmation by the State Senate or the Commission on Judicial Appointments, your assuming office date is the date you were appointed or nominated to the position.

- Example: Maria Lopez was nominated by the Governor to serve on a state agency board that is subject to state Senate confirmation. The assuming office date is the date Maria's nomination is submitted to the Senate. Maria must report investments, interests in real property, and business positions Maria holds on that date, and income (including loans, gifts, and travel payments) received during the 12 months prior to that date.

If your office or position has been added to a newly adopted or newly amended conflict of interest code, use the effective date of the code or amendment, whichever is applicable.

- Report: Investments, interests in real property, and business positions held on the effective date of the code or amendment must be reported. In addition, income (including loans, gifts, and travel payments) received during the 12 months prior to the effective date of the code or amendment.

Annual Statement:

Generally, the period covered is January 1, 2022, through December 31, 2022. If the period covered by the statement is different than January 1, 2022, through December 31, 2022, (for example, you assumed office between October 1, 2021, and December 31, 2021 or you are combining statements), you must specify the period covered.

- Investments, interests in real property, business positions held, and income (including loans, gifts, and travel payments) received during the period covered by the statement must be reported. Do not change the preprinted dates on Schedules A-1, A-2, and B unless you are required to report the acquisition or disposition of an interest that did not occur in 2022.
- If your disclosure category changes during a reporting period, disclose under the old category until the effective date of the conflict of interest code amendment and disclose under the new disclosure category through the end of the reporting period.

Leaving Office Statement:

Generally, the period covered is January 1, 2022, through the date you stopped performing the duties of your position. If the period covered differs from January 1, 2022, through the date you stopped performing the duties of your position (for example, you assumed office between October 1, 2021, and December 31, 2021, or you are combining statements), the period covered must be specified. The reporting period can cover parts of two calendar years.

- Report: Investments, interests in real property, business positions held, and income (including loans, gifts, and travel payments) received during the period covered by the statement. Do not change the preprinted dates on Schedules A-1, A-2, and B unless you are required to report the acquisition or disposition of an interest that did not occur in 2022.

Candidate Statement:

If you are filing a statement in connection with your candidacy for state or local office, investments, interests in real property, and business positions held on the date of filing your declaration of candidacy must be reported. In addition, income (including loans, gifts, and travel payments) received during the 12 months prior to the date of filing your declaration of candidacy is reportable. Do not change the preprinted dates on Schedules A-1, A-2, and B.

Candidates running for local elective offices (e.g., county sheriffs, city clerks, school board trustees, or water district board members) must file candidate statements, as required by the conflict of interest code for the elected position. The code may be obtained from the agency of the elected position.

Amendments:

If you discover errors or omissions on any statement, file an amendment as soon as possible. You are only required to amend the schedule that needs to be revised; it is not necessary to refile the entire form. Obtain amendment schedules from the FPPC website at *www.fppc.ca.gov.*

Note: Once you file your statement, you may not withdraw it. All changes must be noted on amendment schedules.

Expanded Statement:

If you hold multiple positions subject to reporting requirements, you may be able to file an expanded statement for each position, rather than a separate and distinct statement for each position. The expanded statement must cover all reportable interests for all jurisdictions and list all positions on the Form 700 or on an attachment for which it is filed. The rules and processes governing the filing of an expanded statement are set forth in Regulation 18723.1.

RES. NO. 8260

Date Initial Filing Received
Filing Official Use Only

CALIFORNIA FORM 700
FAIR POLITICAL PRACTICES COMMISSION

STATEMENT OF ECONOMIC INTERESTS
COVER PAGE
A PUBLIC DOCUMENT

Please type or print in ink.

NAME OF FILER (LAST) (FIRST) (MIDDLE)

1. Office, Agency, or Court

Agency Name *(Do not use acronyms)*

Division, Board, Department, District, if applicable

Your Position

► If filing for multiple positions, list below or on an attachment. *(Do not use acronyms)*

Agency: _____ Position: _____

2. Jurisdiction of Office *(Check at least one box)*

☐ State

☐ Judge, Retired Judge, Pro Tem Judge, or Court Commissioner (Statewide Jurisdiction)

☐ Multi-County _____

☐ County of _____

☐ City of _____

☐ Other _____

3. Type of Statement *(Check at least one box)*

☐ **Annual:** The period covered is January 1, **2022,** through December 31, **2022**.

-or-

The period covered is _____/_____/_____, through December 31, **2022**.

☐ **Assuming Office:** Date assumed _____/_____/_____

☐ **Leaving Office:** Date Left _____/_____/_____
(Check one circle.)

☐ The period covered is January 1, **2022**, through the date of leaving office.

-or-

☐ The period covered is _____/_____/_____, through the date of leaving office.

☐ **Candidate:** Date of Election _____ and office sought, if different than Part 1: _____

4. Schedule Summary (required)

► *Total number of pages including this cover page:* _____

Schedules attached

☐ Schedule A-1 - *Investments* – schedule attached
☐ Schedule A-2 - *Investments* – schedule attached
☐ Schedule B - *Real Property* – schedule attached
☐ Schedule C - *Income, Loans, & Business Positions* – schedule attached
☐ Schedule D - *Income – Gifts* – schedule attached
☐ Schedule E - *Income – Gifts – Travel Payments* – schedule attached

-or- ☐ *None - No reportable interests on any schedule*

5. Verification

MAILING ADDRESS STREET CITY STATE ZIP CODE
(Business or Agency Address Recommended - Public Document)

DAYTIME TELEPHONE NUMBER
( )

EMAIL ADDRESS

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information contained herein and in any attached schedules is true and complete. I acknowledge this is a public document.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date Signed _____
(month, day, year)

Signature _____
(File the originally signed paper statement with your filing official.)

Instructions
Cover Page

Enter your name, mailing address, and daytime telephone number in the spaces provided. **Because the Form 700 is a public document, you may list your business/office address instead of your home address.**

Part 1. Office, Agency, or Court

- Enter the name of the office sought or held, or the agency or court. Consultants must enter the public agency name rather than their private firm's name. (Examples: State Assembly; Board of Supervisors; Office of the Mayor; Department of Finance; Hope County Superior Court).
- Indicate the name of your division, board, or district, if applicable. (Examples: Division of Waste Management; Board of Accountancy; District 45). **Do not use acronyms.**
- Enter your position title. (Examples: Director; Chief Counsel; City Council Member; Staff Services Analyst).
- If you hold multiple positions (i.e., a city council member who also is a member of a county board or commission) you may be required to file separate and distinct statements with each agency. To simplify your filing obligations, in some cases you may instead complete a single expanded statement and file it with each agency.
    - The rules and processes governing the filing of an expanded statement are set forth in Regulation 18723.1. To file an expanded statement for multiple positions, enter the name of each agency with which you are required to file and your position title with each agency in the space provided. **Do not use acronyms.** Attach an additional sheet if necessary. Complete one statement disclosing all reportable interests for all jurisdictions. Then file the expanded statement with each agency as directed by Regulation 18723.1(c).

If you assume or leave a position after a filing deadline, you must complete a separate statement. For example, a city council member who assumes a position with a county special district after the April annual filing deadline must file a separate assuming office statement. In subsequent years, the city council member may expand their annual filing to include both positions.

Example:

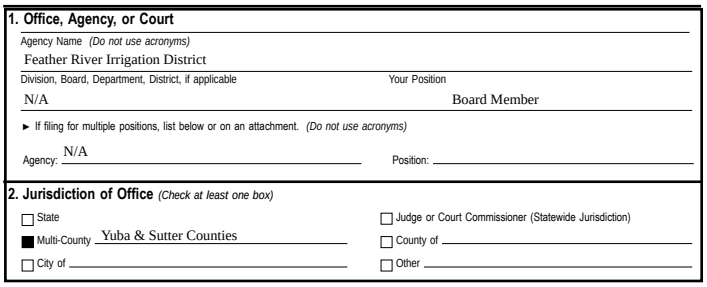
Brian Bourne is a city council member for the City of Lincoln and a board member for the Camp Far West Irrigation District – a multi-county agency that covers the Counties of Placer and Yuba. The City is located within Placer County. Brian may complete one expanded statement to disclose all reportable interests for both offices and list both positions on the Cover Page. Brian will file the expanded statement with each the City and the District as directed by Regulation 18723.1(c).

Part 2. Jurisdiction of Office

- Check the box indicating the jurisdiction of your agency and, if applicable, identify the jurisdiction. Judges, judicial candidates, and court commissioners have statewide jurisdiction. All other filers should review the Reference Pamphlet, page 13, to determine their jurisdiction.
- If your agency is a multi-county office, list each county in which your agency has jurisdiction.
- If your agency is not a state office, court, county office, city office, or multi-county office (e.g., school districts, special districts and JPAs), check the "other" box and enter the county or city in which the agency has jurisdiction.

Example:

This filer is a member of a water district board with jurisdiction in portions of Yuba and Sutter Counties.


1. Office, Agency, or Court
Agency Name (Do not use acronyms)
Feather River Irrigation District
Division, Board, Department, District, if applicable: N/A
Your Position: Board Member
► If filing for multiple positions, list below or on an attachment. (Do not use acronyms)
Agency: N/A
Position:
2. Jurisdiction of Office (Check at least one box)
☐ State
☐ Judge or Court Commissioner (Statewide Jurisdiction)
■ Multi-County Yuba & Sutter Counties
☐ County of
☐ City of
☐ Other

Part 3. Type of Statement

Check at least one box. The period covered by a statement is determined by the type of statement you are filing. If you are completing a 2022 annual statement, **do not** change the pre-printed dates to reflect 2023. Your annual statement is used for reporting the **previous year's** economic interests. Economic interests for your annual filing covering January 1, 2023, through December 31, 2023, will be disclosed on your statement filed in 2024. See Reference Pamphlet, page 4.

Combining Statements: Certain types of statements for the same position may be combined. For example, if you leave office after January 1, but before the deadline for filing your annual statement, you may combine your annual and leaving office statements. File by the earliest deadline. Consult your filing officer or the FPPC.

Part 4. Schedule Summary

- Complete the Schedule Summary after you have reviewed each schedule to determine if you have reportable interests.
- Enter the total number of completed pages including the cover page and either check the box for each schedule you use to disclose interests; **or** if you have nothing to disclose on any schedule, check the "No reportable interests" box. Please **do not** attach any blank schedules.

Part 5. Verification

Complete the verification by signing the statement and entering the date signed. Each statement must have an original "wet" signature unless filed with a secure electronic signature. (See page 3 above.) All statements must be signed under penalty of perjury and be verified by the filer pursuant to Government Code Section 81004. See Regulation 18723.1(c) for filing instructions for copies of expanded statements. **When you sign your statement, you are stating, under penalty of perjury, that it is true and correct.** Only the filer has authority to sign the statement. An unsigned statement is not considered filed and you may be subject to late filing penalties.

SCHEDULE A-1
Investments
Stocks, Bonds, and Other Interests
(Ownership Interest is Less Than 10%)

Investments must be itemized.
Do not attach brokerage or financial statements.

CALIFORNIA FORM 700
FAIR POLITICAL PRACTICES COMMISSION

Name

► NAME OF BUSINESS ENTITY

GENERAL DESCRIPTION OF THIS BUSINESS

FAIR MARKET VALUE
☐ $2,000 - $10,000 ☐ $10,001 - $100,000
☐ $100,001 - $1,000,000 ☐ Over $1,000,000

NATURE OF INVESTMENT
☐ Stock ☐ Other _____ (Describe)
☐ Partnership ☐ Income Received of $0 - $499
☐ Income Received of $500 or More *(Report on Schedule C)*

IF APPLICABLE, LIST DATE:
____/____/22 ACQUIRED ____/____/22 DISPOSED

► NAME OF BUSINESS ENTITY

GENERAL DESCRIPTION OF THIS BUSINESS

FAIR MARKET VALUE
☐ $2,000 - $10,000 ☐ $10,001 - $100,000
☐ $100,001 - $1,000,000 ☐ Over $1,000,000

NATURE OF INVESTMENT
☐ Stock ☐ Other _____ (Describe)
☐ Partnership ☐ Income Received of $0 - $499
☐ Income Received of $500 or More *(Report on Schedule C)*

IF APPLICABLE, LIST DATE:
____/____/22 ACQUIRED ____/____/22 DISPOSED

► NAME OF BUSINESS ENTITY

GENERAL DESCRIPTION OF THIS BUSINESS

FAIR MARKET VALUE
☐ $2,000 - $10,000 ☐ $10,001 - $100,000
☐ $100,001 - $1,000,000 ☐ Over $1,000,000

NATURE OF INVESTMENT
☐ Stock ☐ Other _____ (Describe)
☐ Partnership ☐ Income Received of $0 - $499
☐ Income Received of $500 or More *(Report on Schedule C)*

IF APPLICABLE, LIST DATE:
____/____/22 ACQUIRED ____/____/22 DISPOSED

► NAME OF BUSINESS ENTITY

GENERAL DESCRIPTION OF THIS BUSINESS

FAIR MARKET VALUE
☐ $2,000 - $10,000 ☐ $10,001 - $100,000
☐ $100,001 - $1,000,000 ☐ Over $1,000,000

NATURE OF INVESTMENT
☐ Stock ☐ Other _____ (Describe)
☐ Partnership ☐ Income Received of $0 - $499
☐ Income Received of $500 or More *(Report on Schedule C)*

IF APPLICABLE, LIST DATE:
____/____/22 ACQUIRED ____/____/22 DISPOSED

► NAME OF BUSINESS ENTITY

GENERAL DESCRIPTION OF THIS BUSINESS

FAIR MARKET VALUE
☐ $2,000 - $10,000 ☐ $10,001 - $100,000
☐ $100,001 - $1,000,000 ☐ Over $1,000,000

NATURE OF INVESTMENT
☐ Stock ☐ Other _____ (Describe)
☐ Partnership ☐ Income Received of $0 - $499
☐ Income Received of $500 or More *(Report on Schedule C)*

IF APPLICABLE, LIST DATE:
____/____/22 ACQUIRED ____/____/22 DISPOSED

► NAME OF BUSINESS ENTITY

GENERAL DESCRIPTION OF THIS BUSINESS

FAIR MARKET VALUE
☐ $2,000 - $10,000 ☐ $10,001 - $100,000
☐ $100,001 - $1,000,000 ☐ Over $1,000,000

NATURE OF INVESTMENT
☐ Stock ☐ Other _____ (Describe)
☐ Partnership ☐ Income Received of $0 - $499
☐ Income Received of $500 or More *(Report on Schedule C)*

IF APPLICABLE, LIST DATE:
____/____/22 ACQUIRED ____/____/22 DISPOSED

Comments: _____

Instructions – Schedules A-1 and A-2
Investments

"Investment" means a financial interest in any business entity (including a consulting business or other independent contracting business) that is located in, doing business in, planning to do business in, or that has done business during the previous two years in your agency's jurisdiction in which you, your spouse or registered domestic partner, or your dependent children had a direct, indirect, or beneficial interest totaling $2,000 or more at any time during the reporting period. (See Reference Pamphlet, page 13.)

Reportable investments include:

- Stocks, bonds, warrants, and options, including those held in margin or brokerage accounts and managed investment funds (See Reference Pamphlet, page 13.)
- Sole proprietorships
- Your own business or your spouse's or registered domestic partner's business (See Reference Pamphlet, page 8, for the definition of "business entity.")
- Your spouse's or registered domestic partner's investments even if they are legally separate property
- Partnerships (e.g., a law firm or family farm)
- Investments in reportable business entities held in a retirement account (See Reference Pamphlet, page 15.)
- If you, your spouse or registered domestic partner, and dependent children together had a 10% or greater ownership interest in a business entity or trust (including a living trust), you must disclose investments held by the business entity or trust. (See Reference Pamphlet, page 16, for more information on disclosing trusts.)
- Business trusts

You are not required to disclose:

- Government bonds, diversified mutual funds, certain funds similar to diversified mutual funds (such as exchange traded funds) and investments held in certain retirement accounts. (See Reference Pamphlet, page 13.) (Regulation 18237)
- Bank accounts, savings accounts, money market accounts and certificates of deposits
- Cryptocurrency
- Insurance policies
- Annuities
- Commodities
- Shares in a credit union
- Government bonds (including municipal bonds)

Reminders

- Do you know your agency's jurisdiction?
- Did you hold investments at any time during the period covered by this statement?
- Code filers – your disclosure categories may only require disclosure of specific investments.

- Retirement accounts invested in non-reportable interests (e.g., insurance policies, mutual funds, or government bonds) (See Reference Pamphlet, page 15.)
- Government defined-benefit pension plans (such as CalPERS and CalSTRS plans)
- Certain interests held in a blind trust (See Reference Pamphlet, page 16.)

Use Schedule A-1 to report ownership of less than 10% (e.g., stock). Schedule C (Income) may also be required if the investment is not a stock or corporate bond. (See second example below.)

Use Schedule A-2 to report ownership of 10% or greater (e.g., a sole proprietorship).

To Complete Schedule A-1:

Do not attach brokerage or financial statements.

- Disclose the name of the business entity. Do not use acronyms for the name of the business entity.
- Provide a general description of the business activity of the entity (e.g., pharmaceuticals, computers, automobile manufacturing, or communications).
- Check the box indicating the highest fair market value of your investment during the reporting period. If you are filing a candidate or an assuming office statement, indicate the fair market value on the filing date or the date you took office, respectively. (See page 20 for more information.)
- Identify the nature of your investment (e.g., stocks, warrants, options, or bonds).
- An acquired or disposed of date is only required if you initially acquired or entirely disposed of the investment interest during the reporting period. The date of a stock dividend reinvestment or partial disposal is not required. Generally, these dates will not apply if you are filing a candidate or an assuming office statement.

Examples:

Frank Byrd holds a state agency position. Frank's conflict of interest code requires full disclosure of investments. Frank must disclose stock holdings of $2,000 or more in any company that is located in or does business in California, as well as those stocks held by Franks's spouse or registered domestic partner and dependent children.

Alice Lance is a city council member. Alice has a 4% interest, worth $5,000, in a limited partnership located in the city. Alice must disclose the partnership on Schedule A-1 and income of $500 or more received from the partnership on Schedule C.

RES. NO. 8260

SCHEDULE A-2
Investments, Income, and Assets of Business Entities/Trusts
(Ownership Interest is 10% or Greater)

CALIFORNIA FORM 700
FAIR POLITICAL PRACTICES COMMISSION

Name

▶ 1. BUSINESS ENTITY OR TRUST

Name

Address *(Business Address Acceptable)*

Check one

☐ Trust, *go to 2* ☐ Business Entity, *complete the box, then go to 2*

GENERAL DESCRIPTION OF THIS BUSINESS

FAIR MARKET VALUE
- ☐ $0 - $1,999
- ☐ $2,000 - $10,000
- ☐ $10,001 - $100,000
- ☐ $100,001 - $1,000,000
- ☐ Over $1,000,000

IF APPLICABLE, LIST DATE:

__/__/22 ACQUIRED __/__/22 DISPOSED

NATURE OF INVESTMENT

☐ Partnership ☐ Sole Proprietorship ☐ _____ Other

YOUR BUSINESS POSITION _____

▶ 2. IDENTIFY THE GROSS INCOME RECEIVED (INCLUDE YOUR PRO RATA SHARE OF THE GROSS INCOME TO THE ENTITY/TRUST)

- ☐ $0 - $499
- ☐ $500 - $1,000
- ☐ $1,001 - $10,000
- ☐ $10,001 - $100,000
- ☐ OVER $100,000

▶ 3. LIST THE NAME OF EACH REPORTABLE SINGLE SOURCE OF INCOME OF $10,000 OR MORE (Attach a separate sheet if necessary.)

☐ None or ☐ Names listed below

▶ 4. INVESTMENTS AND INTERESTS IN REAL PROPERTY HELD OR LEASED BY THE BUSINESS ENTITY OR TRUST

Check one box:

☐ INVESTMENT ☐ REAL PROPERTY

Name of Business Entity, if Investment, or
Assessor's Parcel Number or Street Address of Real Property

Description of Business Activity or
City or Other Precise Location of Real Property

FAIR MARKET VALUE
- ☐ $2,000 - $10,000
- ☐ $10,001 - $100,000
- ☐ $100,001 - $1,000,000
- ☐ Over $1,000,000

IF APPLICABLE, LIST DATE:

__/__/22 ACQUIRED __/__/22 DISPOSED

NATURE OF INTEREST

☐ Property Ownership/Deed of Trust ☐ Stock ☐ Partnership

☐ Leasehold _____ Yrs. remaining ☐ Other _____

☐ Check box if additional schedules reporting investments or real property are attached

---

▶ 1. BUSINESS ENTITY OR TRUST

Name

Address *(Business Address Acceptable)*

Check one

☐ Trust, *go to 2* ☐ Business Entity, *complete the box, then go to 2*

GENERAL DESCRIPTION OF THIS BUSINESS

FAIR MARKET VALUE
- ☐ $0 - $1,999
- ☐ $2,000 - $10,000
- ☐ $10,001 - $100,000
- ☐ $100,001 - $1,000,000
- ☐ Over $1,000,000

IF APPLICABLE, LIST DATE:

__/__/22 ACQUIRED __/__/22 DISPOSED

NATURE OF INVESTMENT

☐ Partnership ☐ Sole Proprietorship ☐ _____ Other

YOUR BUSINESS POSITION _____

▶ 2. IDENTIFY THE GROSS INCOME RECEIVED (INCLUDE YOUR PRO RATA SHARE OF THE GROSS INCOME TO THE ENTITY/TRUST)

- ☐ $0 - $499
- ☐ $500 - $1,000
- ☐ $1,001 - $10,000
- ☐ $10,001 - $100,000
- ☐ OVER $100,000

▶ 3. LIST THE NAME OF EACH REPORTABLE SINGLE SOURCE OF INCOME OF $10,000 OR MORE (Attach a separate sheet if necessary.)

☐ None or ☐ Names listed below

▶ 4. INVESTMENTS AND INTERESTS IN REAL PROPERTY HELD OR LEASED BY THE BUSINESS ENTITY OR TRUST

Check one box:

☐ INVESTMENT ☐ REAL PROPERTY

Name of Business Entity, if Investment, or
Assessor's Parcel Number or Street Address of Real Property

Description of Business Activity or
City or Other Precise Location of Real Property

FAIR MARKET VALUE
- ☐ $2,000 - $10,000
- ☐ $10,001 - $100,000
- ☐ $100,001 - $1,000,000
- ☐ Over $1,000,000

IF APPLICABLE, LIST DATE:

__/__/22 ACQUIRED __/__/22 DISPOSED

NATURE OF INTEREST

☐ Property Ownership/Deed of Trust ☐ Stock ☐ Partnership

☐ Leasehold _____ Yrs. remaining ☐ Other _____

☐ Check box if additional schedules reporting investments or real property are attached

Comments: _____

Instructions – Schedule A-2
Investments, Income, and Assets of Business Entities/Trusts

Use Schedule A-2 to report investments in a business entity (including a consulting business or other independent contracting business) or trust (including a living trust) in which you, your spouse or registered domestic partner, and your dependent children, together or separately, had a 10% or greater interest, totaling $2,000 or more, during the reporting period and which is located in, doing business in, planning to do business in, or which has done business during the previous two years in your agency's jurisdiction. (See Reference Pamphlet, page 13.) A trust located outside your agency's jurisdiction is reportable if it holds assets that are located in or doing business in the jurisdiction. Do not report a trust that contains non-reportable interests. For example, a trust containing only your personal residence not used in whole or in part as a business, your savings account, and some municipal bonds, is not reportable.

Also report on Schedule A-2 investments and real property held by that entity or trust if your pro rata share of the investment or real property interest was $2,000 or more during the reporting period.

To Complete Schedule A-2:

Part 1. Disclose the name and address of the business entity or trust. If you are reporting an interest in a business entity, check "Business Entity" and complete the box as follows:

- Provide a general description of the business activity of the entity.
- Check the box indicating the highest fair market value of your investment during the reporting period.
- If you initially acquired or entirely disposed of this interest during the reporting period, enter the date acquired or disposed.
- Identify the nature of your investment.
- Disclose the job title or business position you held with the entity, if any (i.e., if you were a director, officer, partner, trustee, employee, or held any position of management). A business position held by your spouse is not reportable.

Part 2. Check the box indicating **your pro rata** share of the **gross** income received **by** the business entity or trust. This amount includes your pro rata share of the **gross** income **from** the business entity or trust, as well as your community property interest in your spouse's or registered domestic partner's share. Gross income is the total amount of income before deducting expenses, losses, or taxes.

Part 3. Disclose the name of each source of income that is located in, doing business in, planning to do business in, or that has done business during the previous two years in your agency's jurisdiction, as follows:

- Disclose each source of income and outstanding loan **to the business entity or trust** identified in Part 1 if your pro rata share of the **gross** income (including your community property interest in your spouse's or registered domestic partner's share) to the business entity or trust from that source was $10,000 or more during the reporting period. (See Reference Pamphlet, page 11, for examples.) Income from governmental sources may be reportable if not considered salary. See Regulation 18232. Loans from commercial lending institutions made in the lender's regular course of business on terms available to members of the public without regard to your official status are not reportable.
- Disclose each individual or entity that was a source of commission income of $10,000 or more during the reporting period through the business entity identified in Part 1. (See Reference Pamphlet, page 8.)

You may be required to disclose sources of income located outside your jurisdiction. For example, you may have a client who resides outside your jurisdiction who does business on a regular basis with you. Such a client, if a reportable source of $10,000 or more, must be disclosed.

Mark "None" if you do not have any reportable $10,000 sources of income to disclose. Phrases such as "various clients" or "not disclosing sources pursuant to attorney-client privilege" are not adequate disclosure. (See Reference Pamphlet, page 14, for information on procedures to request an exemption from disclosing privileged information.)

Part 4. Report any investments or interests in real property held or leased **by the entity or trust** identified in Part 1 if your pro rata share of the interest held was $2,000 or more during the reporting period. Attach additional schedules or use FPPC's Form 700 Excel spreadsheet if needed.

- Check the applicable box identifying the interest held as real property or an investment.
- If investment, provide the name and description of the business entity.
- If real property, report the precise location (e.g., an assessor's parcel number or address).
- Check the box indicating the highest fair market value of your interest in the real property or investment during the reporting period. (Report the fair market value of the portion of your residence claimed as a tax deduction if you are utilizing your residence for business purposes.)
- Identify the nature of your interest.
- Enter the date acquired or disposed only if you initially acquired or entirely disposed of your interest in the property or investment during the reporting period.

CALIFORNIA FORM **700**
FAIR POLITICAL PRACTICES COMMISSION

Name

SCHEDULE B
Interests in Real Property
(Including Rental Income)

► ASSESSOR'S PARCEL NUMBER OR STREET ADDRESS

CITY

FAIR MARKET VALUE
- ☐ $2,000 - $10,000
- ☐ $10,001 - $100,000
- ☐ $100,001 - $1,000,000
- ☐ Over $1,000,000

IF APPLICABLE, LIST DATE:
__/__/22 ACQUIRED __/__/22 DISPOSED

NATURE OF INTEREST
- ☐ Ownership/Deed of Trust
- ☐ Easement
- ☐ Leasehold _____ Yrs. remaining
- ☐ _____ Other

IF RENTAL PROPERTY, GROSS INCOME RECEIVED
- ☐ $0 - $499
- ☐ $500 - $1,000
- ☐ $1,001 - $10,000
- ☐ $10,001 - $100,000
- ☐ OVER $100,000

SOURCES OF RENTAL INCOME: If you own a 10% or greater interest, list the name of each tenant that is a single source of income of $10,000 or more.
- ☐ None

► ASSESSOR'S PARCEL NUMBER OR STREET ADDRESS

CITY

FAIR MARKET VALUE
- ☐ $2,000 - $10,000
- ☐ $10,001 - $100,000
- ☐ $100,001 - $1,000,000
- ☐ Over $1,000,000

IF APPLICABLE, LIST DATE:
__/__/22 ACQUIRED __/__/22 DISPOSED

NATURE OF INTEREST
- ☐ Ownership/Deed of Trust
- ☐ Easement
- ☐ Leasehold _____ Yrs. remaining
- ☐ _____ Other

IF RENTAL PROPERTY, GROSS INCOME RECEIVED
- ☐ $0 - $499
- ☐ $500 - $1,000
- ☐ $1,001 - $10,000
- ☐ $10,001 - $100,000
- ☐ OVER $100,000

SOURCES OF RENTAL INCOME: If you own a 10% or greater interest, list the name of each tenant that is a single source of income of $10,000 or more.
- ☐ None

* You are not required to report loans from a commercial lending institution made in the lender's regular course of business on terms available to members of the public without regard to your official status. Personal loans and loans received not in a lender's regular course of business must be disclosed as follows:

NAME OF LENDER*

ADDRESS *(Business Address Acceptable)*

BUSINESS ACTIVITY, IF ANY, OF LENDER

INTEREST RATE _____% ☐ None

TERM (Months/Years)

HIGHEST BALANCE DURING REPORTING PERIOD
- ☐ $500 - $1,000
- ☐ $1,001 - $10,000
- ☐ $10,001 - $100,000
- ☐ OVER $100,000

☐ Guarantor, if applicable

NAME OF LENDER*

ADDRESS *(Business Address Acceptable)*

BUSINESS ACTIVITY, IF ANY, OF LENDER

INTEREST RATE _____% ☐ None

TERM (Months/Years)

HIGHEST BALANCE DURING REPORTING PERIOD
- ☐ $500 - $1,000
- ☐ $1,001 - $10,000
- ☐ $10,001 - $100,000
- ☐ OVER $100,000

☐ Guarantor, if applicable

Comments: _____

Instructions – Schedule B
Interests in Real Property

Report interests in real property located in your agency's jurisdiction in which you, your spouse or registered domestic partner, or your dependent children had a direct, indirect, or beneficial interest totaling $2,000 or more any time during the reporting period. Real property is also considered to be "within the jurisdiction" of a local government agency if the property or any part of it is located within two miles outside the boundaries of the jurisdiction or within two miles of any land owned or used by the local government agency. (See Reference Pamphlet, page 13.)

Interests in real property include:

- An ownership interest (including a beneficial ownership interest)
- A deed of trust, easement, or option to acquire property
- A leasehold interest (See Reference Pamphlet, page 14.)
- A mining lease
- An interest in real property held in a retirement account (See Reference Pamphlet, page 15.)
- An interest in real property held by a business entity or trust in which you, your spouse or registered domestic partner, and your dependent children together had a 10% or greater ownership interest (Report on Schedule A-2.)
- Your spouse's or registered domestic partner's interests in real property that are legally held separately by him or her

You are <u>not</u> required to report:

- A residence, such as a home or vacation cabin, used exclusively as a personal residence (However, a residence in which you rent out a room or for which you claim a business deduction may be reportable. If reportable, report the fair market value of the portion claimed as a tax deduction.)
- Some interests in real property held through a blind trust (See Reference Pamphlet, page 16.)
  - **Please note:** A non-reportable property can still be grounds for a conflict of interest and may be disqualifying.

To Complete Schedule B:

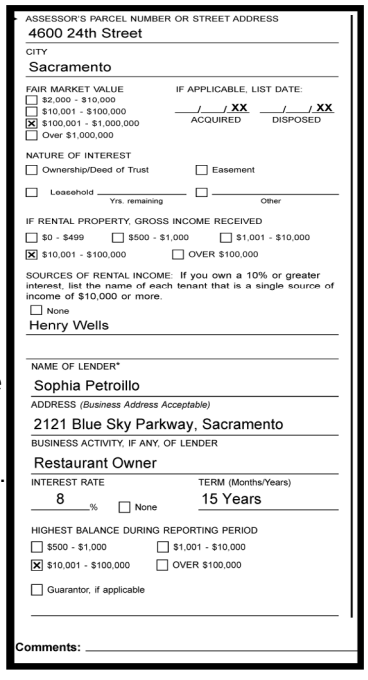
- Report the precise location (e.g., an assessor's parcel number or address) of the real property.
- Check the box indicating the fair market value of your interest in the property (regardless of what you owe on the property).
- Enter the date acquired or disposed only if you initially acquired or entirely disposed of your interest in the property during the reporting period.
- Identify the nature of your interest. If it is a leasehold, disclose the number of years remaining on the lease.
- If you received rental income, check the box indicating the gross amount you received.
- If you had a 10% or greater interest in real property and received rental income, list the name of the source(s) if your pro rata share of the gross income from any single tenant was $10,000 or more during the reporting period. If you received a total of $10,000 or more from two or more tenants acting in concert (in most cases, this will apply to married couples), disclose the name of each tenant. Otherwise, mark "None."
- Loans from a private lender that total $500 or more and are secured by real property may be reportable. **Loans from commercial lending institutions made in the lender's regular course of business on terms available to members of the public without regard to your official status are not reportable.**

  When reporting a loan:
  - Provide the name and address of the lender.
  - Describe the lender's business activity.
  - Disclose the interest rate and term of the loan. For variable interest rate loans, disclose the conditions of the loan (e.g., Prime + 2) or the average interest rate paid during the reporting period. The term of a loan is the total number of months or years given for repayment of the loan at the time the loan was established.
  - Check the box indicating the highest balance of the loan during the reporting period.
  - Identify a guarantor, if applicable.

If you have more than one reportable loan on a single piece of real property, report the additional loan(s) on Schedule C.

Example:

Allison Gande is a city planning commissioner. During the reporting period, Allison received rental income of $12,000, from a single tenant who rented property owned in the city's jurisdiction. If Allison received $6,000 each from two tenants, the tenants' names would not be required because no single tenant paid her $10,000 or more. A married couple is considered a single tenant.


ASSESSOR'S PARCEL NUMBER OR STREET ADDRESS
4600 24th Street
CITY
Sacramento
FAIR MARKET VALUE
☐ $2,000 - $10,000
☐ $10,001 - $100,000
☒ $100,001 - $1,000,000
☐ Over $1,000,000
IF APPLICABLE, LIST DATE:
__/__/ XX ACQUIRED
__/__/ XX DISPOSED
NATURE OF INTEREST
☐ Ownership/Deed of Trust ☐ Easement
☐ Leasehold ____ Yrs. remaining ☐ ____ Other
IF RENTAL PROPERTY, GROSS INCOME RECEIVED
☐ $0 - $499 ☐ $500 - $1,000 ☐ $1,001 - $10,000
☒ $10,001 - $100,000 ☐ OVER $100,000
SOURCES OF RENTAL INCOME: If you own a 10% or greater interest, list the name of each tenant that is a single source of income of $10,000 or more.
☐ None
Henry Wells
NAME OF LENDER*
Sophia Petroillo
ADDRESS (Business Address Acceptable)
2121 Blue Sky Parkway, Sacramento
BUSINESS ACTIVITY, IF ANY, OF LENDER
Restaurant Owner
INTEREST RATE
8 %
☐ None
TERM (Months/Years)
15 Years
HIGHEST BALANCE DURING REPORTING PERIOD
☐ $500 - $1,000 ☐ $1,001 - $10,000
☒ $10,001 - $100,000 ☐ OVER $100,000
☐ Guarantor, if applicable
Comments:

Reminders

- Income and loans already reported on Schedule B are not also required to be reported on Schedule C.
- Real property already reported on Schedule A-2, Part 4 is not also required to be reported on Schedule B.
- Code filers – do your disclosure categories require disclosure of real property?

SCHEDULE C
Income, Loans, & Business Positions
(Other than Gifts and Travel Payments)

CALIFORNIA FORM 700
FAIR POLITICAL PRACTICES COMMISSION

Name

► 1. INCOME RECEIVED

NAME OF SOURCE OF INCOME

ADDRESS *(Business Address Acceptable)*

BUSINESS ACTIVITY, IF ANY, OF SOURCE

YOUR BUSINESS POSITION

GROSS INCOME RECEIVED
- ☐ No Income - Business Position Only
- ☐ $500 - $1,000
- ☐ $1,001 - $10,000
- ☐ $10,001 - $100,000
- ☐ OVER $100,000

CONSIDERATION FOR WHICH INCOME WAS RECEIVED
- ☐ Salary
- ☐ Spouse's or registered domestic partner's income (For self-employed use Schedule A-2.)
- ☐ Partnership (Less than 10% ownership. For 10% or greater use Schedule A-2.)
- ☐ Sale of _____ *(Real property, car, boat, etc.)*
- ☐ Loan repayment
- ☐ Commission or ☐ Rental Income, *list each source of $10,000 or more*

_____ *(Describe)*

- ☐ Other _____ *(Describe)*

► 1. INCOME RECEIVED

NAME OF SOURCE OF INCOME

ADDRESS *(Business Address Acceptable)*

BUSINESS ACTIVITY, IF ANY, OF SOURCE

YOUR BUSINESS POSITION

GROSS INCOME RECEIVED
- ☐ No Income - Business Position Only
- ☐ $500 - $1,000
- ☐ $1,001 - $10,000
- ☐ $10,001 - $100,000
- ☐ OVER $100,000

CONSIDERATION FOR WHICH INCOME WAS RECEIVED
- ☐ Salary
- ☐ Spouse's or registered domestic partner's income (For self-employed use Schedule A-2.)
- ☐ Partnership (Less than 10% ownership. For 10% or greater use Schedule A-2.)
- ☐ Sale of _____ *(Real property, car, boat, etc.)*
- ☐ Loan repayment
- ☐ Commission or ☐ Rental Income, *list each source of $10,000 or more*

_____ *(Describe)*

- ☐ Other _____ *(Describe)*

► 2. LOANS RECEIVED OR OUTSTANDING DURING THE REPORTING PERIOD

* You are not required to report loans from a commercial lending institution, or any indebtedness created as part of a retail installment or credit card transaction, made in the lender's regular course of business on terms available to members of the public without regard to your official status. Personal loans and loans received not in a lender's regular course of business must be disclosed as follows:

NAME OF LENDER*

ADDRESS *(Business Address Acceptable)*

BUSINESS ACTIVITY, IF ANY, OF LENDER

HIGHEST BALANCE DURING REPORTING PERIOD
- ☐ $500 - $1,000
- ☐ $1,001 - $10,000
- ☐ $10,001 - $100,000
- ☐ OVER $100,000

INTEREST RATE _____% ☐ None

TERM (Months/Years) _____

SECURITY FOR LOAN
- ☐ None
- ☐ Personal residence
- ☐ Real Property _____ *Street address*

_____ *City*

- ☐ Guarantor _____
- ☐ Other _____ *(Describe)*

Comments: _____

Instructions – Schedule C
Income, Loans, & Business Positions
(Income Other Than Gifts and Travel Payments)

Reporting Income:
Report the source and amount of gross income of $500 or more you received during the reporting period. Gross income is the total amount of income before deducting expenses, losses, or taxes and includes loans other than loans from a commercial lending institution. (See Reference Pamphlet, page 11.) You must also report the source of income to your spouse or registered domestic partner if your community property share was $500 or more during the reporting period.

The source and income must be reported only if the source is located in, doing business in, planning to do business in, or has done business during the previous two years in your agency's jurisdiction. (See Reference Pamphlet, page 13.) Reportable sources of income may be further limited by your disclosure category located in your agency's conflict of interest code.

Reporting Business Positions:
You must report your job title with each reportable business entity even if you received no income during the reporting period. Use the comments section to indicate that no income was received.

Commonly reportable income and loans include:
- Salary/wages, per diem, and reimbursement for expenses including travel payments provided by your employer
- Community property interest (50%) in your spouse's or registered domestic partner's income - **report the employer's name and all other required information**
- Income from investment interests, such as partnerships, reported on Schedule A-1
- Commission income not required to be reported on Schedule A-2 (See Reference Pamphlet, page 8.)
- Gross income from any sale, including the sale of a house or car (Report your pro rata share of the total sale price.)
- Rental income not required to be reported on Schedule B
- Prizes or awards not disclosed as gifts
- Payments received on loans you made to others
- An honorarium received prior to becoming a public official (See Reference Pamphlet, page 10.)
- Incentive compensation (See Reference Pamphlet, page 12.)

Reminders
- Code filers – your disclosure categories may not require disclosure of all sources of income.
- If you or your spouse or registered domestic partner are self-employed, report the business entity on Schedule A-2.
- Do not disclose on Schedule C income, loans, or business positions already reported on Schedules A-2 or B.

You are <u>not</u> required to report:
- Salary, reimbursement for expenses or per diem, or social security, disability, or other similar benefit payments received by you or your spouse or registered domestic partner from a federal, state, or local government agency.
- Stock dividends and income from the sale of stock unless the source can be identified.
- Income from a PERS retirement account.

(See Reference Pamphlet, page 12.)

To Complete Schedule C:

Part 1. Income Received/Business Position Disclosure
- Disclose the name and address of each source of income or each business entity with which you held a business position.
- Provide a general description of the business activity if the source is a business entity.
- Check the box indicating the amount of gross income received.
- Identify the consideration for which the income was received.
- For income from commission sales, check the box indicating the gross income received and list the name of each source of commission income of $10,000 or more. (See Reference Pamphlet, page 8.) **Note: If you receive commission income on a regular basis or have an ownership interest of 10% or more, you must disclose the business entity and the income on Schedule A-2.**
- Disclose the job title or business position, if any, that you held with the business entity, even if you did not receive income during the reporting period.

Part 2. Loans Received or Outstanding During the Reporting Period
- Provide the name and address of the lender.
- Provide a general description of the business activity if the lender is a business entity.
- Check the box indicating the highest balance of the loan during the reporting period.
- Disclose the interest rate and the term of the loan.
  - For variable interest rate loans, disclose the conditions of the loan (e.g., Prime + 2) or the average interest rate paid during the reporting period.
  - The term of the loan is the total number of months or years given for repayment of the loan at the time the loan was entered into.
- Identify the security, if any, for the loan.

CALIFORNIA FORM **700**
FAIR POLITICAL PRACTICES COMMISSION

Name

SCHEDULE D
Income – Gifts

► NAME OF SOURCE *(Not an Acronym)*

ADDRESS *(Business Address Acceptable)*

BUSINESS ACTIVITY, IF ANY, OF SOURCE

DATE (mm/dd/yy)	VALUE	DESCRIPTION OF GIFT(S)
____/____/____	$_____	_____
____/____/____	$_____	_____
____/____/____	$_____	_____

► NAME OF SOURCE *(Not an Acronym)*

ADDRESS *(Business Address Acceptable)*

BUSINESS ACTIVITY, IF ANY, OF SOURCE

DATE (mm/dd/yy)	VALUE	DESCRIPTION OF GIFT(S)
____/____/____	$_____	_____
____/____/____	$_____	_____
____/____/____	$_____	_____

► NAME OF SOURCE *(Not an Acronym)*

ADDRESS *(Business Address Acceptable)*

BUSINESS ACTIVITY, IF ANY, OF SOURCE

DATE (mm/dd/yy)	VALUE	DESCRIPTION OF GIFT(S)
____/____/____	$_____	_____
____/____/____	$_____	_____
____/____/____	$_____	_____

► NAME OF SOURCE *(Not an Acronym)*

ADDRESS *(Business Address Acceptable)*

BUSINESS ACTIVITY, IF ANY, OF SOURCE

DATE (mm/dd/yy)	VALUE	DESCRIPTION OF GIFT(S)
____/____/____	$_____	_____
____/____/____	$_____	_____
____/____/____	$_____	_____

► NAME OF SOURCE *(Not an Acronym)*

ADDRESS *(Business Address Acceptable)*

BUSINESS ACTIVITY, IF ANY, OF SOURCE

DATE (mm/dd/yy)	VALUE	DESCRIPTION OF GIFT(S)
____/____/____	$_____	_____
____/____/____	$_____	_____
____/____/____	$_____	_____

► NAME OF SOURCE *(Not an Acronym)*

ADDRESS *(Business Address Acceptable)*

BUSINESS ACTIVITY, IF ANY, OF SOURCE

DATE (mm/dd/yy)	VALUE	DESCRIPTION OF GIFT(S)
____/____/____	$_____	_____
____/____/____	$_____	_____
____/____/____	$_____	_____

Comments: _____

Instructions – Schedule D
Income – Gifts

A gift is anything of value for which you have not provided equal or greater consideration to the donor. A gift is reportable if its fair market value is $50 or more. In addition, multiple gifts totaling $50 or more received during the reporting period from a single source must be reported.

It is the acceptance of a gift, not the ultimate use to which it is put, that imposes your reporting obligation. Except as noted below, you must report a gift even if you never used it or if you gave it away to another person.

If the exact amount of a gift is unknown, you must make a good faith estimate of the item's fair market value. Listing the value of a gift as "over $50" or "value unknown" is not adequate disclosure. In addition, if you received a gift through an intermediary, you must disclose the name, address, and business activity of both the donor and the intermediary. You may indicate an intermediary either in the "source" field after the name or in the "comments" section at the bottom of Schedule D.

Commonly reportable gifts include:

- Tickets/passes to sporting or entertainment events
- Tickets/passes to amusement parks
- Parking passes not used for official agency business
- Food, beverages, and accommodations, including those provided in direct connection with your attendance at a convention, conference, meeting, social event, meal, or like gathering
- Rebates/discounts not made in the regular course of business to members of the public without regard to official status
- Wedding gifts (See Reference Pamphlet, page 16)
- An honorarium received prior to assuming office (You may report an honorarium as income on Schedule C, rather than as a gift on Schedule D, if you provided services of equal or greater value than the payment received. See Reference Pamphlet, page 10.)
- Transportation and lodging (See Schedule E.)
- Forgiveness of a loan received by you

Reminders

- Gifts from a single source are subject to a $520 limit in 2022. (See Reference Pamphlet, page 10.)
- Code filers – you only need to report gifts from reportable sources.

Gift Tracking Mobile Application

- FPPC has created a gift tracking app for mobile devices that helps filers track gifts and provides a quick and easy way to upload the information to the Form 700. Visit FPPC's website to download the app.

You are <u>not</u> required to disclose:

- Gifts that were not used and that, within 30 days after receipt, were returned to the donor or delivered to a charitable organization or government agency without being claimed by you as a charitable contribution for tax purposes
- Gifts from your spouse or registered domestic partner, child, parent, grandparent, grandchild, brother, sister, and certain other family members (See Regulation 18942 for a complete list.). The exception does not apply if the donor was acting as an agent or intermediary for a reportable source who was the true donor.
- Gifts of similar value exchanged between you and an individual, other than a lobbyist registered to lobby your state agency, on holidays, birthdays, or similar occasions
- Gifts of informational material provided to assist you in the performance of your official duties (e.g., books, pamphlets, reports, calendars, periodicals, or educational seminars)
- A monetary bequest or inheritance (However, inherited investments or real property may be reportable on other schedules.)
- Personalized plaques or trophies with an individual value of less than $250
- Campaign contributions
- Up to two tickets, for your own use, to attend a fundraiser for a campaign committee or candidate, or to a fundraiser for an organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. The ticket must be received from the organization or committee holding the fundraiser.
- Gifts given to members of your immediate family if the source has an established relationship with the family member and there is no evidence to suggest the donor had a purpose to influence you. (See Regulation 18943.)
- Free admission, food, and nominal items (such as a pen, pencil, mouse pad, note pad or similar item) available to all attendees, at the event at which the official makes a speech (as defined in Regulation 18950(b)(2)), so long as the admission is provided by the person who organizes the event.
- Any other payment not identified above, that would otherwise meet the definition of gift, where the payment is made by an individual who is not a lobbyist registered to lobby the official's state agency, where it is clear that the gift was made because of an existing personal or business relationship unrelated to the official's position and there is no evidence whatsoever at the time the gift is made to suggest the donor had a purpose to influence you.

To Complete Schedule D:

- Disclose the full name (not an acronym), address, and, if a business entity, the business activity of the source.
- Provide the date (month, day, and year) of receipt, and disclose the fair market value and description of the gift.

CALIFORNIA FORM **700**
FAIR POLITICAL PRACTICES COMMISSION

Name

SCHEDULE E
Income – Gifts
Travel Payments, Advances, and Reimbursements

- **Mark either the gift or income box.**
- **Mark the "501(c)(3)" box for a travel payment received from a nonprofit 501(c)(3) organization or the "Speech" box if you made a speech or participated in a panel. Per Government Code Section 89506, these payments may not be subject to the gift limit. However, they may result in a disqualifying conflict of interest.**
- **For gifts of travel, provide the travel destination.**

► NAME OF SOURCE *(Not an Acronym)*

ADDRESS *(Business Address Acceptable)*

CITY AND STATE

☐ 501 (c)(3) or DESCRIBE BUSINESS ACTIVITY, IF ANY, OF SOURCE

DATE(S): ___/___/___ - ___/___/___ AMT: $ _____
(If gift)

► MUST CHECK ONE: ☐ Gift **-or-** ☐ Income

☐ Made a Speech/Participated in a Panel

☐ Other - Provide Description

► If Gift, Provide Travel Destination

► NAME OF SOURCE *(Not an Acronym)*

ADDRESS *(Business Address Acceptable)*

CITY AND STATE

☐ 501 (c)(3) or DESCRIBE BUSINESS ACTIVITY, IF ANY, OF SOURCE

DATE(S): ___/___/___ - ___/___/___ AMT: $ _____
(If gift)

► MUST CHECK ONE: ☐ Gift **-or-** ☐ Income

☐ Made a Speech/Participated in a Panel

☐ Other - Provide Description

► If Gift, Provide Travel Destination

► NAME OF SOURCE *(Not an Acronym)*

ADDRESS *(Business Address Acceptable)*

CITY AND STATE

☐ 501 (c)(3) or DESCRIBE BUSINESS ACTIVITY, IF ANY, OF SOURCE

DATE(S): ___/___/___ - ___/___/___ AMT: $ _____
(If gift)

► MUST CHECK ONE: ☐ Gift **-or-** ☐ Income

☐ Made a Speech/Participated in a Panel

☐ Other - Provide Description

► If Gift, Provide Travel Destination

► NAME OF SOURCE *(Not an Acronym)*

ADDRESS *(Business Address Acceptable)*

CITY AND STATE

☐ 501 (c)(3) or DESCRIBE BUSINESS ACTIVITY, IF ANY, OF SOURCE

DATE(S): ___/___/___ - ___/___/___ AMT: $ _____
(If gift)

► MUST CHECK ONE: ☐ Gift **-or-** ☐ Income

☐ Made a Speech/Participated in a Panel

☐ Other - Provide Description

► If Gift, Provide Travel Destination

Comments:

Instructions – Schedule E
Travel Payments, Advances, and Reimbursements

Travel payments reportable on Schedule E include advances and reimbursements for travel and related expenses, including lodging and meals.

Gifts of travel may be subject to the gift limit. In addition, certain travel payments are reportable gifts, but are not subject to the gift limit. To avoid possible misinterpretation or the perception that you have received a gift in excess of the gift limit, you may wish to provide a specific description of the purpose of your travel. (See the FPPC fact sheet entitled "Limitations and Restrictions on Gifts, Honoraria, Travel, and Loans" to read about travel payments under section 89506(a).)

You are <u>not</u> required to disclose:

- Travel payments received from any state, local, or federal government agency for which you provided services equal or greater in value than the payments received, such as reimbursement for travel on agency business from your government agency employer.
- A payment for travel from another local, state, or federal government agency and related per diem expenses when the travel is for education, training or other inter-agency programs or purposes.
- Travel payments received from your employer in the normal course of your employment that are included in the income reported on Schedule C.
- A travel payment that was received from a nonprofit entity exempt from taxation under Internal Revenue Code Section 501(c)(3) for which you provided equal or greater consideration, such as reimbursement for travel on business for a 501(c)(3) organization for which you are a board member.

  Note: Certain travel payments may not be reportable if reported via email on Form 801 by your agency.

To Complete Schedule E:

- Disclose the full name (not an acronym) and address of the source of the travel payment.
- Identify the business activity if the source is a business entity.
- Check the box to identify the payment as a gift or income, report the amount, and disclose the date(s).
  - **Travel payments are gifts** if you did not provide services that were equal to or greater in value than the payments received. You must disclose gifts totaling $50 or more from a single source during the period covered by the statement.

    When reporting travel payments that are gifts, you must provide a description of the gift, the **date(s)** received, and the **travel destination.**
  - **Travel payments are income** if you provided services that were equal to or greater in value than the payments received. You must disclose income totaling $500 or more from a single source during the period covered by the statement. You have the burden of proving the payments are income rather than gifts. When reporting travel payments as income, you must describe the services you provided in exchange for the payment. You are not required to disclose the date(s) for travel payments that are income.

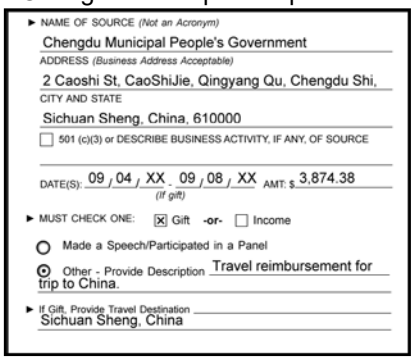
Example:

City council member MaryClaire Chandler is the chair of a 501(c)(6) trade association, and the association pays for MaryClaire's travel to attend its meetings. Because MaryClaire is deemed to be providing equal or greater consideration for the travel payment by virtue of serving on the board, this payment may be reported as income. Payments for MaryClaire to attend other events for which they are not providing services are likely considered gifts. Note that the same payment from a 501(c)(3) would NOT be reportable.


► NAME OF SOURCE *(Not an Acronym)*
Health Services Trade Association
ADDRESS *(Business Address Acceptable)*
1230 K Street, Suite 610
CITY AND STATE
Sacramento, CA
☐ 501 (c)(3) or DESCRIBE BUSINESS ACTIVITY, IF ANY, OF SOURCE
Association of Healthcare Workers
DATE(S): __/__/____ - __/__/____ *(If gift)* AMT: $ 550.00
► MUST CHECK ONE: ☐ Gift -or- ☒ Income
○ Made a Speech/Participated in a Panel
⊙ Other - Provide Description Travel reimbursement for board meeting.
► If Gift, Provide Travel Destination

Example:

Mayor Kim travels to China on a trip organized by China Silicon Valley Business Development, a California nonprofit, 501(c)(6) organization. The Chengdu Municipal People's Government pays for Mayor Kim's airfare and travel costs, as well as meals and lodging during the trip. The trip's agenda shows that the trip's purpose is to promote job creation and economic activity in China and in Silicon Valley, so the trip is reasonably related to a governmental purpose. Thus, Mayor Kim must report the gift of travel, but the gift is exempt from the gift limit. In this case, the travel payments are not subject to the gift limit because the source is a foreign government and because the travel is reasonably related to a governmental purpose. (Section 89506(a)(2).) Note that Mayor Kim could be disqualified from participating in or making decisions about The Chengdu Municipal People's Government for 12 months. Also note that if China Silicon Valley Business Development (a 501(c)(6) organization) paid for the travel costs rather than the governmental organization, the payments would be subject to the gift limits. (See the FPPC fact sheet, Limitations and Restrictions on Gifts, Honoraria, Travel and Loans, at www.fppc.ca.gov.)


► NAME OF SOURCE *(Not an Acronym)*
Chengdu Municipal People's Government
ADDRESS *(Business Address Acceptable)*
2 Caoshi St, CaoShiJie, Qingyang Qu, Chengdu Shi,
CITY AND STATE
Sichuan Sheng, China, 610000
☐ 501 (c)(3) or DESCRIBE BUSINESS ACTIVITY, IF ANY, OF SOURCE
DATE(S): 09 / 04 / XX - 09 / 08 / XX *(If gift)* AMT: $ 3,874.38
► MUST CHECK ONE: ☒ Gift -or- ☐ Income
○ Made a Speech/Participated in a Panel
⊙ Other - Provide Description Travel reimbursement for trip to China.
► If Gift, Provide Travel Destination Sichuan Sheng, China

Restrictions and Prohibitions

The Political Reform Act (Gov. Code Sections 81000-91014) requires most state and local government officials and employees to publicly disclose their economic interests including personal assets and income. The Act's conflict of interest provisions also disqualify a public official from taking part in a governmental decision if it is reasonably foreseeable that the decision will have a material financial effect on these economic interests as well as the official's personal finances and those of immediate family. (Gov. Code Sections 87100 and 87103.) The Fair Political Practices Commission (FPPC) is the state agency responsible for issuing the attached Statement of Economic Interests, Form 700, and for interpreting the Act's provisions.

Gift Prohibition

Gifts received by most state and local officials, employees, and candidates are subject to a limit. In 2021-2022, the gift limit increased to $520 from a single source during a calendar year.

Additionally, state officials, state candidates, and certain state employees are subject to a $10 limit per calendar month on gifts from lobbyists and lobbying firms registered with the Secretary of State. See Reference Pamphlet, page 10.

State and local officials and employees should check with their agency to determine if other restrictions apply.

Disqualification

Public officials are, under certain circumstances, required to disqualify themselves from making, participating in, or attempting to influence governmental decisions that will affect their economic interests. This may include interests they are not required to disclose. For example, a personal residence is often not reportable, but may be grounds for disqualification. Specific disqualification requirements apply to 87200 filers (e.g., city councilmembers, members of boards of supervisors, planning commissioners, etc.). These officials must publicly identify the economic interest that creates a conflict of interest and leave the room before a discussion or vote takes place at a public meeting. For more information, consult Government Code Section 87105, Regulation 18707, and the Guide to Recognizing Conflicts of Interest page at *www.fppc.ca.gov.*

Honorarium Ban

Most state and local officials, employees, and candidates are prohibited from accepting an honorarium for any speech given, article published, or attendance at a conference, convention, meeting, or like gathering. (See Reference Pamphlet, page 10.)

Loan Restrictions

Certain state and local officials are subject to restrictions on loans. (See Reference Pamphlet, page 14.)

Post-Governmental Employment

There are restrictions on representing clients or employers before former agencies. The provisions apply to elected state officials, most state employees, local elected officials, county chief administrative officers, city managers, including the chief administrator of a city, and general managers or chief administrators of local special districts and JPAs. The FPPC website has fact sheets explaining the provisions.

Late Filing

The filing officer who retains originally-signed or electronically filed statements of economic interests may impose on an individual a fine for any statement that is filed late. The fine is $10 per day up to a maximum of $100. Late filing penalties may be reduced or waived under certain circumstances.

Persons who fail to timely file their Form 700 may be referred to the FPPC's Enforcement Division (and, in some cases, to the Attorney General or district attorney) for investigation and possible prosecution. In addition to the late filing penalties, a fine of up to $5,000 per violation may be imposed.

For assistance concerning reporting, prohibitions, and restrictions under the Act:

- Email questions to advice@fppc.ca.gov.
- Call the FPPC toll-free at (866) 275-3772.

Form 700 is a Public Document Public Access Must Be Provided

Statements of Economic Interests are public documents. The filing officer must permit any member of the public to inspect and receive a copy of any statement.

- Statements must be available as soon as possible during the agency's regular business hours, but in any event not later than the second business day after the statement is received. Access to the Form 700 is not subject to the Public Records Act procedures.
- No conditions may be placed on persons seeking access to the forms.
- No information or identification may be required from persons seeking access.
- Reproduction fees of no more than 10 cents per page may be charged.

Questions and Answers

General

Q. What is the reporting period for disclosing interests on an assuming office statement or a candidate statement?

A. On an assuming office statement, disclose all reportable investments, interests in real property, and business positions held on the date you assumed office. In addition, you must disclose income (including loans, gifts and travel payments) received during the 12 months prior to the date you assumed office.

On a candidate statement, disclose all reportable investments, interests in real property, and business positions held on the date you file your declaration of candidacy. You must also disclose income (including loans, gifts and travel payments) received during the 12 months prior to the date you file your declaration of candidacy.

Q. I hold two other board positions in addition to my position with the county. Must I file three statements of economic interests?

A. Yes, three are required. However, you may instead complete an expanded statement listing the county and the two boards on the Cover Page or an attachment as the agencies for which you will be filing. Disclose all reportable economic interests in all three jurisdictions on the expanded statement. File the expanded statement for your primary position providing an original "wet" signature unless filed with a secure electronic signature. (See page 3 above.) File copies of the expanded statement with the other two agencies as required by Regulation 18723.1(c). Remember to complete separate statements for positions that you leave or assume during the year.

Q. I am a department head who recently began acting as city manager. Should I file as the city manager?

A. Yes. File an assuming office statement as city manager. Persons serving as "acting," "interim," or "alternate" must file as if they hold the position because they are or may be performing the duties of the position.

Q. My spouse and I are currently separated and in the process of obtaining a divorce. Must I still report my spouse's income, investments, and interests in real property?

A. Yes. A public official must continue to report a spouse's economic interests until such time as dissolution of marriage proceedings is final. However, if a separate property agreement has been reached prior to that time, your estranged spouse's income may not have to be reported. Contact the FPPC for more information.

Q. As a designated employee, I left one state agency to work for another state agency. Must I file a leaving office statement?

A. Yes. You may also need to file an assuming office statement for the new agency.

Investment Disclosure

Q. I have an investment interest in shares of stock in a company that does not have an office in my jurisdiction. Must I still disclose my investment interest in this company?

A. Probably. The definition of "doing business in the jurisdiction" is not limited to whether the business has an office or physical location in your jurisdiction. (See Reference Pamphlet, page 13.)

Q. My spouse and I have a living trust. The trust holds rental property in my jurisdiction, our primary residence, and investments in diversified mutual funds. I have full disclosure. How is this trust disclosed?

A. Disclose the name of the trust, the rental property and its income on Schedule A-2. Your primary residence and investments in diversified mutual funds registered with the SEC are not reportable.

Q. I am required to report all investments. I have an IRA that contains stocks through an account managed by a brokerage firm. Must I disclose these stocks even though they are held in an IRA and I did not decide which stocks to purchase?

A. Yes. Disclose on Schedule A-1 or A-2 any stock worth $2,000 or more in a business entity located in or doing business in your jurisdiction.

Questions and Answers
Continued

Q. The value of my stock changed during the reporting period. How do I report the value of the stock?

A. You are required to report the highest value that the stock reached during the reporting period. You may use your monthly statements to determine the highest value. You may also use the entity's website to determine the highest value. You are encouraged to keep a record of where you found the reported value. Note that for an assuming office statement, you must report the value of the stock on the date you assumed office.

Q. I am the sole owner of my business, an S-Corporation. I believe that the nature of the business is such that it cannot be said to have any "fair market value" because it has no assets. I operate the corporation under an agreement with a large insurance company. My contract does not have resale value because of its nature as a personal services contract. Must I report the fair market value for my business on Schedule A-2 of the Form 700?

A. Yes. Even if there are no *tangible* assets, intangible assets, such as relationships with companies and clients are commonly sold to qualified professionals. The "fair market value" is often quantified for other purposes, such as marital dissolutions or estate planning. In addition, the IRS presumes that "personal services corporations" have a fair market value. A professional "book of business" and the associated goodwill that generates income are not without a determinable value. The Form 700 does not require a precise fair market value; it is only necessary to check a box indicating the broad range within which the value falls.

Q. I own stock in IBM and must report this investment on Schedule A-1. I initially purchased this stock in the early 1990s; however, I am constantly buying and selling shares. Must I note these dates in the "Acquired" and "Disposed" fields?

A. No. You must only report dates in the "Acquired" or "Disposed" fields when, during the reporting period, you initially purchase a reportable investment worth $2,000 or more or when you dispose of the entire investment. You are not required to track the partial trading of an investment.

Q. On last year's filing I reported stock in Encoe valued at $2,000 - $10,000. Late last year the value of this stock fell below and remains at less than $2,000. How should this be reported on this year's statement?

A. You are not required to report an investment if the value was less than $2,000 during the **entire** reporting period. However, because a disposed date is not required for stocks that fall below $2,000, you may want to report the stock and note in the "comments" section that the value fell below $2,000. This would be for informational purposes only; it is not a requirement.

Q. We have a Section 529 account set up to save money for our son's college education. Is this reportable?

A. If the Section 529 account contains reportable interests (e.g., common stock valued at $2,000 or more), those interests are reportable (not the actual Section 529 account). If the account contains solely mutual funds, then nothing is reported.

Income Disclosure

Q. I reported a business entity on Schedule A-2. Clients of my business are located in several states. Must I report all clients from whom my pro rata share of income is $10,000 or more on Schedule A-2, Part 3?

A. No, only the clients located in or doing business on a regular basis in your jurisdiction must be disclosed.

Q. I believe I am not required to disclose the names of clients from whom my pro rata share of income is $10,000 or more on Schedule A-2 because of their right to privacy. Is there an exception for reporting clients' names?

A. Regulation 18740 provides a procedure for requesting an exemption to allow a client's name not to be disclosed if disclosure of the name would violate a legally recognized privilege under California or Federal law. This regulation may be obtained from our website at *www.fppc.ca.gov. (*See Reference Pamphlet, page 14.)

Questions and Answers
Continued

Q. I am sole owner of a private law practice that is not reportable based on my limited disclosure category. However, some of the sources of income to my law practice are from reportable sources. Do I have to disclose this income?

A. Yes, even though the law practice is not reportable, reportable sources of income to the law practice of $10,000 or more must be disclosed. This information would be disclosed on Schedule C with a note in the "comments" section indicating that the business entity is not a reportable investment. The note would be for informational purposes only; it is not a requirement.

Q. I am the sole owner of my business. Where do I disclose my income - on Schedule A-2 or Schedule C?

A. Sources of income to a business in which you have an ownership interest of 10% or greater are disclosed on Schedule A-2. (See Reference Pamphlet, page 8.)

Q. My spouse is a partner in a four-person firm where all of their business is based on their own billings and collections from various clients. How do I report my community property interest in this business and the income generated in this manner?

A. If your spouse's investment in the firm is 10% or greater, disclose 100% of your spouse's share of the business on Schedule A-2, Part 1 and 50% of your spouse's income on Schedule A-2, Parts 2 and 3. For example, a client of your spouse's must be a source of at least $20,000 during the reporting period before the client's name is reported.

Q. How do I disclose my spouse's or registered domestic partner's salary?

A. Report the name of the employer as a source of income on Schedule C.

Q. I am a doctor. For purposes of reporting $10,000 sources of income on Schedule A-2, Part 3, are the patients or their insurance carriers considered sources of income?

A. If your patients exercise sufficient control by selecting you instead of other doctors, then your patients, rather than their insurance carriers, are sources of income to you. (See Reference Pamphlet, page 14.)

Q. I received a loan from my grandfather to purchase my home. Is this loan reportable?

A. No. Loans received from family members are not reportable.

Q. Many years ago, I loaned my parents several thousand dollars, which they paid back this year. Do I need to report this loan repayment on my Form 700?

A. No. Payments received on a loan made to a family member are not reportable.

Real Property Disclosure

Q. During this reporting period we switched our principal place of residence into a rental. I have full disclosure and the property is located in my agency's jurisdiction, so it is now reportable. Because I have not reported this property before, do I need to show an "acquired" date?

A. No, you are not required to show an "acquired" date because you previously owned the property. However, you may want to note in the "comments" section that the property was not previously reported because it was used exclusively as your residence. This would be for informational purposes only; it is not a requirement.

Q. I am a city manager, and I own a rental property located in an adjacent city, but one mile from the city limit. Do I need to report this property interest?

A. Yes. You are required to report this property because it is located within 2 miles of the boundaries of the city you manage.

Q. Must I report a home that I own as a personal residence for my daughter?

A. You are not required to disclose a home used as a personal residence for a family member unless you receive income from it, such as rental income.

Q. I am a co-signer on a loan for a rental property owned by a friend. Since I am listed on the deed of trust, do I need to report my friend's property as an interest in real property on my Form 700?

A. No. Simply being a co-signer on a loan for property does not create a reportable interest in that real property.

Questions and Answers
Continued

Gift Disclosure

Q. If I received a reportable gift of two tickets to a concert valued at $100 each, but gave the tickets to a friend because I could not attend the concert, do I have any reporting obligations?

A. Yes. Since you accepted the gift and exercised discretion and control of the use of the tickets, you must disclose the gift on Schedule D.

Q. Julia and Jared Benson, a married couple, want to give a piece of artwork to a county supervisor. Is each spouse considered a separate source for purposes of the gift limit and disclosure?

A. Yes, each spouse may make a gift valued at the gift limit during a calendar year. For example, during 2022 the gift limit was $520, so the Bensons may have given the supervisor artwork valued at no more than $1,040. The supervisor must identify Jared and Julia Benson as the sources of the gift.

Q. I am a Form 700 filer with full disclosure. Our agency holds a holiday raffle to raise funds for a local charity. I bought $10 worth of raffle tickets and won a gift basket valued at $120. The gift basket was donated by Doug Brewer, a citizen in our city. At the same event, I bought raffle tickets for, and won a quilt valued at $70. The quilt was donated by a coworker. Are these reportable gifts?

A. Because the gift basket was donated by an outside source (not an agency employee), you have received a reportable gift valued at $110 (the value of the basket less the consideration paid). The source of the gift is Doug Brewer and the agency is disclosed as the intermediary. Because the quilt was donated by an employee of your agency, it is not a reportable gift.

Q. My agency is responsible for disbursing grants. An applicant (501(c)(3) organization) met with agency employees to present its application. At this meeting, the applicant provided food and beverages. Would the food and beverages be considered gifts to the employees? These employees are designated in our agency's conflict of interest code and the applicant is a reportable source of income under the code.

A. Yes. If the value of the food and beverages consumed by any one filer, plus any other gifts received from the same source during the reporting period total $50 or more, the food and beverages would be reported using the fair market value and would be subject to the gift limit.

Q. I received free admission to an educational conference related to my official duties. Part of the conference fees included a round of golf. Is the value of the golf considered informational material?

A. No. The value of personal benefits, such as golf, attendance at a concert, or sporting event, are gifts subject to reporting and limits.

RESOLUTION NO. 8178

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, ADOPTING A REVISED LIST OF DESIGNATED POSITIONS AND DISCLOSURE CATEGORIES FOR OFFICERS AND EMPLOYEES OF THE CITY AND ITS LEGISLATIVE BODIES, PURSUANT TO GOVERNMENT CODE SECTION 87306 AND SECTION 18730 OF TITLE 2, DIVISION 6 OF THE CALIFORNIA CODE OF REGULATIONS

WHEREAS, the purpose of the conflict of interest provisions of the Political Reform Act (Gov. Code, §87300, et seq.) (the "Act") is to prevent public decisions makers from participating decisions in which they have a personal financial stake; and

WHEREAS, the Act requires public officials and employees to complete Form 700 Statements of Economic Interests, to disclose financial interests which may be impacted by their public agency decisions; and

WHEREAS, the Act specifically requires members of city councils and planning commissions, as well as city managers, city treasurers, and city attorneys to disclose specified financial interests (Gov. Code, §§87200-87210.)

WHEREAS, the many other public officials and employees not covered by these provisions are subject to the disclosure requirements set forth in local conflict of interest codes adopted by state and local governments; and

WHEREAS, the Act requires state and local government agencies to adopt and promulgate such local conflict of interest codes (Gov. Code, §87300); and

WHEREAS, the City of San Fernando (the "City") has accordingly adopted and promulgated such a local conflict of interest code; and

WHEREAS, Government Code section 87306(a) requires the City to amend its Conflict of Interest Code every two years when "change is necessitated by changed circumstances, including the creation of new positions which must be designated"; and

WHEREAS, the Fair Political Practices Commission ("FPPC"), created by the Act, established section 18730 of title 2, division 6 of the California Code of Regulations, which contains the standard conflict of interest code that can be incorporated by reference and which may be amended by the FPPC to conform to amendments in the Act, after public notice and hearings; and

WHEREAS, the terms of Section 18730 of Title 2, Division 6 of the California Code of Regulations are hereby reincorporated by reference, and such provisions, along with the additional positions and categories set forth in the attached **Exhibit "A,"** shall constitute the updated Conflict of Interest Code for the City; and

WHEREAS, this Resolution amends the City's Conflict of Interest Code in accordance with Government Code Section 87306(a) and Section 18730 of Title 2, Division 6 of the California Code of Regulations and repeals previous Resolutions adopting and amending the City's Conflict of Interest Code.

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

SECTION 1. The revised list of designated officials and employees, attached hereto as **Exhibit "A"** and concomitant amendment of the City of San Fernando Conflict of Interest Code, are hereby approved.

SECTION 2. Persons holding designated positions set forth in **Exhibit "A"** of this Resolution shall timely file Form 700 Statements of Economic Interest with the City Clerk, who shall function as the filing officer for the City and make such Form 700 Statements of Economic Interest on file in the City Clerk Department.

SECTION 3. This Resolution shall take effect immediately upon its adoption by the City Council and the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of San Fernando at its regular meeting held on this 19th day of September, 2022.

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

ATTEST:

Julia Fritz, City Clerk

RES. NO. 8178

CERTIFICATION

I, Julia Fritz, 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. 8178 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 19th day of September, 2022, by the following vote of the City Council:

AYES:	Rodriguez, Montañez, Ballin, Mendoza - 4
NAYS:	None
ABSENT:	Pacheco - 1
ABSTAINED:	None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this 21st day of September, 2022.

Julia Fritz, City Clerk

EXHIBIT A

Designated Positions	**Disclosure Categories**
I. Administrative Department	
Assistant City Attorney	1, 2, 3, 4
Deputy City Manager/Economic Development	1, 2, 3, 4
City Clerk	5, 6
Assistant to the City Manager	1, 2, 3, 4
Deputy City Clerk/Management Analyst	5, 6

Key to Disclosure Categories for Administrative Department

1. Reportable interests in real property in the jurisdiction. (Form 700, Schedule B.)

2. Reportable income. (Form 700, Schedules C, D and E.)

3. Reportable investments. (Form 700, Schedule A-1.)

4. Reportable business positions. (Form 700, Schedule C.)

5. Reportable investments and business positions in business entities that provide, that plan to provide, or that have provided within two years from the time a statement is required under this Conflict of Interest Code, materials, supplies or services to the City under the direction of the City Clerk.

6. Reportable income from persons or business entities that provide, that plan to provide, or that have provided within two years from the time a statement is required under this Conflict of Interest Code, materials, supplies or services to the City under the direction of the City Clerk.

II. Community Development Department	
Director of Community Development	1, 2, 3
Associate Planner	1, 2, 3
Community Preservation/Building Inspector	1, 2, 3
Housing Coordinator	1, 2, 3

Key to Disclosure Categories for Community Development Department

1. Reportable interests in real property in the jurisdiction. (Form 700, Schedule B.)

2. Reportable investments and business positions in business entities having an interest in real property in the jurisdiction, or that provide, plan to provide, or have provided within two years prior to the time a statement is required under this Conflict of Interest Code, materials, supplies, or services subject to the review or approval of the Community Development Department.

3. Reportable income from persons or business entities having an interest in real property in the jurisdiction, or that provide, plan to provide, or have provided within two years prior to the time a statement is required under this Conflict of Interest Code, materials, supplies or services subject to the review or approval of the Community Development Department.

III. Finance Department

Director of Finance/City Treasurer	1, 2, 3, 4
IT Systems Administrator	1, 2

Key to Disclosure Categories for Finance Department

1. Reportable investments and business positions in business entities from which the City purchases, plans to purchase, or has purchased within two years prior to the time a statement is required under this conflict of interest code, materials, supplies or services subject to the review or approval of the Finance Department.

2. Reportable income from persons or business entities from which the City purchases, plans to purchase, or has purchased within two years prior to the time a statement is required under this conflict of interest code, materials, supplies or services subject to the review or approval of the Finance Department.

3. Reportable investments and business positions in business entities doing business in the jurisdiction, planning to do business in the jurisdiction, or that have done business in the jurisdiction within two years from the time a statement is required under this Conflict of Interest Code.

4. Reportable income from persons or business entities doing business in the jurisdiction, planning to do business in the jurisdiction, or that have done business in the jurisdiction within two years from the time a statement is required under this conflict of interest code.

IV. Public Works Department

Director of Public Works	1, 2, 3, 4, 5
Public Works Operations Manager	1, 2, 3, 4, 5
Public Works Superintendent	1, 2, 3, 4, 5
Management Analyst	1, 2, 3
Water Operations Manager	1, 2, 3, 4, 5
Water Operations Superintendent	1, 2, 3, 4, 5

Key to Disclosure Categories for Public Works Department

1. Reportable interests in real property in the jurisdiction. (Form 700, Schedule B.)

2. Reportable investments and business positions in business entities having an interest in real property in the jurisdiction or that provide, plan to provide, or have provided within two years prior to the time a statement is required under this conflict of interest code, materials, supplies or services to the City subject to the review or approval of the Public Works Department.

3. Reportable income from persons or business entities having an interest in real property in the jurisdiction or that provide, or have provided within two years prior to the time a statement is required under this conflict of interest code, materials, supplies or services to the City subject to the review or approval of the Public Works Department.

4. Reportable investments and business positions in business entities that provide, plan to provide, or have provided within two years prior to the time a statement is required under this conflict of interest code, services within the jurisdiction subject to the inspection or approval of the Public Works Department.

5. Reportable income from persons or business entities that provide, plan to provide, or have provided within two years prior to the time a statement is required under this conflict of interest code, services within the jurisdiction subject to the inspection or approval of the Public Works Department.

V. Recreation & Community Services Department

Director of Recreation & Community Services	1, 2
Recreation & Community Services Supervisor	1, 2

Key to Disclosure Categories for Recreation & Community Services Department

1. Reportable investments and business positions in business entities that provide, plan to provide, or have provided within two years prior to the time a statement is required under this Conflict of Interest Code, materials, supplies or services to the City under the direction of the Recreation and Community Services Department.

2. Reportable income from persons or business entities that provide, plan to provide, or have provided within two years prior to the time a statement is required under this conflict of interest code, materials, supplies or services to the City under the direction of the Recreation and Community Services Department.

VI. Police Department

Police Chief	1, 2
Police Lieutenant	1, 2

Key to Disclosure Categories for Police Department

1. Reportable investments and business positions in business entities that provide, plan to provide, or have provided within two years prior to the time a statement is required under this Conflict of Interest Code, materials, supplies or services to the City under the direction of the Police Department.

2. Reportable income from persons or business entities that provide, plan to provide, or have provided within two years prior to the time a statement is required under this conflict of interest code, materials, supplies or services to the City under the direction of the Police Department.

VII. Consultants

Consultant	1

Key to Disclosure Categories for Consultants

1. For consultants who serve in a staff capacity with the City, the consultant shall disclose based on the disclosure categories assigned elsewhere in this code for that staff position.

   For consultants who do not serve in a staff capacity for the City, the following disclosure categories shall be used:

Persons required to disclose in this category shall disclose pursuant to categories A, B, C and D below unless the City Manager determines in writing that a particular consultant is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in categories A, B, C and D. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

A. Reportable interests in real property in the jurisdiction. (Form 700, Schedule B.)

B. Reportable income. (Form 700, Schedules C, D and E.)

C. Reportable investments. (Form 700, Schedules A-1 and A-2.)

D. Reportable business positions. (Form 700, Schedule C.)

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 2023 and shall continue in the position beyond one year until replaced by the appointing City Councilmember or until the member resigns.

Applicants must be at least 18 years old, a registered voter and reside within the City jurisdiction. It is encouraged that applicants be involved or employed in the field of 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 Tuesday
Starts at 6:30 p.m.

Applications will be accepted from June 26, 2023 through July 10, 2023 by 5:30 p.m. To obtain an application to apply, please contact Julia Fritz, City Clerk at (818) 898-1204 or via email at cityclerk@sfcity.org.

Dated this 26th day of June 2023
City of San Fernando, California
/s/Julia Fritz, CMC
City Clerk

cc: Kanika Kith, Deputy City Manager/Economic Development

CITY OF SAN FERNANDO		POLICY/PROCEDURE
NUMBER		SUBJECT **Code of Ethics and Conduct**
ORIGINAL ISSUE **April 4, 1997**	EFFECTIVE **April 4, 1997**	
CURRENT ISSUE	EFFECTIVE	CATEGORY **Management Policy & Procedures**
SUPERSEDES		

I. PURPOSE AND SCOPE

The purpose of this regulation is to:

A. Summarize for the first time in a single document a broad code of ethics and conduct that will apply equally to all employees, despite individual job duties and responsibilities.

B. Emphasize that each employee in city government occupies a position of public trust that demands the highest moral and ethical standard of conduct.

II. POLICY

A. No employee shall engage in any business or transaction or shall have a financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of their official duties or would tend to impair their independence or judgement or action in the performance of such duties.

B. Every employee shall immediately disclose the nature and extent of any interest, direct or indirect, which may conflict with their responsibility or duty, or which, because of their position, may influence a decision. Such disclosure shall be reported to the City Administrator via the Department Head in the form of a memorandum.

C. Any employee desiring to apply for a city-sponsored program shall inform the City Administrator via the Department Head in memorandum form. The memorandum shall be immediately forwarded to the City Attorney for review as to any potential violation of applicable conflict of interest rules.

AUTHORITY

By order of the City Administrator

Mary Strenn, City Administrator

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Mary Mendoza and Councilmembers

From: Nick Kimball, City Manager
By: Erika Ramirez, Director of Community Development

Date: January 6, 2025

Subject: Consideration to Approve a First Amendment to the Professional Services Agreement with Precision Civil Engineering, Inc for Additional On-Call Planning Services

RECOMMENDATION:

It is recommended that the City Council:

a. Approve a First Amendment to the Professional Services Agreement ("PSA") with Precision Civil Engineering, Inc ("PCE") (Attachment "A" – Contract No. 2242 (a)) to increase the annual maximum compensation from $100,000 to $200,000 for on-call planning services; and

b. Authorize the City Manager, or designee, to make non-substantive change and execute the Amendment and all related documents.

BACKGROUND:

1. On December 7, 2023, the Community Development Department issued a Request for Proposal ("RFP") for On-Call Professional Planning and Environmental Review Pursuant to the California Environmental Quality Act (CEQA) Services.

2. On April 2, 2024, the City Council approved Professional Services Agreements with seven (7) on-call professional planning consulting firms.
3. On May 7, 2024, a Notice to Proceed was issued to Precision Civil Engineering to reorganize the zoning code; amend specific sections of the zoning code and create internal policies for review and monitoring of housing projects.

4. On May 28, 2024, a Notice to Proceed was issued to Precision Civil Engineering to create and implement a mixed-use overlay and amend the San Fernando Corridor Specific Plan (SP-5) land use map to extend certain overlays.

5. On October 9, 2024, a Notice to Proceed was issued to Precision Civil Engineering to create an ADU Program to comply with AB 1332.

ANALYSIS:

The Community Development Department requires the services of consulting firms on an on-call, as needed basis to assist in specialized areas of the planning field, such as in architecture and design; mapping; evaluating, analyzing and amending municipal codes, zoning codes, development standards; developing policy documents; and recommending implementation procedures for planning and land use related to enacted state legislation. At times, temporary staff augmentation services are also needed to assist with processing planning applications to meet statutory deadlines. This type of staff augmentation is beneficial as it allows the City to quickly scale services up and down based on the level of development activity in the City, which can vary widely.

The City Council's approval on April 2, 2024, authorized staff to utilize the prequalified list of firms to obtain specific project proposals when in need and within the department's annual budget. The process in which a firm is selected begins with the Community Development Department issuing a "Call for Service" to all firms in the needed category of service. Then proposals received are reviewed for the firm's approach, availability, experience, cost and proposed timeline. A firm is selected and a "Task Order" is created that includes a description of service and any other pertinent details such as terms, timeline, budget, location, etc. Once all necessary details are confirmed, a "Notice to Proceed" is issue to the selected firm to begin the work.

Each of the seven firms responded to the Call for Service issued on March 14, 2024, which requested services related to reorganizing the zoning code, amending specific sections of the zoning code, creating internal policies for review and monitoring of housing projects, creating and implementing a mixed-use overlay, amending the San Fernando Corridor Specific Plan (SP-5) land use map to extend certain overlays, updating the ADU section of the zoning code, creating an ADU program to comply with AB 1332, creating objective design standards and landscaping standards; however, not all proposed on each of the listed projects in the Call for Service. Precision Civil Engineering (PCE) was selected to complete the following tasks based on cost, proposed timeline, and experience.

Under the first project, PCE is providing professional consulting services to:

- Amend the zoning code to add a Mixed-Use Overlay zone;
- Amend the zoning map to implement the Mixed-Use Overlay; and
- Amend SP-5's Land Use and District Map to extend certain overlays.

Under the second project, PCE is providing professional services to:

- Amend the Zoning Code to reorganize the code and update several sections; and

- Draft policies and protocols to ensure compliance with various state laws pertaining to project review and monitoring of housing developments (Senate Bill (SB) 330, SB 35 & No Net Loss).

Under the third project, PCE is providing professional services to:

- Update the Accessory Dwelling Unit (ADU) section of the zoning code and create an ADU Program.

Staff has engaged PCE to complete the various Housing Element compliance related work plans items with statutory deadlines. Utilizing consultants allows for the timely completion of complex time sensitive planning tasks as needed. The Community Development Department has sufficient funding for the projects identified above. Council's action will allow for only the increase in contract authority.

BUDGET IMPACT:

Projects initiated in Fiscal Year 2023-2024 are allowed to be carried over and re-budgeted in the Fiscal Year 2024-2025 Budget pursuant the Adopted Budget Resolution (Attachment "B") and the City's Budget Policy (Attachment "C"). In turn, sufficient funding is included in the Community Development Department budget to fund this increased contract authority.

CONCLUSION:

It is recommended that the City Council approve a First Amendment to the Professional Services Agreement ("PSA") with PCE (Attachment "A" – Contract No. 2242 (a)) for on-call planning services to increase the annual maximum compensation from $100,000 to $200,000.

ATTACHMENTS:

A. Contract No. 2242(a), including:
   Exhibit "A": Contract 2242
B. Resolution No. 8318 – Fiscal Year 2023-2024 Adopted Budget
C. Resolution No. 7766 – City Budget Policy

ATTACHMENT "A"
CONTRACT NO. 2242(a)

2025

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

(Engagement: On-Call Planning Services)

(Parties: Precision Civil Engineering, Inc and City of San Fernando)

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT ("First Amendment") to that certain agreement entitled "Professional Services Agreement – On-Call Planning Services", Contract No. 2242 (the "Master Agreement") by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and PRECISION CIVIL ENGINEERING, INC (hereinafter, "CONSULTANT") is made and entered into this 6th day of January, 2025. For the purposes of this First Amendment, the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably, as appropriate.

RECITALS

WHEREAS, the Master Agreement was approved by the San Fernando City Council at its Regular Meeting of April 2, 2024, under Agenda Item No. 3 and executed on April 29, 2024 (A true and correct copy of the Master Agreement is attached and incorporated hereto as Exhibit "A"); and

WHEREAS, the Parties now wish to modify the maximum compensation by increasing the not-to-exceed **TWO HUNDRED THOUSAND DOLLARS ($200,000)** during each of the five (5) fiscal years for the total term of the Agreement.

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

SECTION 1. Replacing Section 1.4. as follows:

> CONSULTANT shall perform the Services in accordance with the CONSULTANT's Proposal Cost Sheet and Rates" which is attached and incorporated hereto as **Exhibit "C"** (hereinafter, the "COMPENSATION RATE"). The foregoing notwithstanding, CONSULTANT's total compensation may not exceed the annual sum of **TWO HUNDRED THOUSAND DOLLARS ($200,000)** per fiscal year during each of the five (5) years encompassed by this Agreement (hereinafter, the "Fiscal Year Not-to-Exceed Sum"). CONSULTANT's total compensation during the extended five (5) year Term of this Agreement shall not exceed the Not-to-Exceed Sum unless such added expenditure is first approved by the City Council. In the event CONSULTANT's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of this Agreement, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of

the Not-to-Exceed Sum or any other CITY approved amendment to the compensation terms of this Agreement.

SECTION 2. Except as otherwise set forth in this First Amendment, the Master Agreement shall remain binding, controlling and in full force and effect. The provisions of this First Amendment shall be deemed a part of the Master Agreement and except as otherwise provided under this First Amendment, the Master Agreement and all provisions contained therein shall remain binding and enforceable. In recognition of the foregoing, the Parties acknowledge and agree that CONSULTANT shall continue provide the services and tasks described in the Scope of Services in accordance with the schedule of rates and charges referred to as the COMPENSATION RATE under Section 1.4 of the Master Agreement. In the event of any conflict or inconsistency between the provisions of this First Amendment and the provisions of the Master Agreement, the provisions of this First Amendment shall govern and control, but only to the extent of the conflict or inconsistency and no further.

SECTION 3. The Master Agreement as amended by way of this First Amendment, constitutes the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Amendment. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein or in the Master Agreement shall be valid or binding. No further amendment, modification or supplement to the Master Agreement as amended by way of this First Amendment shall be valid and binding unless in writing and duly executed by the Parties in the form of a written contract amendment.

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

CITY OF SAN FERNANDO:

By:_____
Nick Kimball, City Manager

Date:_____

PRECISION CIVIL ENGINEERING, INC:

By:_____

Name:_____

Title:_____

Date:_____

APPROVED AS TO FORM:

By:_____
Richard Padilla, City Attorney

Date:_____

2024

PROFESSIONAL SERVICES AGREEMENT

(Parties: Precision Civil Engineering, Inc. and City of San Fernando)

(Engagement: On-Call Planning Services)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this 29th day of April, 2024 (hereinafter, the "Effective Date") by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and PRECISION CIVIL ENGINEERING, INC. (hereinafter, "CONSULTANT"). For the purposes of this Agreement, CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably, as appropriate.

RECITALS

WHEREAS, CITY requires professional on-call planning services in specialized areas of the planning field, to provide support to the Planning Division and/or manage specific development projects; and

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

WHEREAS, the execution of this Agreement was approved by the San Fernando City Council at its Regular Meeting of April 2, 2024, under Agenda Item No. 3.

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 three (3) years, (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 two 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 Agreement, all terms, conditions, and provisions of this Agreement shall remain in effect and govern the duties, responsibilities, and liabilities of the parties hereto.

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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 Qualifications of CITY entitled "Request for Qualifications for On-Call Professional Planning and Environmental Review Pursuant to CEQA Services" (hereinafter, "CITY RFQ") and the written proposal of CONSULTANT entitled "On-Call Professional Planning and Environmental Review Pursuant to the California Environmental Quality Act (CEQA) Services" (hereinafter, the "CONSULTANT Proposal"). The CITY RFQ 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 RFQ 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

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 CONSULTANT's "Proposal Cost Sheet and Rates" which is attached and incorporated hereto as **Exhibit "C"** (hereinafter, the "COMPENSATION RATE"). The foregoing notwithstanding, CONSULTANT's total compensation may not exceed the annual sum of **ONE HUNDRED THOUSAND DOLLARS ($100,000)** during each of the five (5) fiscal years encompassed by this Agreement (hereinafter, the "Fiscal Year Not-to-Exceed Sum") for an aggregate Not-to-Exceed Sum of **FIVE HUNDRED THOUSAND DOLLARS ($500,000)** (hereinafter, the "Aggregate Not-to-Exceed Sum"). CONSULTANT's total aggregate compensation during the extended five (5) year Term of this Agreement shall not exceed the Aggregate Not-to-Exceed Sum 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. 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 Erika Ramirez, Director of Community Development Department (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 Bonique Emerson, Project Manager, 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 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.

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, income tax withholding, unemployment insurance, disability insurance, workers'

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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.

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III.
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.

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

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

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

3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands, and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is 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 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 to the extent such loss or damage is caused by the negligence or willful misconduct of the CITY.

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

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

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

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

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

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

adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then CONSULTANT's indemnification obligation shall be reduced in proportion to the established comparative liability.

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:

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 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 of 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 twenty-five (25) calendar days of CONSULTANT's issuance of a Default Notice unless the Event of Default cannot reasonably be cured within the 25-day cure period. Prior to the expiration of the 25-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 25-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.5, above, will be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.

D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT will be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY will operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.

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

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

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

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

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

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

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

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

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

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

VI.
MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data will be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, designs, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data, excluding any rights in third-party software used by CONSULTANT to create the 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:	**CITY:**
Precision Civil Engineering, Inc.	City of San Fernando
Attn: Edward D. Dunkel, Jr.	Community Development Department
1234 O Street	Attn: Director of Community Development
Fresno, CA 93721	117 Macneil Street
Phone: (559) 449-4500	San Fernando, CA 91340
	Phone: (818) 898-1217

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

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

6.6 SUBCONTRACTING: CONSULTANT will not subcontract any 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 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.

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

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

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

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

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

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

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

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

6.20 FORCE MAJEURE: The completion 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 five (5) calendar days of the commencement

of such delay notify the City Representative in writing of the causes of the delay. The In no event shall CONSULTANT be entitled to recover damages against the CITY for any delay in the performance of this Agreement, however caused, CONSULTANT's sole remedy being extension of the Agreement pursuant to this Section.

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

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

CITY OF SAN FERNANDO:

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

Date: 04/30/2024 | 12:25 PM EDT

APPROVED AS TO FORM

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

Date: 04/29/2024 | 8:41 PM PDT

PRECISION CIVIL ENGINEERING, INC.:

By: DocuSigned by: Edward D. Dunkel, Jr. 8A65B582FA77400...

Name: Edward D Dunkel, Jr.

Title: President

Date: 04/29/2024 | 5:41 PM PDT

REQUEST FOR QUALIFICATIONS

Notice is hereby given that Request for Qualifications (RFQ) will be received by the City of San Fernando, California, for furnishing the following:

ON-CALL PROFESSIONAL PLANNING AND ENVIRONMENTAL REVIEW PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) SERVICES

The City of San Fernando Community Development Department is requesting RFQs from qualified firms to provide on-call as needed professional consulting services in the fields of Planning and Environmental Review pursuant to CEQA. All selected firms will be placed on an official list of qualified consultants to be maintained by the Community Development Department for a period of five (5) years. Firms will be contracted on an on-call as needed basis. Firms may submit a proposal to provide services in either or both areas of expertise.

Three original and one electronic copy of the proposal must be submitted to the COMMUNITY DEVELOPMENT DEPARTMENT in a sealed envelope labeled "City of San Fernando RFQ- **City Planning and CEQA Services**" at CITY HALL, 117 Macneil Street, San Fernando, California, 91340, no later than **Thursday, January 11, 2024 at 5:30pm**. All RFQs received after that time will not be accepted.

A copy of the RFQ may be obtained from the City's website at SFCITY.ORG/rfps-rfqs-nibs-nois/.

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 in writing or email 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 **December 7, 2023**

REQUEST FOR QUALIFICATIONS

The Community Department is requesting proposals for:

On-Call Professional Planning and Environmental Review Pursuant to the California Environmental Quality Act (CEQA) Services

RELEASE DATE: December 7, 2023

RESPONSE DUE: January 11, 2024

GENERAL INFORMATION

The City of San Fernando's Community Development Department is seeking proposals from qualified consulting firms interested in providing on-call as needed professional consulting services in the fields of Planning and Environmental Review pursuant to CEQA for a five-year term, with potential extensions at the discretion of the City.

BACKGROUND

The City of San Fernando (City) is a general law city incorporated in 1911. The City is governed by a five-member city Council who members are elected at large and operates under a Council/City Manager form of government. It is located in the San Fernando Valley region of Los Angeles County and is approximately 2.4 square miles with a residential population of 24, 564.

The Community Development Department includes the divisions of Planning, Building & Safety, Community Preservation and Housing. The Community Development Department intends to establish an official list of pre-screened, qualified consulting firms to provide professional services with expertise in the fields of Planning and CEQA environmental review. A consulting firm may propose to provide services in one or both of the specified areas but must clearly identify which professional services are being proposed. Once the list is established if a firm is selected for a specific project, consultants are expected to work independently. The list will be valid for a five-year term with optional extensions at the City's discretion.

On-Call Planning Services

The City is seeking to contract with professional planning firms staffed with individuals who meet the qualifications, education and certificate/licensing requirements for a range of planning professionals from Planning Technician to Planning Manager. The firm's staff should include professionals who have processed ministerial applications and discretionary entitlement for residential, commercial, and mixed used projects; has experience reviewing and evaluating architecture plans, writing staff reports, resolutions, ordinances, conditions of approval, specific plans, comprehensive plans, and creating presentations and presenting in front of Planning Commission and City Council. In addition to experience in case processing and conducting plan reviews, the Community Development Department desires firms that has expertise in, but not limited to, architecture and design; GIS and mapping; evaluating, analyzing and amending municipal codes, zoning codes, development standards; developing policy documents; and recommending implementation procedures for planning and land use related enacted state legislation.

All selected firms will be placed on an official list of qualified consultants to be maintained by the Community Development Department for a period of five (5) years. Firms on the list can be

selected on an as needed basis to provide any professional planning service the Planning Division may be in need of, such as, to serve as a contract planner for a private development project, to perform staff functions or provide a professional service or product. Selection may be based on cost, timing, available staffing and/or specialized expertise related to the need. When a firm is selected for a task or project, the firm and its staff shall work as extension of City staff and under the direction of the Director or their designee. Depending on the specific work the firm is selected to perform, work may be required to be conducted on-site at City Hall or remotely according to the Division needs. The successful firms shall also have the resources to provide cost effective and timely services to the City. Additionally, the City has an option to interview the selected firm's candidate who will provide on-call planning services.

On-Call Environmental Review Services Pursuant to CEQA

The City is seeking to contract with experienced environmental consulting firms to assist in the preparation of environmental assessments under the California Environmental Quality Act (CEQA) for private or public development projects or City's planning projects or initiatives. The City is requesting proposals from environmental consulting firms with extensive experience in preparing notices of exemption, initial studies, negative declarations/mitigated negative declarations, and environmental impact reports in San Fernando and/or similar communities in California. This work requires experience and familiarity with CEQA, the National Environmental Policy Act (NEPA) and State planning and zoning laws. The selected consultants may utilize the services of specialty sub-contractors to complete the necessary analysis. Traffic and transportation sub-consultants should have significant experiences conducting VMT analysis and communicating the results.

All selected firms will be placed on an official list of qualified consultants to be maintained by the Community Development Department for a period of five (5) years. Selection may be based on cost, timing, available staffing and/or specialized expertise. If sub-consultants are necessary to complete the work, the consultant shall advise the City of the name of the firm(s) proposed to complete those studies. Sub-consultants shall have all the appropriate licenses, certifications, and registrations necessary to perform the scope of work. The consultant shall be fully responsible to the City for the performance of their sub-contractors, and of persons either directly or indirectly employed by them.

When a firm is selected for a task or project, the firm and its staff shall work as extension of City staff and under the direction of the Director or their designee. Firms on the list can be selected on an as need basis to prepare environmental documents for development projects and City planning projects, programs or initiatives in compliance with the California Environmental Quality Act (CEQA). The selected firm will prepare the CEQA document with any and all required notices such as Notices of Preparation, Availability or Determination; and perform any and all CEQA/NEP related required tasks such as filings, conducting scoping meetings, and the like. In addition, selected consultants may be required to attend and present at all public hearings, assist Staff in the preparation of the CEQA related portions of the staff reports, findings for approval and

presentations. Selected firms will be required to enter into a professional service agreement and/or a memorandum of understanding depending on the project.

The required services and performance conditions are described in the Scope of Work.

INSTRUCTIONS TO SUBMITTING FIRMS

A. Examination of Proposal Documents

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

B. Questions/Clarifications

Please direct any questions regarding this RFQ to Erika Ramirez, Director of Community Development, via e-mail at eramirez@sfcity.org. Questions must be received no later than **Tuesday, December 12, 2023 at 5:30 p.m**. All questions received prior to the deadline will be collected and responses will be emailed by **Thursday, December 14, 2023**.

C. Submission of Request for Qualifications

Three original and one electronic copy of the proposal must be submitted to the COMMUNITY DEVELOPMENT DEPARTMENT in a sealed envelope labeled "City of San Fernando RFQ- **City Planning and CEQA Services**" at CITY HALL, 117 Macneil Street, San Fernando, California, 91340, no later than **Thursday, January 11, 2024 at 5:30pm**. All RFQs received after that time will not be accepted. All proposals received after that time will not be accepted.

D. Withdrawal of Proposals

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

E. Rights of City of San Fernando

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

The City reserves the right to:

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

F. Contract Type

It is anticipated that a standard form professional services agreement contract **(Attachment A)** will be signed subsequent to City Council review and approval of the recommended firm.

G. Collusion

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

SCOPE OF SERVICE

The following section describes the specific services being requested by this Request for Qualifications. The City of San Fernando Community Development Department requires the services of professional consulting firms on an on-call as needed basis to assist the Planning Division. Therefore, the Department seeks to establish an official list of pre-screened, qualified consulting firms to provide professional planning services and an official list of pre-screened, qualified consulting firms to provide professional CEQA environmental review services. This will allow firms to be selected for required services staff is not licensed or certified to provide as part of the development review process as well as to engage professional experts to assist with City initiated projects or programs.

While the City has historically utilized vendors for these services, this RFQ is being issued in compliance with internal requirements to periodically solicit proposals and maintain an updated list of qualified vendors.

A firm may proposal to provide either of the required services or both, but must clearly indicate which services are being proposed.

Required Services:

1. On-Call Planning Services

Activities in which a firm may be contracted may include but are not limited to those listed below.

a) Staff Augmentation. A firm may be selected to temporary fill a role in or provide temporary support to the Planning Division. Expertise or experience may range depending on the current projects. Example of assignments include but are not limited to answering phone calls and emails, providing zoning and land use information to customers, processing ministerial applications and discretionary entitlements for residential, commercial, industrial, and mixed used projects, including projects with density bonus requests; reviewing and evaluating architecture plans, writing staff reports, resolutions, ordinances, conditions of approval, specific plans and creating presentations and presenting in front of Planning & Preservation Commission and City Council. This may require on-site or remote work.

b) Project Management. A firm may be selected to act as a contract planner to process a specific development project. Tasks to fill this function may include but not be limited to coordinate work with project applicant, architect, traffic and environmental consultants, or any sub-consultant(s) for the processing of the project application; review and verify all application documents utilize accurate and verifiable data in accordance with generally accepted industry standards and are in conformance with all applicable City codes and CEQA requirements; complete thorough analysis of all environmental, traffic or city requested studies and analysis is to be conducted to determine the appropriate level of CEQA review and document is complete; communicate with applicant consultants may be required to ensure properly documenting, processing and filings are completed in a timely manner; all lead agency duties; maintain records of communications and documents; prepare public notices, staff reports, resolutions, ordinances and related exhibits in conformance with City requirements for Planning & Preservation Commission and City Council hearings; present, attend, respond to project related questions at all required Planning & Preservation Commission meetings, City Council meetings or any other meetings requested by the Director or their designee; maintain clear, accurate and organized project files in accordance with City policy; attend community meetings; and communicate with other city departments and divisions in collecting comments, corrections and conditions of approval. Method and frequency of communication between the consulting project manager and the City shall be determined based on the specific development project.

c) Specialized Planning Project. A firm may be selected based on a specialized expertise in, but not limited to, architecture and design; GIS and mapping; evaluating, analyzing and amending municipal codes, zoning codes, development standards; developing policy documents; and recommending implementation procedures for planning and land use related enacted state legislation. When the City has such a need, a project description will be shared with the firm to determine cost, timeline and availability of staff to perform the desired task.

2. On-Call Environmental Review Services Pursuant to CEQA

Project CEQA Environmental Assessments. A firm on the official list may be selected to prepare an environmental assessment under the California Environmental Quality Act (CEQA). As a result of the assessment the selected firm may be required to prepare notice of exemptions, initials studies, negative declarations, mitigated negative declarations, or environmental impact reports. In addition to the environmental documents, the firm shall also prepare all notices, submit filings, conduct scoping meetings, and any other related activities. The selected from may also be required to attend City staff meetings or meetings with the applicant team and the City, assist staff in preparing staff reports, findings, approvals, presentations and attend and present at public hearings for the development project. The firm are expected to have the capacity to provide electronic copies of all documents and may be required to provide physical copies.

PROPOSED TERM OF CONTRACT

The proposed term of the contract is **five years, with options for extensions at the City's discretion.**

SCHEDULE FOR SELECTION

RFP Available:	December 7, 2023
Deadline for submittal of Questions:	December 12, 2023
Response to Questions:	December 14, 2023
Deadline for submittal of Proposal:	January 11, 2024
Interviews (if necessary):	Early February 2024
Agreement Presented to Council for Review & Approval:	March 04, 2024*

*tentative

METHOD OF SELECTION AND NOTICES

The Director of Community Development will evaluate the information provided in the submitted proposals using the following criteria as a guideline:

1. Responsiveness to and clarity of the Request for Qualifications.
2. Qualifications and knowledge of Firm and key personnel's experience most closely related to the scope of work.
3. Relevant experience within the past five years.
4. References.
5. Cost effectiveness.

STATEMENT OF QUALIFICATIONS

Prospective Firms must submit three hard copies and one electronic copies of their proposal to the Community Development Department at San Fernando City Hall located at 117 Macneil Street San Fernando CA 91340.

The Statement of Qualifications should include:

1. Cover sheet
   The proposal shall include a cover sheet that clearly identifies the professional services being proposed and who shall be the contact with their contact information pertaining to the proposal.

2. Summary

   This section shall discuss the highlights, key features, and distinguishing points of the Proposal. Specify which services are being proposed. Describe the methods by which your firm will fulfill the services requested in the Scope of Services and subsequent sections. Include detailed workflow, timelines and documentation if relevant. Since the staffing requirements may vary from project to project over the duration of the contract, describe the firm's approach, capability and flexibility to adjust to varying staff requirements as the City's needs and policies vary from one project to the next.

   Consultant shall have the ability to electronically receive, review and transmit reports, forms, and plans. Explain capability to review plans and documents electronically.

   Consultant shall have the ability to attend in person meetings and pick up/drop off documents, reports, plans from City Hall if necessary.

   Consultant is expected at a minimum to be available during City Hall hours of Monday to Thursday from 7:30am to 5:30pm and Fridays 8:00am to 5:00pm for staff or applicants to communicate electronically, by phone and if necessary, in person. Consultant is also expected to attend evening or weekend meetings, or hearings as required by project. Verify ability to fulfill availability and identify any restrictions or considerations to having consulting staff available.

   Provide a statement of the service(s) that differentiate your firm from other respondents.

3. Statement of Firm(s) Qualifications

   In order to be considered eligible and qualified under this RFQ, the firm must have a minimum of five (5) years of experience in the field of providing planning or

environmental review pursuant to CEQA services for cities of similar size to the City of San Fernando.

Include a brief description of the Firm(s), including size, location of office(s), number of years providing service, organizational structure of the responsible division, etc.

Firm must demonstrate qualifications and provide previous experience on similar or related projects in similar size cities to San Fernando. Provide a description of pertinent project experience with other public municipalities (maximum of four) that includes a summary of the work performed, the total project cost, the period over which the work was completed, and the name, title, and phone number of clients to be contacted for references. References should be located within California. Give a brief statement of the Firm's adherence to the schedule and budget for each project.

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

4. Include a *Work Plan* Section

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

5. Include a *Project Staffing* Section

In this section, discuss how the Firm would propose to staff this project. Firm's key project team members shall be identified by name, position(s) in the firm, specific responsibilities on the project and their qualifications. Any certifications held and number of years certified should be included for staff proposed to perform tasks. In addition, any municipal agencies they have worked within the past three years and their level of involvement should be noted. An organizational chart for the project team and resumes for key Firm personnel shall be included with a description of how overall supervision and quality assurance will be provided. Key Firm personnel will be an important factor considered by the Director of Community Development. **There can be**

no change of key personnel once the proposal is submitted, without prior approval of City.

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

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

In addition, include the costs for any other services that are considered optional additions.

The City may elect to interview a short list of qualified firms or interview only the top 5 rated firms for each service based upon this RFQ.

ATTACHMENT A

2023

PROFESSIONAL SERVICES AGREEMENT

(Engagement: INSERT ENGAGEMENT)

(Parties: INSERT CONSULTANT NAME and City of San Fernando)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this _____ day of _____, 2023 (hereinafter, the "Effective Date") by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and INSERT CONSULTANT NAME, A Professional Corporation, (hereinafter, "CONSULTANT"). For the purposes of this Agreement, CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably, as appropriate.

RECITALS

WHEREAS, CITY requires professional consulting services INSERT THE KIND OF SERVICES REQUIRED; and

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

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

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

I.
ENGAGEMENT TERMS

1.1 TERM: This Agreement shall have a term commencing from the Effective Date through _____ ___, 2023, (hereinafter, the "Term"). Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as provided under Article V (Termination), below.

1.2 SCOPE OF WORK:

A. Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the services and tasks described in that certain Request for Proposals of CITY entitled "INSERT TITLE OF REQUEST FOR PROPOSALS", (hereinafter, "CITY RFP") and the written proposal of CONSULTANT entitled "INSERT TITLE OF PROPOSAL" (hereinafter, the "CONSULTANT Proposal") dated INSERT DATE OF PROPOSAL. The CITY RFP and the CONSULTANT Proposal are attached and incorporated hereto as **Exhibit "A"** and **"B"** respectively. The term "Scope of

Work" shall be a collective reference to the CITY RFP and the CONSULTANT Proposal. The capitalized term "Work" shall be a collective reference to all the various services and tasks referenced in the Scope of Work. In the event of any conflict or inconsistency between the provisions of the document entitled CITY RFP and the provisions of the document entitled CONSULTANT Proposal, the requirements of the document entitled CITY RFP shall govern and control but only to the extent of the conflict or inconsistency and no further. In the event of any conflict or inconsistency between the provisions of the Scope of Work and the provisions of this Agreement to which the Scope of Work is attached, the provisions of this Agreement shall govern and control.

B. **IF NO RFP ISSUED:** Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the services and tasks described in that certain proposal of CONSULTANT entitled "INSERT TITLE OF PROPOSAL" dated INSERT DATE OF PROPOSAL (hereinafter, the "Scope of Work") which is attached and incorporated hereto as **Exhibit "A"**. CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work."

1.3 PROSECUTION OF WORK:

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

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

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

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

1.4 COMPENSATION: CONSULTANT shall perform the Work in accordance with "INSERT TITLE OF COMPENSATION DOCUMENT (hereinafter, the "COMPENSATION RATE"). The foregoing notwithstanding, CONSULTANT's total compensation for the performance of all Work contemplated under this Agreement, will not exceed the annual budgeted sum of

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INSERT WRITTEN AMOUNT ($ INSERT NUMBER) (hereinafter, the "Annual Not-to-Exceed Sum") during the Term of this Agreement, unless such added expenditure is first approved by the City Council. In the event CONSULTANT's charges are projected to exceed the Annual Not-to-Exceed Sum prior to the expiration of this Agreement, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY approved amendment to the compensation terms of this Agreement.

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

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

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

II.
PERFORMANCE OF AGREEMENT

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DocuSign Envelope ID: 4A4BE60D-5B43-489E-8DDB-BEF0691B7649

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

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

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

2.4 **STANDARD OF CARE; PERFORMANCE OF EMPLOYEES:**

CONSULTANT represents, acknowledges and agrees to the following:

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

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

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

D. CONSULTANT will comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.) CONSULTANT shall be liable for all violations of such laws and regulations in

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connection with Services. If CONSULTANT performs any work knowing it to be contrary to such laws, rules and regulations, CONSULTANT shall be solely responsible for all costs arising therefrom;

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

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

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

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

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

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written consent, any attempted assignment or transfer will be ineffective, null and void and will constitute a material breach of this Agreement.

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

2.7 **CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR:** The Work will be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and will at all times be under CONSULTANT's exclusive direction and control. CONSULTANT will pay all wages, salaries and other amounts due to such personnel and will assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT will be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

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

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

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

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

III.
INSURANCE

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

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

B. Automobile Liability Insurance: CONSULTANT will procure and maintain

SAMPLE

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

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

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

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

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

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

3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement will not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss.

SAMPLE

CONSULTANT hereby waives all rights of subrogation against CITY, its officials, officers, employees, agents and volunteers.

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

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

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

IV.
INDEMNIFICATION

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

SAMPLE

recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the CITY, its officials, officers, employees, agents or volunteers.

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

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

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

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

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

SAMPLE

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

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

4.9 **WORK OF ALL OTHER PERSONS/NON-DESIGN PROFESSIONALS:** Except as otherwise provided under Section 4.2 of this Article, above, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature to the extent caused by CONSULTANT's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, contractors, subcontractors or subconsultants or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnity, defend or hold harmless for liability, loss, suit, damage, expense, or cost caused by the negligence or willful misconduct of any or all of the CITY Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this subsection is intended to encompass liabilities, losses, damages, expense and costs not otherwise subject to subsection 4.2, above.

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

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

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

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

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

V.
TERMINATION

SAMPLE

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

5.2 **EVENTS OF DEFAULT; BREACH OF AGREEMENT:**

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

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

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

SAMPLE

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

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

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

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

D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to

SAMPLE

suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT will be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY will operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.

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

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

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

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

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

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

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

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

5.3 **SCOPE OF WAIVER:** No waiver of any default or breach under this Agreement will constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this

SAMPLE

Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.

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

VI.
MISCELLANEOUS PROVISIONS

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

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

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

SAMPLE

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:
INSERT CONSULTANT NAME
INSERT ADDRESS
Attn: INSERT CONTACT NAME
Phone: INSERT PHONE NUMBER

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

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

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

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

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

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

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

SAMPLE

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

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

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

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

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

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

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

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

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

6.19 **ENTIRE AGREEMENT:** This Agreement, including all attached exhibits, constitutes the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral

SAMPLE

or written, which may have been entered into between CITY and CONSULTANT prior to the execution of this Agreement. Any statements, representations, or other agreements, whether oral or written, made by either Party that is not embodied herein will not be valid or binding on the Parties. No amendment, modification or supplement to this Agreement will be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.

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

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

SIGNATURES ON NEXT PAGE

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

CITY OF SAN FERNANDO

By: _____
Nick Kimball, City Manager

Date: _____

APPROVED AS TO FORM

By: _____
Richard Padilla, Assistant City Attorney

Date: _____

CONSULTANT NAME:

By: _____

Name: _____

Title: _____

Date: _____

SAMPLE

EXHIBIT "A"
CITY REQUEST FOR PROPOSAL

SAMPLE

EXHIBIT "B"
CONSULTANT PROPOSAL

SAMPLE

REQUEST FOR QUALIFICATIONS

ON-CALL PROFESSIONAL PLANNING AND ENVIRONMENTAL REVIEW PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) SERVICES



Source: google images

CITY OF SAN FERNANDO

JANUARY 11, 2024

PRECISION CIVIL ENGINEERING, INC

(559) 449-4500 | edunkel@precisioneng.net | 1234 O Street, Fresno, CA

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CONTRACT NO. 2242(a)
EXHIBIT "A"

JANUARY 11, 2024

CITY OF SAN FERNANDO, COMMUNITY DEVELOPMENT DEPARTMENT
ATTN: ERIKA RAMIREZ, COMMUNITY DEVELOPMENT DIRECTOR
ERAMIREZ@SFCITY.ORG
117 MACNEIL STREET
SAN FERNANDO, CA 91340

1234 O STREET
FRESNO, CA , 93721
P. (559) 449-4500
F. (559) 449-4515

Dear Erika Ramirez:

Precision Civil Engineering, Inc. (PCE) is pleased to submit our qualifications to the City of San Fernando in response to the Request for Qualifications (RFQ) for On-Call Professional Planning and Environmental Review Services pursuant to CEQA. PCE is interested in being retained as on-call planning staff to support City staff with current planning services such as entitlement processing, reviewing plans, drafting staff reports, resolutions, ordinances, conditions of approval, conducting technical analysis reports, amending codes and standards, as well as providing long-range planning services such as drafting specific plans, comprehensive plans, conducting public outreach, and developing policy documents and procedures and CEQA/NEPA review and preparation. PCE is also interested in being retained as an environmental review consultant to provide CEQA/NEPA management, review, and processing.

PCE is a California corporation and a state-certified small business headquartered in Fresno, with additional offices in Merced and Visalia, California. PCE has been serving private and public sector clients for over 20 years. We offer a full range of development consulting services including Environmental and Land Use Planning, Civil Engineering, Land Surveying, Landscape Architecture, and Construction Management. A summary of our firm and services is detailed in this SOQ. Our team's collective experience and specializations in development project review, environmental review (CEQA/NEPA), housing element implementation, ordinance amendments, public outreach, mapping/GIS, and knowledge of applicable laws and requirements within these areas make us the ideal team to serve the City of San Fernando. Our team brings:

Recent Similar Project Experience | PCE's Project Team has extensive experience working with public sector clients, including environmental planning and on-call planning services for City of Atwater, City of Clovis, City of Hanford, City of Kerman, City of Lemoore, and the City of Yreka.

Management and Coordination | PCE's key to successful project management is responding to client's requests and smooth communication to ensure that projects are prioritized and delivered as needed.

Strong Project Team | PCE's Project Team is composed of individuals who bring experience on similar projects throughout California. PCE's Vice President of Planning and Senior Project Manager, Bonique Emerson, *MAUP, AICP* will serve as the Project Manager and lead contact for communications. In addition, our assembled team for this project consists of our Planning Division, including Kelsey George, Senior Planner, *AICP*, Jenna Chilingerian, *MCRP, AICP*, Senior Planner, Shin Tu, *MUP*, *AICP,* Associate Planner, Tom Navarro, Senior Planner, and Collin Mullaney, *LEED GA*, Assistant Planner. Our team has the availability and time to dedicate the personnel and resources necessary to provide on-call planning and environmental services.

I, Edward D. Dunkel, whose business address is 1234 O Street, Fresno CA, 93721 and phone number is (559) 449-4500, as President and CEO of Precision Civil Engineering, have the authority to negotiate and enter into contracts on behalf of the company.

On behalf of the PCE team, I would like to thank you for considering our firm to provide these services. We greatly look forward to the opportunity to work together.

Edward D. Dunkel, Jr.
President & CEO, Precision Civil Engineering

Project Manager (Main Contact):
Bonique Emerson, MAUP, AICP
VP of Planning Division (Project Manager)
1234 O Street, Fresno Ca 93721
bemerson@precisioneng.net
(559) 449-4500

2. SUMMARY

STATEMENT OF UNDERSTANDING

PCE understands that the City of San Fernando is seeking an on-call planning and environmental services consultant to serve as a coordinator, providing the range of expertise necessary to carry out the functions of project review and CEQA/NEPA, under the direction of the City's Planning Manager or Deputy City Manager. PCE understands that the City seeks a consultant prepared to effectively address the following.

- Provide assistance with processing ministerial applications and discretionary entitlements, review and evaluating architecture plans, write staff reports, resolutions, ordinances, conditions of approval, specific plans, comprehensive plans, and create presentations and present in front of Planning Commission and City Council.
- Provide knowledge of architecture and design; GIS and mapping; evaluating, analyzing and amending municipal codes, zoning codes, development standards; developing policy documents; and recommending implementation procedures for planning and land use related enacted state legislation.
- Assist in the preparation of environmental assessments under the California Environmental Quality Act (CEQA) Including preparing notices of exemption, initial studies, negative declarations/mitigated negative declarations, and environmental impact reports

PCE's Planning Division has many years of experience providing these services in the public and private sectors and as a result, we are prepared to accomplish these objectives.

CAPABILITY TO PERFORM SERVICES

We are uniquely qualified to serve the City of San Fernando based on our experience working on planning projects in both the private and public sectors in both large and small communities throughout California. Our staff understands the dynamics of local government planning and responds quickly to needs. We also have the staff capacity to serve the City's needs. Our firm's approach to addressing varying staff requirements in alignment with the City's evolving needs and policies is characterized by a combination of strategic planning, dynamic capability, and a flexible organizational structure.

PCE is both capable of electronically receiving, reviewing and transmitting reports, forms, and plans, as well as attending in person meetings and picking up/dropping off documents, reports, plans from City Hall as necessary. PCE staff will be available as-needed during City Hall hours of Monday to Thursday from 7:30am to 5:30pm and Fridays 8:00am to 5:00pm for staff or applicants to communicate electronically, by phone and if necessary, in person. Due to distance, PCE hopes to limit in-person availability to twice a month.

WHAT SETS US APART

What makes us different than other firms is that most of our staff has experience working in both the private and public sectors, which makes us aware of the issues and constraints of working in the public sector, but also of the timelines, budgets and needs of the private sector. We also have a staff person that has managed a Planning Division for a large City and thus we understand all of the complexity of municipal planning. We have a strong understanding of the planning process including how to implement complex development codes and general plans at the project level. Our experience working directly on entitlements and supervising the process puts us a step ahead of most firms.

PCE'S PROJECT MANAGEMENT

We believe our approach to project management also sets us apart. Project Management is a central and critical component of PCE's approach to completing the project on time and within budget. Our approach to projects is grounded in principles of **flexibility**, **transparency**, and **accountability**. We operate from a structured yet flexible framework wherein our team builds a work program that incorporates the needs of the city and stakeholders while subsequently allowing for quick adjustments and adaptability when needed. PCE's Project Manager, Mrs. Emerson will work closely with the City's Project Manager. PCE's approach, tools, and procedures for successful project management are outlined as follows. To ensure that projects will continue to move forward in an efficient and timely manner, for each individual project, PCE will:

- Host Kick-Off Meeting with the City team and consultants (if any).
- Establish File Setup, Communications, and Management Systems (e.g. teleconference or web-based meeting applications, Drop Box, One Drive, etc.).
- Update Work Program and Schedule as needed.
- Establish a re-occurring meeting schedule (e.g. bi-weekly, monthly).
- Provide monthly progress/status reports and invoices.

PROJECT MANAGEMENT TOOLS

- Consistent email subject lines.
- Standardized document formats, templates, and style guides.
- Agendas and minutes as needed.

PROJECT MANAGEMENT APPROACH

Understanding unique scope. PCE understands that individual projects need to include different approaches, processes, and technical studies. Though PCE has extensive experience in our provided services, we understand the importance to include the City's and specific site conditions to plan for a tailored and feasible work scope to ensure that each project is carried out as needed. PCE will provide the City with an Approach Memo summarizing our approach and understanding and have discussions to ensure that the direction we take is based on City input and direction informed by PCE's research and recommendations.

Establishing effective communication throughout the project. PCE believes that one of the most critical issues for a project is effective communication with clients. PCE will establish regular working meetings with the City for progress updates, detailed responsibility breakdowns, and discussion on possible concerns. PCE will also communicate with State and other entities to ensure there is a unified understanding among all parties.

Ensure quality and ability to meet deadlines. PCE established a vigorous and extensive quality control program that is structured to ensure project timelines and budgets are met, as follows:

- Documents, notices, and maps are reviewed to ensure that they are neat in appearance, well organized, and technically and grammatically correct prior to submission.
- Public/City comments are reviewed prior to revisions being made and fully addressed.
- A Senior Planner level or higher will review documents before sending to the city for review.

3. STATEMENT OF FIRM QUALIFICATIONS

PRECISION CIVIL ENGINEERING, INC.

Started in 2002, **Precision Civil Engineering, Inc. (PCE)** is an established, full-service firm with experience providing comprehensive and sustainable solutions for a wide range of complex projects throughout California. Our roots are firmly established by fifth-generation California resident, company CEO & President, Ed Dunkel, Jr. whose family has provided engineering services throughout the state for more than 57 years. Today, our firm employs over 50 full-time staff members with offices in Fresno, Merced, and Visalia. Our divisions include:

Civil Engineering

Land Surveying

Construction Management

Project Management

Landscape Architecture

Planning

Environmental Services

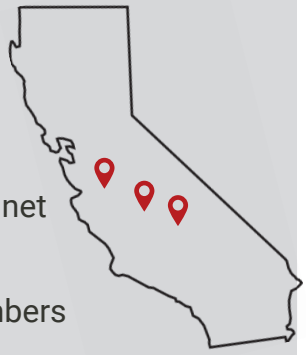
Traffic Engineering

ABOUT PCE

Firm Representative
Edward Dunkel, Jr. CEO & President
p. (559) 449-4500 f. (559) 449-4515
e. edunkel@precisioneng.net

Firm Legal Identity
PCE is a California corporation and a state-certified small business located in Fresno, CA that has been in business for 20 years.

Office Locations
1234 O Street, Fresno, CA 93721
2807A G Street, Merced, CA 95340
3000 W. Main Street ,Visalia, CA 93291



Website
www.precisioneng.net

Firm Size
50 Total Staff Members

Who We Are | PCE is a California corporation and is organized by divisions which are each headed by licensed division managers, with daily operations overseen by the company president, Mr. Edward Dunkel, Jr. PCE approaches every project with the philosophy that we are more than just an engineering firm; we are your advocate, every step of the way.

From a project's inception to completion, PCE remains attentive to our client's needs and responds immediately to calls for service. Schedules are developed then monitored weekly by managers and supervisors. Preparation of our technical studies are modeled to minimize cost without compromising competent solutions or legally required technical analysis. To ensure quality control, reports are subjected to a comprehensive in-house review process.

> ***"WE ARE DEDICATED TO USING CUTTING EDGE, STATE-OF-THE-ART TECHNOLOGY IN ORDER TO PROVIDE INNOVATIVE AND AFFORDABLE SOLUTIONS FOR OUR CLIENTS."***

SPECIALIZATIONS AND SERVICES WE PROVIDE

CURRENT PLANNING SERVICES | PCE staff has experience processing various types of planning entitlement applications from zone clearances to plan amendments and tract maps for large-scale development projects. We have a strong understanding of the planning process including understanding how to implement complex development codes and general plans at the project level. We will follow the protocols outlined by your governing agency to make sure projects are processed consistently and accurately. However, if there is no established procedure for a project type or process, we have the experience and expertise to be able to write up a procedure. We can see a project through completion, including presenting at Planning Commission and City Council if needed. Our experience working directly on entitlements and supervising the process puts us a step ahead of most firms. Our services include:

- Site Plan Reviews
- Tentative Tract Maps and Subdivisions
- Variance applications
- Staff Reports, Resolutions, and Ordinances
- Conditional Use Permits
- Ordinances and Resolutions
- Plan Amendments
- Municipal Service Review (MSR)
- Rezone applications
- Area Plan and Specific Plans
- Annexations and Pre-Zones
- ADU Ordinances and Pre-approved Programs
- Zoning Text Amendments
- Housing Element Implementation
- Building Permit Review

HOUSING ELEMENT IMPLEMENTATION EXPERIENCE | PCE is equipped to assist the City in developing and implementing different housing programs and policies, including affordable housing projects. We have prepared several ADU programs throughout the state to address the housing crisis and encourage the development of secondary dwelling units. PCE is well-versed in state legislation on housing, including SB2, SB9, SB10, and SB330.

Since 2020, PCE has worked with seven (7) local agencies to implement ADU and multi-family Programs including the City of Oakley, City of Clayton, City of Kerman, Fresno Council of Governments, City of Arvin, City of San Clemente, and City of Salinas. Some of these projects have included the preparation of pre-approved plans and visual guides to encourage the development of ADUs. PCE is currently providing ADU Technical Assistance through the Fresno COG LEAP funds for Kings County, City of Lodi, Madera County, Merced County, City of Parlier, City of Selma, City of Stockton, and City of Wasco. For the Cities of Arvin, Salinas, and San Clemente, our work was related to Housing Element Implementation has included the rezoning of multiple sites and the preparation of several CEQA documents related to these rezone applications. PCE is also amending the Municipal Code in the cities of San Clemente and Arvin to streamline the review of multi-family projects. In 2023, PCE prepared the 6th Cycle Housing Element Update for the City of Chowchilla.
Examples of types of assistance PCE can provide include the following:

- Accessory Dwelling Unit Programs
- Triplex/Duplex Pre-Approved Programs
- Multifamily streamlining and facilitation programs
- Text amendments increasing or eliminating density caps
- Text Amendments to create streamlined review process
- Creation of Object Design Guidelines
- Creation of public facing, graphic-rich guide documents
- Creation of design surveys to solicit input for the public
- Housing Elements



CEQA/NEPA ENVIRONMENTAL ASSESSMENTS AND TECHNICAL STUDIES / PCE prepares environmental documents for development and public improvement projects in accordance with the California Environmental Quality Act (CEQA) and the National Environmental Protection Act (NEPA). We have extensive knowledge of the potential legal and technical challenges that could arise in the environmental planning process. Our services and areas of expertise include:

- Initial Study/ Mitigated Negative Declaration Preparation
- Coordination of the CEQA process
- Coordination of the NEPA process
- Preparation of required technical studies
- Review and Analysis of technical studies
- Mitigation Monitoring/Compliance Verification
- Consultation on type of analysis required and preliminary environmental review
- Third-party review of environmental documents prepared by others
- Tribal Consultation

TRAINING / PCE staff can provide a variety of training for city staff, City Council, and Planning Commission. We have successfully implemented numerous ordinance and text amendments, which required staff training on implementation of said amendments to the members responsible for seeing them through. Additionally, in creating accessory dwelling unit (ADU) programs from scratch in several cities, PCE has prepared workshops for commissioners and councilmembers to ensure all city staff is trained on the new policies and provide the necessary instruction to implement a successful policy. The PCE team regularly presents at conferences and webinars to share best practices and lessons learned from working on different types of projects in cities throughout the state. In addition, our staff regularly attends trainings to remain current on the everchanging policies including housing and environmental issues to better serve the cities requesting services. Our services and areas of expertise include:

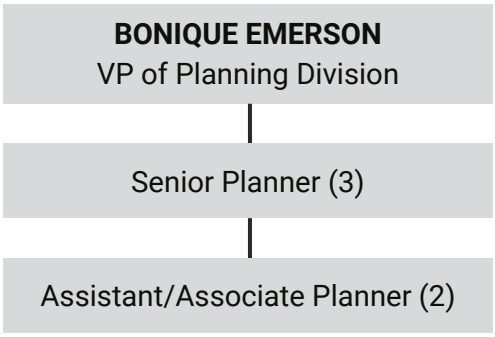
- Policy/plan implementation training
- Workshopping with city leaders, stakeholders, and community members
- Providing tools and instruction to any interested party to better understand the planning process
- Establishing easy-to-follow guidebooks as reference documents

LONG-RANGE PLANNING SERVICES / PCE staff offers long-range planning services for the development of plans, policies, and programs to meet the long-term visions of local agencies and jurisdictions. We understand the importance of long-range planning in guiding the physical design and development of a community, whether it be transportation corridors, a downtown district, trail system, park and open space, or the at-large community. Our services and area of expertise include:

- Site/land use visualization and development suitability/feasibility assessments
- Area Plans and Specific Plan
- Mapping, GIS, and spatial analysis
- Environmental Justice Element development
- General Plan adoption and support
- Urban design and public space planning
- Neighborhood/sub-area/corridor planning
- Economic/financial analysis (infrastructure)
- Zoning Codes (new and amendments)
- Graphic design, data visualization, document layout

ORGINIZATIONAL STRUCTURE - PLANNING DIVISION

PCE's Planning Division provides planning and environmental review services as listed in the RFQ. The Division (i.e., Project Team) includes six (6) staff. The diagram to the right shows the organizational structure of the Division. Section 5 of this SOQ further identifies the roles and assigned responsibilities of each team member. The VP of Planning Division and three (3) senior planners all have a minimum of five (5) years of experience in the field of planning and/or CEQA environmental review.



PREVIOUS EXPERIENCE OF SIMILAR PROJECTS

The following provides descriptions and references of past projects in the last three (3) years that PCE's Planning Division worked on. We are uniquely qualified to serve the City of San Fernando based on our experience working on planning projects in both the private and public sectors in both large and small communities throughout California. Our staff understands the dynamics of local government planning and responds quickly to needs.

City of Kerman On-Call Planning Support Staff (2021-Present)

PCE provides on-call Planning staff support services to the City of Kerman Community Development Department on an as-needed basis. Completed projects include:

- Application Processing and Review for Conditional Use Permits and Site Plan Review applications including the preparation of the staff reports, resolutions, and conditions of approval.
- Management of the City's ADU Program which includes the preparation of pre-approved ADU plans and a how-to-guide for homeowners. (see next page for detailed information)

Current, on-going projects include:

- Management of the City's Mixed-Use Conceptual Design Program which includes the preparation of mixed-use conceptual designs and design guidelines.
- Management of the City's Multi-Family Conceptual Design Program which includes the preparation of multi-family conceptual designs and design guidelines.
- Management of several large-scale development projects

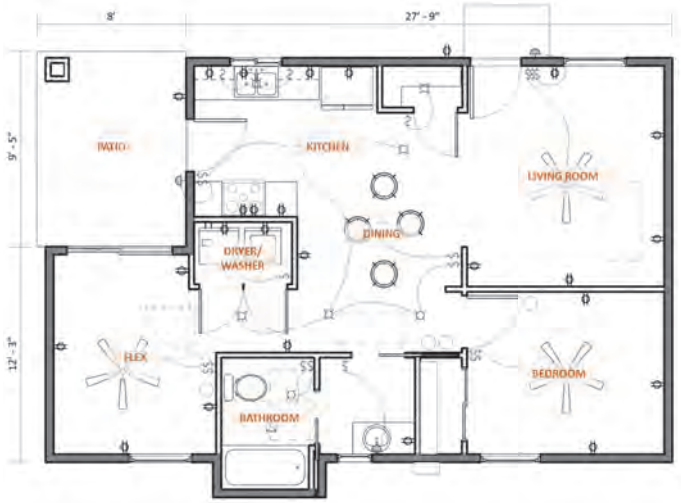
Total Project Cost: Various On-Call Sub-Projects totally over $200,000
Cost and Time Control: All projects/tasks are currently on time and within budget.
Reference: Jesus R. Orozco, Community Development Department Director | jorozco@cityofkerman.org | (559) 846-9386.

2023 SAN JOAQUIN VALLEY BLUEPRINT AWARD

CITY OF KERMAN ADU PROGRAM (2021)

The City of Kerman ADU Program is designed for Kerman residents and property owners to utilize as they navigate the process to build an ADU, with the intent to streamline the ADU permit process and reduce design costs.

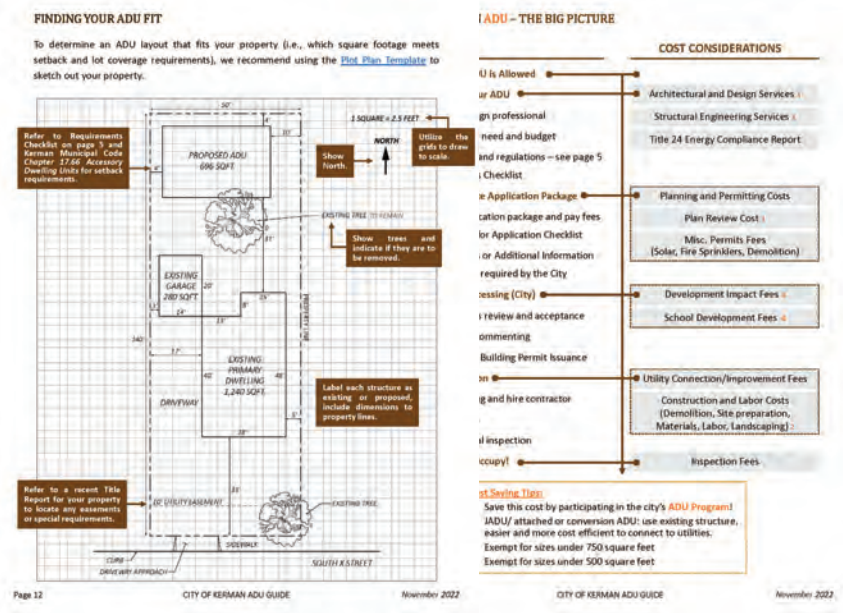
PRE-APPROVED ADU PLANS



3 sets of code-compliant, pre-approved detached ADU standard plans available at no-cost for use by residents and property owners for the permitting and construction of ADUs in the city of Kerman. The Pre-Approved ADU Plans are available in three sizes and layouts including a 386 square foot studio/1 bathroom, 498 square foot 1 bedroom/1 bathroom, and 748 square foot 1 bedroom with flex space/1 bathroom, each available in three varying architectural styles including California Ranch, Spanish/Mediterranean, and Cottage. The pre-approved plans ultimately help interested residents and property owners avoid design costs and reduce the overall time it takes to submit and receive building permit approval.

HOW-TO GUIDE

The City of Kerman ADU Program also consists of a detailed, how-to guide with step-by-step instructions for building an ADU in the city of Kerman. The 20-page How-to Guide introduces residents and property owners to ADU basics and walks them through ADU requirements, designing an ADU, and preparing and submitting an ADU application. ADU concepts and requirements are illustrated with graphics, icons, and checklists for ease of use and understanding. The How-to Guide also provides an overview of the available Pre-Approved ADU Plans, answers frequently asked questions, and offers references and further reading for additional assistance and information.



ADU BUILDING PERMIT APPLICATION

The ADU building permit application specifies submittal requirements that are unique to ADUs, provides general information about ADUs, introduces the pre-approved ADU program, and describes the permit processing procedure. The submittal requirements checklist contained in the application describes each requirement in detail. This takes the guesswork out of the application process for residents and property owners and ensures that current and future City staff are consistent in implementing the City's process and procedure for permitting ADUs.

Reference: *Jesus R. Orozco, Community Development Department Director | jorozco@cityofkerman.org | (559) 846-9386*
Project Team*: Bonique Emerson, Jenna Chilingerian, Shin Tu, Thom Black*

City of Yreka On-Call Planning and Environmental Consulting Services (2022-Present)
PCE provides on-call planning staff support services to the City of Yreka Planning Department on an as-needed basis. Current, on-going projects include:

- Preparation and submittal of California Department of Fish and Wildlife Lake and Streambed Alteration Program Routine Maintenance Agreement
- Assisting with a comprehensive zoning code update to facilitate two new housing programs
- Assisting with general department work on an as-need basis which includes processing entitlements as well as staff training and environmental services.

Total Project Cost: Various Sub-Projects totaling over $300,000
Cost and Time Control: All projects/tasks are currently on time and within budget.
Reference: Juliana Lucchesi, Planning Director | jlucchesi@ci.yreka.ca.us | (530) 841-2324

City of Atwater On-Call Engineering & Environmental Planning Services (2020 - Present)
PCE has an on-call contract with the City of Atwater for Project Management, Land Surveying, Civil Engineering, and Environmental Planning Services for publicly funded improvement projects. PCE performed research, Consultation, and Preparation of CEQA documents ranging from Categorical Exemptions to Initial Studies including public noticing documents, as well as processing and review of Conditional Use Permit Applications, including preparation of staff reports Recent environmental planning projects include:

- Preparation of Initial Study/Mitigated Negative Declaration (IS/MND) for Atwater Family Affordable Housing Project, including technical analyses, public noticing, and State Clearinghouse documents.
- Peer Review of IS/MND for the City of Atwater 1,2,3-TCP Mitigation Project.
- Preparation of IS/MND for the Bert Crane Solar Facility Project, including technical analyses, public noticing, and State Clearinghouse documents.
- Preparation of Categorical Exemption (CatEx) for Railroad Avenue Business Park - Cost $5,500
- Preparation of CatEx for Redwood Mixed Use Project.
- Preparation of CatEx for Atwater Cannabis Dispensary, Distribution, and Cultivation Project.
- Preparation of Categorical Exemption for Atwater Warehouse Facility.

At the end of 2023, PCE has another on-call contract for on-call planning services for the City of Atwater. Projects and services that PCE has/is providing under this contract include:

- In-person staff a minimum 8 hours per week (ongoing) - Cost: $80,000
- Preparation of CatEx for a 83-unit hotel (completed) - Cost: $6,000
- Preparation of IS/MND for a 25-unit apartment complex, including technical analyses, public noticing, and State Clearinghouse documents (ongoing) - Cost: $10,500

Total Project Cost: There is no not-to-exceed cost established. Costs for each task are contracted separately, see the costs listed above for each service.
Cost and Time Control: All projects/tasks are currently on time and within budget.
Reference: Greg Thompson, Community Development Director | gthompson@atwater.gov | 209-357-6370

City of Hanford On-Call Planning Support Staff (2021-2022)

PCE provided on-call Planning staff support services to the City of Hanford Community Development Department on an as-needed basis. Completed projects include:

- Preparation of CEQA Documents for three (3) General Plan Amendment/Rezone projects, including technical analyses, public noticing, and State Clearinghouse documents.
- Application Processing and Review for three (3) General Plan Amendment/Rezone projects through Public Hearing and Adoption, including preparation of staff reports, presentations, resolutions, and public noticing documents.
- Application Processing and Review for two (2) Roadway Abandonments through Public Hearing and Adoption, including preparation of staff reports, presentations, resolutions, and public noticing documents.
- Weekly processing of Plan Checks for single-family, accessory structures, and pools.

Total Project Cost: $40,000
Cost and Time Control: All projects/tasks are currently on time and within budget.
Reference: Mary Beatie, Interim Community Development Department Director | mbeatie@cityofhanfordca.com | 559-585-2500

LAWSUITS

Precision Civil Engineering has not been involved in any lawsuits or legal proceedings within the past five (5) years as of January 11, 2024. We affirm that there are no ongoing legal disputes, litigation, or claims against our firm currently.

4. WORK PLAN

GENERAL SCOPE OF WORK AND DELIVERABLES

This section describes the general tasks and deliverables that would be provided for on-call planning services and environmental review projects. PCE will provide a strong emphasis on the management of multiple projects and competing priorities while maintaining quality, meeting schedules, and staying within budget.

SCOPE OF SERVICES - CURRENT PLANNING SERVICES

ACTIVITY A. STAFF AUGMENTATION

PCE understands that the City of San Fernando is seeking assistance from qualified Planning firms to provide staff augmentation/temporary support to the City's Planning Division in order to provide timely responses to planning inquiries and application submittals. PCE also understands that the City desires a firm with a range of expertise and experience because experience level is dependent on project type and project types will vary. PCE also understands that staff augmentation services will include answering phone calls and emails, providing zoning and land use information to customers, and processing various types of planning applications (both ministerial and discretionary) We understand that processing applications will include preparing all necessary documentation for such applications and being available to present at public hearings.

PCE has staff ranging from entry-level to Senior Planners. PCE's Division Manager has experience managing a Current Planning Division in a city of over half a million and thus has the experience needed to delegate and respond to emails and inquiries as needed.

ACTIVITY A-1. APPROACH TO GENERAL INQUIRIES

Our approach to responding to general inquiries is to have either our Division Manager or most Senior Planner review the inquiry and delegate or respond to the inquiry, depending on the level of expertise needed. PCE will swiftly respond to phone calls and emails.

Timeline: PCE will respond to simple inquiries within 24 hours (excluding weekends) of receiving call or email. For more complex inquiries, PCE will provide an initial response within 24 hours indicating that the inquiry has been received and that a response will be provided within 5 business days.

ACTIVITY A-2. APPROACH TO PROCESSING PLANNING/DEVELOPMENT APPLICATIONS

PCE staff has experience processing various types of planning entitlement applications from zone clearances to plan amendments and tract maps for large-scale development projects. PCE has a strong understanding of the planning process including understanding how to implement complex development codes and general plans at the project level. PCE will follow the protocols outlined by the agency to make sure projects are processed consistently and accurately. Our experience working directly on entitlements and supervising the process puts us a step ahead of most firms.

PCE's approach to processing planning applications is grounded in our perspective that project management is ultimately about managing expectations through project mobilization, delivery, and closeout, always keeping the end user(s) in mind. With that in mind, every project will be approached as follows:

- **Task 1. Reconnaissance/Background Research:** PCE will review the City's planning application submittal requirements and development review processes in addition to the zoning code, land use plans, and other relevant regulations.
- **Task 2. Coordination Meeting:** PCE will facilitate a coordination meeting with City staff to ensure that we have a clear understanding of the City's processes and procedures for reviewing and managing development applications and ensure we are utilizing all standard and current forms and documents when processing applications. The end goal is to make sure work products are consistent with those produced internally.
- **Task 3. Project Review:** After having a clear understanding of the process, when PCE is assigned an individual development project, we will devise a simple implementation strategy that includes a project understanding, key dates, and deliverables.

PCE will complete the following tasks on each individual project. Our timelines will be dependent on the individual project but will range from 3-16 weeks :

- Task 3a: Outline Project Requirements (i.e., deliverables, key deadlines, budget, etc.).
- Task 3b: Assess the capability (e.g. skill levels, experience) and capacity (e.g. resources) of the PCE project team. PCE will assign project accordingly.
- Task 3c: Confirm deliverables and key dates with City.
- Task 3d: Route Project and Coordinate Project comments from other departments and agencies.
- Task 3e: Review Project in accordance with City standards (design review, site plan review, zoning ordinance compliance, general plan compliance, etc.). Conduct site visit if needed.
- Task 3f: Coordinate CEQA document and required technical studies with consultant or prepare the document in-house.
- Task 3g: Revise documents as needed based on staff review and input.
- Task 3h: Assist staff at public hearing, as needed.

ACTIVITY B. PROJECT MANAGEMENT

PCE understands that the City of San Fernando is seeking assistance from qualified Planning firms to act as contract planners to process and manage specific development projects. Our approach to managing and processing Development/Planning Applications is described in Activity A-2 above. PCE understands all aspects of processing and managing development projects, having processed hundreds of development applications, and understands that as part of processing these applications, we may also be required to manage the whole project from start to finish. We understand that managing these projects would include the following tasks:

- Coordinating work with project applicant, architect, traffic and environmental consultants, or any sub-consultants;
- Conducting Completeness Review: Reviewing and verifying all application documents and ensuring information is accurate and prepared in accordance with generally accepted industry standards;
- Review proposed project to verify conformance with all applicable City codes, the general plan, and CEQA requirements;
- Complete a thorough analysis of all environmental, traffic or city requested studies and analysis to determine the appropriate level of CEQA review and document is complete;
- Communicate with applicant's consultants to ensure all documents and filings are completed in a timely manner;

- Perform all lead agency duties;
- Maintain records of communications and documents;
- Prepare public notices, staff reports, resolutions, ordinances and related exhibits in conformance with City requirements for Planning & Preservation Commission and City Council hearings;
- Present, attend, respond to project related questions at all required Planning & Preservation Commission meetings, City Council meetings or any other meetings requested by the Director or their designee;
- Maintain clear, accurate and organized project files in accordance with City policy;
- Attend community meetings; and
- Communicate with other city departments and divisions in collecting comments, corrections, and conditions of approval. We understand that the method and frequency of communication between the consulting project manager and the City shall be determined based on the specific development project.

ACTIVITY C. SPECIALIZED PLANNING PROJECTS

PCE understands that the City of San Fernando is seeking assistance from qualified Planning firms to provide specialized expertise with design, GIS and mapping; evaluating, analyzing and amending municipal codes, zoning codes, development standards; developing policy documents; and recommending implementation procedures for planning and land use related enacted state legislation.

PCE's approach to managing Specialized Planning Projects is tailored to meet the specialized needs of each project type. Our timelines will be dependent on the individual project but will range from 1-8 weeks. Our approach to some of these specialized projects and activities are identified below:

ACTIVITY C-1. GIS AND MAPPING

PCE will provide mapping and spatial analysis services using Esri ArcGIS software to produce deliverables as needed by the City, including maps (jpg, pdf), shapefiles (shp, lyr), spatial databases (xlsx), etc.

- Mapping tasks include 1) collecting existing data from federal, state, county, and city open sources, 2) selecting the data that is needed to show on the map, 3) exporting the map. PCE will create informative maps that are visually appealing and easy to understand for stakeholders and the general public involved in the planning process.
- Spatial analysis tasks include 1) collecting existing data from federal, state, county, and city open sources, 2) providing a methodology that meets the objectives of the analysis, 3) conducting analysis using overlay, proximity, etc., functions provided in GIS, 4) summarizing the results and providing policy- or performance-related recommendations.

ACTIVITY C-2. ZONING CODES AND DEVELOPMENT STANDARDS

PCE understands how critical a City's Zoning Ordinance and Development Standards are to achieving a City's goals and vision for growth and development. PCE believes that the key to a successful zoning or development standard is ensuring that it works for the industry it impacts, that it meet the City's overall goals, and it is easy to understand and implement by staff. For these types of projects, PCE has the following standard approach:

- **Task 1: Review and Assess Current Zoning Ordinance:** PCE will review and assess the relevant existing ordinance or development standard(s) and identify the key deficiencies, including inconsistencies with the General Plan and state or federal regulations. Depending on the specific project, PCE will provide the city with either a Zoning Ordinance Assessment Memo or Redlined Code.

- **Task 2: Preparation of Ordinance:** PCE will utilize its planning expertise and industry best practices when preparing amendments to the code. PCE will gather public and staff feedback as needed. After staff has reviewed the draft, PCE will make necessary edits and finalize the document in the City's standard format.
- **Task 3: Staff Reports and Public Hearings:** PCE will prepare needed staff reports, resolutions and ordinances, and present the item before Planning Commission and City Council.

ACTIVITY C-3. DEVELOPING POLICY DOCUMENTS

PCE will identify and understand the needs and expectations of stakeholders, including the community, government agencies, and other relevant entities; conduct a thorough review of existing laws, regulations, and policies at local, state, and federal levels related to the subject matter; and preform stakeholder engagement. Upon policy formation, PCE will deliver draft documents to the City for review. In addition, PCE will provide actionable and practical recommendations for implementation, outlining specific steps, responsibilities, and timelines. Finally, PCE will present the policy document at public hearings for community input and seek approval for adoption from relevant governing bodies.

ACTIVITY C-4. RECOMMENDING IMPLEMENTATION PROCEDURES

PCE has extensive experience preparing policy and procedure documents for various types of planning functions, activities and project types. For example, PCE has prepared Procedures for ADU Programs, Addressing, Determining Project Levels (Minor versus Major, etc.), Processing Telecommunication Facilities, along with many others. In doing this, PCE strives to thoroughly understand the objectives outlined by the city and will identify key actions and measures for achieving the stated objectives. PCE will engage with relevant stakeholders and then will identify the critical path or set of actions that are needed to achieve the policy goals. PCE will utilize its Planning expertise and industry best practices when preparing these Policy and Procedure documents. PCE's overall goal in preparing these documents is to ensure that they comply with existing laws, meet the City's goal, and are easy to understand and implement.

SCOPE OF SERVICES - ENVIRONMENTAL PROCESSING

Below provides a description of the general tasks and deliverables that would be provided for an Initial Study (IS)/ Mitigated Negative Declaration (MND) or Negative Declaration (ND) under CEQA review. Once the City of San Fernando provides PCE with background information, project applications, and relevant documents, PCE will start the process below to prepare the level of environmental review as required by the City through either CEQA or NEPA.

TASK 1. ENVIRONMENTAL ASSESSMENT AND DOCUMENTATION

TASK 1.1. REVIEW PROJECT INFORMATION

Upon receiving receipt of Task Order for a CEQA and/or NEPA project, PCE will review the provided project information and prepare a Scope of Work, Schedule, and Budget estimate for the project. PCE will also prepare a Preliminary Environmental Review (PER) memo (as needed) to identify and recommend impact areas that would need technical studies from sub-consultants. PCE will identify the level of CEQA review. The following tasks are most relevant for an Initial Study/Negative Declaration/Mitigation Negative Declaration. If an exemption is more appropriate, a simplified approach will be taken.

TASK 1.2. KICK-OFF MEETING (1)

After agreeing with the City on a scope of work, PCE will coordinate a kick-off meeting with City staff to refine the scope of work, confirm timeline, and identify technical studies to be performed. For the kick-off meeting, PCE will prepare a detailed Work Program. During the meeting, PCE and City staff will review and discuss the approach, deliverables, and timelines. PCE will finalize the work program based on the discussions at the kick-off meeting. The work program will include a budget, tasks and subtasks, revised schedule, and deliverables. This meeting will ensure that the direction PCE takes is based on clear City input and consideration of PCE's research and recommendations.

TASK 1.3. ADMINISTRATIVE DRAFT

PCE will prepare an Administrative Draft in conformance with CEQA or NEPA and any relevant case law. PCE will utilize any established templates, specifications, background information, or setting language provided by the City. The NEPA Administrative Draft will be compliant to established templates and contents as required by the Lead Agency. This usually includes project description, purpose and need, alternatives, environmental impact analysis, determination, and mitigation measures as required. The CEQA Administrative Draft will include the following at a minimum:

- Introduction - Regulatory Information and Document Format
- Project Description - Project Title, Lead Agency, Contacts, Location and Coordinates, Land Use and Zoning, Project Description, Setting, Required Approval from Other Agencies, Tribal Consultation
- Environmental Determination (ND/ MND)
- Impact Analysis (per CEQA Guidelines Appendix G: Aesthetics, Agriculture, etc.)
- Mitigation Monitoring and Reporting Program - Mitigation Measure(s), Responsible Party for Implementation, Responsible Party for Monitoring, Timeframe for Implementation, Confirmation of Implementation
- Technical Appendices – technical studies, including air quality/greenhouse gas emission study, biological assessment, traffic study, cultural resources study, noise study, and infrastructure study as necessary;
- Cover Page, Table of Contents, List of Tables and Figures

As part of drafting the environmental document, PCE will do the following:

- Utilize the applicant's project description and project drawings to prepare a more detailed project description/operational statement for the IS.
- Establish thresholds of significance and analyze the project in relation to these thresholds for all impact sections identified in the 2024 (or any updated) CEQA Guidelines, Appendix G and/or as identified by the Lead Agency.
- Analyze and determine the significance of project impacts for each area of potential impact. (Adverse) Impacts that are found to be less than significant will be described, and impacts found to be potentially significant (if any) will be described and mitigation measures that will bring impacts below the significance thresholds, will be identified.
- Identify and evaluate further permitting needs, which will be listed in the Project Description.

TASK 1.4. PUBLIC REVIEW DRAFT

Following City review, PCE will revise the Administrative Draft for public review. PCE will provide the City with a Screencheck Draft before finalizing the document. After City reviews and accepts, PCE will finalize the Public Review Draft for public circulation, review, and comment. PCE will complete all required materials for submittal to the State Clearinghouse (e.g., Notice of Completion and Summary Form) as well as Public Noticing (e.g., Notice of Intent, Legal Blurb). In the case that the Public Review Draft shall be submitted to the OPR, PCE will prepare and electronically submit the required materials including the Notice of Completion (NOC) and Summary Form. PCE will track comments received during the public review period and prepare a response to comments for inclusion/incorporation in the final environmental document.

TASK 1.5. NOTICE OF DETERMINATION/ FONSI

For CEQA projects, PCE will prepare a Notice of Determination (NOD) to be filed with the City Clerk and State Clearinghouse within five (5) days of approval. For NEPA projects, PCE will prepare a FONSI and send to the commenting/affected units of federal, state, and local government and to the State Clearinghouse in compliance with Executive Order 12372. PCE will be responsible for filing of the determination documents.

TASK 1.6. ATTEND PUBLIC HEARINGS

PCE will prepare presentation slides as needed. PCE staff will be available to attend public hearings for adoption, present, and answer questions, as necessary. PCE expects to attend public hearings in-person.

TASK 2. SUPPLEMENTAL STUDIES

TASK 2.1. SUPPLEMENTAL STUDIES

PCE will engage sub-consultants to prepare additional technical studies or reports according to the City's requirements. Generally, PCE will prepare trip generation and VMT analysis (if project screens out) memos in house and coordinate with sub-consultants on other studies, including traffic impact studies, VMT modeling, biological studies, archaeological studies, paleontological studies, acoustical analysis, air quality/GHG reports, etc.

TASK 3. PEER REVIEW

TASK 3.1. PEER REVIEW

PCE or sub-consultants can also review and incorporate technical studies provided by the project applicant.

PROPOSED TIMEFRAMES

- "Tier 1" CEQA/NEPA Documents (Categorical Exemptions/Exclusions): administrative drafts can typically be completed within 4 weeks from receiving application materials including site plan and operational statement. PCE prepares more robust exemption documents that range from 8-12 pages. PCE also consults with responsible agencies/divisions as required or appropriate (e.g., air district, water purveyor, school district). Lastly, as available, PCE will incorporate project comments and draft conditions of approval.
- "Tier 2" CEQA/NEPA Documents (Mitigated Negative Declarations/Negative Declarations/Environmental Assessments): administrative drafts can typically be completed within 6 weeks from receiving application materials including site plan and operational statement, project comments and draft conditions of approval, and all technical studies and analysis completed for the project. For NEPA documents, the timeline may be shortened or lengthened based on required consultation processes.
- "Tier 3" CEQA/NEPA Documents (EIRs/EISs): for CEQA, administrative drafts can typically be completed within 6 months from the notice to proceed with the entire EIR process taking approximately 12 months (or more for more complex projects). For NEPA, the entire process would occur within 24 months.

CEQA Type:	Categorical Exemption	Initial Study + MND/ND	EIR
Administrative Draft	2-3 weeks *	4-8 weeks *	6 months *
Screencheck Draft	-	2-4 weeks	2-4 months
Public Review Draft	-	2 weeks	2-4 month
Final Draft/ROC	1 week	2-4 week	2-4 months
Total:	**3-4 weeks**	**10-18 weeks**	**12-18 months**

** from notice to proceed or getting all project comments during entitlement review.*

5. PROJECT STAFFING

ORGANIZATIONAL CHART AND RESPONSIBILITIES

Our Project Team has the necessary experience and skills needed to provide necessary services for the City of San Fernando. Our Team includes six (6) project staff. The chart below identifies the roles and assigned responsibilities of each team member. Resumes of each team member are provided at the end of the Project Staffing section.

City of San Fernando
Project Manager
Project Assignment

Project Manager
Bonique Emerson
Project Management & Oversight

Current Planning Services
- Bonique Emerson: Management & Overview, Project Review, Code Review, Process Streamlining, CEQA Compliance
- Kelsey George: Project Review/Permitting, Staff Reports, Ordinance/Resolution, Draft Notices & Permits
- Jenna Chilingerian: Application Review/Permitting, COA, Plan Check, Staff Reports, Scheduling
- Shin Tu: Due Diligence, Plan Check, Project Review/Permitting
- Tom Navarro: Due Diligence, Staff Reports, entitlements Application Review/Permitting
- Collin Mullaney: Draft Notices, Due Diligence, Staff Support

On-call CEQA/NEPA Environmental Services
- Bonique Emerson: Management, Oversight & Review, Advisory
- Jenna Chilingerian: Scheduling, Coordination, Drafting, Noticing
- Shin Tu: Drafting, Maps and Graphics
- Collin Mullaney: Records Search, Staff Support

TEAM MEMBERS

BONIQUE EMERSON, *MAUP, AICP*
VP of Planning Division / Senior Project Manager
Qualification: AICP #026051 (12 years)
Area of Expertise:
- Environmental Planning Services
- Policies, Procedures, and Processes
- Processing Entitlement Applications

KELSEY GEORGE, *AICP*
Senior Planner
Qualifications: AICP #395330 (1 year)
Area of Expertise:
- Land use planning/entitlement processing
- Environmental planning and compliance

Previous Municipalities with in 3 years: City of Clovis, Planner II, and City of Fresno, Associate Planner

JENNA CHILINGERIAN, *MCRP, AICP*
Senior Associate Planner
Qualification: AICP #34152 (1.5 years)
Area of Expertise:
- CEQA/NEPA Process and Compliance
- Project-level Land Use Planning/Permitting

SHIN TU, *MUP, AICP CANDIDATE*
Associate Planner
Qualifications: AICP #370186 (1 month)
Area of Expertise:
- Environmental Analysis and Planning
- Research, Data Collection, Spatial Analysis

TOM NAVARRO
Senior Planner
Area of Expertise:
- Entitlement Planning Services
- Policies, Procedures, and Processes

Previous Municipalities with in 3 years: City of Sanger, Community Development Director

COLLIN MULLANEY, LEED GA
Assistant Planner
Qualifications: LEED GA # 11469997 (2 years)
Area of Expertise:
- Transportation Planning
- Urban Design and Site Analysis

**No sub-consultant proposed at this time. However, based on the City's needs, PCE has a team of sub-consultants that we regularly engage for Air Quality/Greenhouse Gas/Energy, Biological Resources, Tribal and Cultural Resources, Noise, Traffic, and VMT.*

SUPERVISION AND QUALITY ASSURANCE

- Documents, notices, and maps are reviewed to ensure that they are neat in appearance, well organized, and technically and grammatically correct prior to submission.
- A Senior Planner level or higher will review documents before sending to the city for review.

BONIQUE EMERSON, *MAUP, AICP*

VICE PRESIDENT OF PLANNING | SENIOR PROJECT MANAGER

PROFILE

Bonique Emerson, MAUP, AICP has over 20 years of experience as a Planner and Project Manager, spending a majority of those years with the City of Fresno Current Planning Division. While at the City of Fresno, Mrs. Emerson worked her way from a Planner I to the Current Planning Division Manager. Through these roles, she processed hundreds of entitlement applications, implemented the General Plan and Development Code at the project level, and played a key role in coordination among the public agency, developers, and residents. At Precision Civil Engineering, Mrs. Emerson leverages her extensive planning knowledge to manage both public and private sector projects in various communities.

EDUCATION

Master of Arts Urban Planning, University of California, Los Angeles with an emphasis in transportation planning

Bachelor of Arts, Political Science with minor in Public Policy, University of California, Los Angeles

YEARS OF EXPERIENCE

20 years *(PCE: 3.5 years)*

CERTIFICATION

Certified Planner through the American Institute of Certified Planners (AICP)

PROFESSIONAL ORG

American Planning Association, California Chapter, Central Section (Member)

Association of Environmental Professionals, California, Central Chapter (Member)

Institute of Transportation Engineers (Member)

CONTACT

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bemerson@precisioneng.net
559-449-4500

AREAS OF EXPERTISE

- Project Management
- Processing Entitlement Applications
- Environmental Planning Services (CEQA/NEPA)
- Policies, Procedures, and Processes
- VMT Screening and Trip Generation Analysis
- Oversight and Management of Environmental Consultants

EXPERIENCE

Project Management. Managed the building and implementation of the City of Fresno's Land Management Software System, a citywide, multi-million dollar project that modernized the way permits and entitlements were processed.
Business Analyst. Regularly analyzed organizational and procedural issues and developed solutions, including but not limited to modifying project workflows through a land management system, implementing new processing procedures, and delegating work assignments.
Implementation. Responsible for reviewing, interpreting, and analyzing new legislation and maintaining current knowledge of directives, policies, and regulations that affected the operation of the current planning division. Also responsible for implementation of the General Plan and Development Code at the project level.
Process Management. Managed (both directly and indirectly, through subordinate supervisors) all operations of a division which processes approximately 3,000 entitlement applications a year and operates a planning public front counter serving hundreds of customers weekly.
Supervisor and Trainer. Performed various supervisorial duties, including training, employee selection, evaluations, coaching, and discipline by supervising 4-5 staff directly, and managing a division of 20 staff directly and indirectly through subordinate supervisors.

EXPERIENCE - ZONING UPDATE/TEXT AMENDMENTS

- City of Arvin Multi-Family Residential Zone Districts and Objective Design Standards
- City of Clayton ADU Ordinance
- City of San Clemente Housing Overlay, Multi-Family Residential Zone Districts, and Objective Design Standards
- City of Fresno Electric Fence municipal code text amendment (private applicant)
- Advice, coordination and Preparation of CEQA document related to the City of Fresno Mixed Use Text Amendment to allow by-right multi-family
- Preparation of various zoning text amendments related to alcohol, billboards, recycling centers, cell towers, etc.
- City of Fresno Tiny Homes processing guide and submittal checklist

EXPERIENCE - MASTER PLANNING PROJECTS

Project Manager and Planner - Villages at Almond Grove Specific Plan | Madera, CA
Mrs. Emerson was involved in the drafting sections of the Specific Plan and provided planning consultation and services, including drafting staff reports, ordinances, resolutions, annexation documents, etc.
Project Manager - Citywide Density Increase Text Amendment CEQA Environmental Review | City of Fresno, CA
Mrs. Emerson managed the PCE Planning Division to prepare an IS/MND for environmental clearance for Fresno's citywide density increase text amendment. The text amendment removed the density cap in 5 mixed-use zones. During the process, Mrs. Emerson provided various approach to move the project forward and corresponded with multiple agencies and city departments to address all environmental concerns.

JENNA CHILINGERIAN, *MCRP, AICP*

SENIOR PLANNER

PROFILE

Jenna serves as a senior planner at Precision Civil Engineering (PCE) in downtown Fresno, CA, bringing more than 10 years of experience in planning, community and economic development, and program management in the nonprofit, public, and private sectors. At PCE, Jenna provides CEQA services for public and private sector projects, on-call planning and environmental services for local agencies, and development and entitlement services for private sector clients. Jenna is an active AEP and APA member, participating in webinars and workshops to remain up to date on current environmental legislation, procedures, and best practices. She received her Masters of Community and Regional Planning from the University of Oregon and holds a bachelor's degree in Political Science from UCLA. She joined the American Institute of Certified Planners (AICP) in July 2022.

EDUCATION

Master of Community and Regional Planning, University of Oregon

Bachelor of Arts, Political Science with minor in Civic Engagement, University of California, Los Angeles

YEARS OF EXPERIENCE

10 years *(PCE: 3 years)*

CERTIFICATION

Certified Planner through the American Institute of Certified Planners (AICP ID 34152)

PROFESSIONAL ORG

American Planning Association, California Chapter, Central Section (Member and Director for Membership and Public Information)

Association of Environmental Professionals, California, Central Chapter (Member)

Institute of Transportation Engineers (Member)

CONTACT

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AREAS OF EXPERTISE

- CEQA/NEPA Process, Compliance, and Guidance
- Project-Level land use planning/permitting
- Policy writing for housing element updates, zoning ordinances, general plans
- Project Coordination and Management

EXPERIENCE

Environmental Review and Compliance. Assisted with the preparation of environmental documents for public sector and private sector clients in accordance with CEQA, including preparation of initial studies/MNDs and NDs and categorical exemptions, coordination of the environmental review process (e.g., early consultation, tribal consultation, noticing, State Clearinghouse), and oversight of technical studies and analysis. To date, have completed over 35 CEQA documents.

ADU Program Implementation and Technical Assistance. After successfully implementing Pre-Approved ADU Programs in Clayton, Kerman, Merced, and Oakley, established the San Joaquin Valley ADU Program through the San Joaquin Valley Regional Early Action Planning (REAP) Program to provide technical assistance and expertise for implementing ADU Programs in Valley communities. Prepared the "Local Agency's Guide to Implementing ADUs in the San Joaquin Valley" guidebook and suite of tools including templates for: ADU ordinance, staff report and hearing presentation, building permit application and checklist, internal policy and procedure, front counter handout, and how-to guide. Coordinated the design of four standard ADU plans for adoption by San Joaquin Valley communities. Currently providing technical assistance to local governments to customize the suite of tools and standard plans. Assisted agencies include: Kings County, Lodi, Madera County, Merced County, Parlier, Selma, Stockton, and Wasco.

Community and Stakeholder Engagement. Organized community and stakeholder outreach and engagement for the City of Chowchilla 6th Cycle Housing Element Update, City of San Clemente Objective Design Standards and Rezoning Program, and City of Arvin Multi-Family Residential Text Amendments; assisted with outreach efforts for City of Porterville South of Tule River Master Plan. Outreach and engagement methods have included websites, surveys, workshops (in-person and virtual), focus groups, and public meetings. Prepared outreach and engagement materials including social media, newspaper, and newsletter content, press releases, and interactive activities and presentations.

Policy, Procedure, and Program Development. Assisted several communities with preparation of policies, procedures, and programs including Zoning Ordinance Text Amendments, internal policies and procedures, Housing Element programs, ADU Programs, and General Plan Elements. Projects range from establishing a new permit type and review procedure for multi-family residential development in Arvin, objective design standards and an Affordable Housing Overlay in San Clemente, ADU Programs for various agencies, Duplex/Triplex Program in Merced, Multi-Family Conceptual Design Program in Kerman, and preparation of Environmental Justice, Public Safety, and Housing General Plan Elements in Chowchilla.

ON-CALL PLANNING/ENVIRONMENTAL

- City of Atwater | City of Clovis | City of Hanford | City of Kerman | City of Lemoore | City of Salinas | City of Vacaville | City of Yreka

KELSEY GEORGE, *AICP*

SENIOR PLANNER

PROFILE

Kelsey George brings over 9 years of experience in city planning, community development, and environmental and sustainable development. With nearly 5 years of municipal planning experience in the Central Valley, she has worked on a various and diverse portfolio of urban planning work including General Plan updates, Zoning Code text amendments, annexations, General Plan amendments, rezones, tentative tract maps, use permits, and site plan reviews. Through private and public sector planning roles she has developed extensive experience in interpreting zoning requirements and State and Federal laws and policies regarding land use, information analysis, project management, California Environment Quality Act, citizen engagement, community development, and local government background. She received a Master's of Arts in Geography and Planning and published her thesis on transit-oriented development in 2017.

EDUCATION

Master of Arts, Geography with emphasis in Urban Planning, California State University, Long Beach

Bachelor of Arts, Geography and Planning with Minor in Rural and Town Planning, California State University, Chico

YEARS OF EXPERIENCE

9 years *(PCE: 1 year)*

CERTIFICATION

Certified Planner through the American Institute of Certified Planners (AICP ID 34656)

PROFESSIONAL ORG

American Planning Association, California Chapter, Central Section (Member)

Association of Environmental Professionals, California, Central Chapter (Member)

California Geographical Society (Member)

CONTACT

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AREAS OF EXPERTISE

- Project Management
- Land use planning and entitlement processing
- Environmental planning and compliance
- Key stakeholders engagement

EXPERIENCE

Land Development Process and Review. Oversaw the execution of complex projects, including tract map developments and subdivisions, plan amendments, rezones, annexations, and text amendments, while reviewing for compliance with applicable goals and policies.
Public Outreach and Presentation. Facilitated neighborhood and public meetings to provide city leaders, developers, attorneys, and the general public with plans within the city boundaries by delivering presentations in public meetings.
Project Management. Coordinated several complex projects including short- and long-range planning projects, while working closely with applicants, key developers, and any commenting City divisions, departments, and outside agencies.

EXPERIENCE - ZONING UPDATE/ TEXT AMENDMENT

- City of Arvin Multi-Family Residential Zone Districts and Objective Design Standards
- City of San Clemente Housing Overlay, Multi-Family Residential Zone Districts, and Objective Design Standards
- City of Kerman Subdivision Ordinance Update

EXPERIENCE - MASTER PLANNING PROJECTS

- City of Porterville – South of the Tule River (SoTu) Master Plan

RECENT PUBLIC SECTOR PROJECTS

- On-Call Planning (Land Use Planning & Permitting) and/or Environmental Planning Services (CEQA/NEPA Process, Compliance, Guidance): City of Atwater, City of Lemoore, City of Yreka, City of Merced
- City of Porterville – South of the Tule River (SoTu) Master Plan
- City of Merced – Tiny Homes Ordinance

TRAININGS

- Fundamentals of Air Quality Analysis, Association of Environmental Professionals, California (September 2022)
- How to Write an EIR, Association of Environmental Professionals, California (July 2022)
- Complying with Federal Law in Regulating Telecommunications (January 2022)
- Transportation Planning: Travel Behavior Principles and Modelling Approaches (November 2021)

TOM NAVARRO

SENIOR PLANNER

PROFILE

Tom serves as a Senior planner at Precision Civil Engineering (PCE) in downtown Fresno, CA, bringing more than 25 years of experience in planning, community and economic development, and project management to our team. Tom has worked as a Planner in both City and County governments, as well as at private consulting firms. He has experience in municipal planning throughout the state of California and has worked on a diverse portfolio of urban planning projects including Housing Elements, General Plan updates, Zoning Code text amendments, annexations, General Plan amendments, rezones, tentative tract maps, use permits, and site plan reviews. Through private and public sector planning roles he has developed extensive experience in writing zoning codes, processing entitlement applications, and managing large scale projects.

EDUCATION

Bachelor of Arts, Social Science (Geography/Urban Planning), California State University, Fresno

YEARS OF EXPERIENCE

25 years

PROFESSIONAL ORG

California Association of Code Enforcement Officers (CACEO)

CALBO – California Building Officials

ICSC – International Council of Shopping Centers

CONTACT

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AREAS OF EXPERTISE

- Municipal Planning
- Land Development
- Planning Entitlement Processing
- Economic Development

EXPERIENCE

Principal Planner, City of Gustine. Principal Planner (PT) in charge of entitlement applications including Conditional Use Permits, Rezoning, and Ordinance Amendments. The primary area of focus is to address the completion of the Multijurisdictional Housing Element Update.

Community Development Director, City of Sanger. Responsible for residential and commercial projects throughout the City. Managed the Building Department, Code Enforcement Department, and the Planning Department. Coordinated and managed the Planning Commission and presented projects to the City Council. Proposed amendments to the ordinance, development incentives, and special programs. Management of the annual budget as required for the daily functions and operations of the City. Ongoing coordination with consultants for project review

Principal Planner, CSG Engineering. Planning Consultant for Central California jurisdictions. Areas of focus include Housing Element Updates, Entitlements, New Development, Economic Development, Acquisition and Management of State Grants, Zoning Ordinance updates, and Amendments.

Senior Planner, Fresno County. Supervised the Zoning and Permitting Units. Supervised the Code Enforcement Unit. Oversaw the permitting and Land Use process

Project Manager/Department Manager, CEI Engineering. Management of the Fresno office for a national civil engineering firm. Marketing work for engineering and survey departments. Development of the office-wide annual budget. Preparation of consultant proposals and contracts for the development of commercial projects.

Planning Consultant, Law Firm. Coordinate with commercial developers, city staff, attorneys, real estate agents, and sub-consultants to oversee the completion of commercial development projects. Preparation and management of various entitlement applications including; conditional use permits, rezoning, and general plan amendments. Coordination with private firms, county and city staff, and state and federal agencies such as Caltrans and FEMA Oversight of environmental impact reports for each project.

Senior Planner, County of Madera. Preparation of staff reports for Planning Commission review. Site Plan reviews for commercial developments. Analysis and review of subdivisions and parcel maps for residential developments. Development and management of the county-wide dairy standards. Oversee and manage State funding for the development of County standards under Proposition 13 funding.

RECENT PUBLIC SECTOR PROJECTS

- City of Sanger – Academy Annexation Project
- City of Sanger Housing Element Update
- City of Sanger General Plan Update
- City of Sanger – Amend to City/County Tax Share Agreement
- City of Gustine Housing Element Update
- City of Sonora – Accessory Dwelling Unit Ordinance

SHIN TU, *MUP, AICP*

ASSOCIATE PLANNER

PROFILE

Shin brings over 4 years of experience in site planning, data analysis, environmental planning, and digital communications. With a Master of Urban Planning degree from Texas A&M University and graduate certificates in Environmental Hazard Management and Geographic Information Science (GIS), Shin has experience working in the public, private, and academic sectors. At PCE, Shin provides services to both public and private sector clients, including performing due diligence, planning entitlements, on-call planning, CEQA document drafting and analysis, GIS database management and mapping, fiscal analysis, data visualization, and branding/graphic design. Shin joined the American Institute of Certified Planners (AICP) in December 2023.

EDUCATION

Master of Urban Planning, Environmental Hazard Management Certificate, GIS Graduate Certificate, Texas A&M University

Bachelor of Science, Urban Planning, National Cheng Kung University, Taiwan

YEARS OF EXPERIENCE

4 years *(PCE: 1.5 year)*

CERTIFICATION

Certified Planner through the American Institute of Certified Planners (Candidate)

PROFESSIONAL ORG

American Planning Association, California Chapter, Central Section (Member)

Association of Environmental Professionals, California, Central Chapter (Member)

CONTACT

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559-449-4500

AREAS OF EXPERTISE

- Research, Data Collection and Analysis
- Geographic Information Systems, Spatial Analysis, and Mapping
- Visualization, Digital Communication, Branding, and Graphic Design
- Planning Entitlement Processing
- Environmental Analysis and Planning

EXPERIENCE

Site Planning. Received awards for 2 design competitions that focused on designing human-oriented space/streets for transit and pedestrian connectivity and revitalization. Drafted 10+ conceptual site plans and land use plans for various developments.
Graphics Communication. Leaded Graphics and Written Communications Team to develop the first comprehensive plan of the City of Caldwell, Texas. Coordinated with data analytics and public outreach team to design flyers, posters, presentations, and the final plan document. Designed branding for 4 ADU Programs in the Valley.
Research and Analysis. Conducted data cleansing, labeling, categorizing, and statistical analysis. Co-authored for journal publication and was responsible for the management of 2+ datasets. Performed infill study, fiscal analysis, biological assessment, demographic analysis, industry analysis, etc., for different projects.
Planning Assistant. Performed traffic flow and land use analysis for 3 city-scale plans to provide a fact base for the planning process. Performed zoning inquiries, environmental assessments, building and conditional use permit applications. Produced multiple exhibits, drafted proposals, and corresponded with clients and agencies. See more here: https://tushin2.wixsite.com/tushin

TRAININGS

- NEPA Essentials Workshop, Association of Environmental Professionals (AEP), California (September 2022)
- How to Write an EIR, AEP, California (July 2022)
- CEQA Advanced Workshop, AEP, California (March 2022)
- CEQA Essentials Workshop, AEP, California (October 2021)

EXPERIENCE - MASTER PLANNING PROJECTS

City of Caldwell Comprehensive Plan – Envision Caldwell | Caldwell, TX
Shin, as part of the masters program's implementation course, worked with Texas Target Communities (TxTC) to lead the community and stakeholder engagement process of developing the City of Caldwell's first comprehensive plan. Shin managed and led the Graphics and Written Communications Group, which developed branding and produced a factsheet, outreach materials (slides, flyers, posters, and email templates), and the final Community Engagement and Input Report. Shin was also involved in drafting the comprehensive plan's Environment chapter and creating 3 memorandums that proposed pattern zoning ordinance in Caldwell. https://www.caldwelltx.gov/cmp/
City of Merced Annexation Pre-Application
Shin designed and prepared the conceptual land use plan of a 47.7-acre mixed-use development site as well as calculated wastewater and water demand and projected job generation of the development.

PUBLICATIONS

Tu, S.; Yu, S. Urban Planning for Climate Change: Comparing Climate Adaptation Plans between Taipei and Boston. *Sustainability* **2023**, 15, 934. https://doi.org/10.3390/su15020934

COLLIN ELLIOTT MULLANEY

ASSISTANT PLANNER

PROFILE

Collin brings his knowledge of urban design, site planning, sustainable planning, and architecture to the PCE team. Collin has a degree in Urban Studies and Planning from the University of California San Diego and a certificate in Architecture from Los Angeles Valley Community College. He has experience working for the University of California San Diego as a temporary Transportation Planner and his academic work has included exploring stormwater management in skatepark design, residential development design, and redevelopment site analysis.

EDUCATION

Bachelor in Urban Studies and Planning, University of California San Diego

Architecture Certificate and IGETC, Los Angeles Valley Community College

YEARS OF EXPERIENCE

1.5 years

CERTIFICATION

LEED Green Associate

CONTACT

Precision Civil Engineering
1234 "O" Street
Fresno, CA 93721
cmullaney@precisioneng.net
559-449-4500

AREAS OF EXPERTISE

- Architectural Drawing and Rendering
- Geographic Information Systems
- Urban Design and Site Analysis

EXPERIENCE

Transportation Planner, University of California San Diego (2022-2023)

- Continued the shift to a GIS based system, communicated with outside venders and organized events
- Created scale maps of multiple large parking structures with detailed allocations
- Managed micro mobility infrastructure that helped UCSD achieve LEED silver in bike friendly universities
- Optimized interactive campus map as well helped facilitate the transfer to a GIS based system including creating a database of all parking spots on campus based on allocation and satellite precise position.
- Preformed data analytics on large number data pools using excel/google sheets (data manipulation)

TRAINING (ACADEMIC COURSES)

- UC San Diego: Advanced Urban Design, Architectural Practices, Urban Design Practicum, Urban Design, Theory & Practice, Site Analysis, Intro to Green Building, Land Use Planning, Sustainable Planning, Intro to Geographic Information Systems (GIS), Introduction to Urban Planning
- LA Valley Community College: Architectural Drawing I, Architectural Drawing II, Architectural Drawing III, Architectural Rendering, Elementary Engineering Graphics, Introduction to Science, Engineering and Technology

EXPERIENCE - ACADEMIC PROJECTS

Exploring stormwater management in skatepark design , UCSD Senior Sequence (2022-2023)

Comparative case study of two skateparks using a mix of qualitative and quantitative research methods including interviews, surveys, observations and data analysis to advocate for the use of bioswales and biophilic design in skateparks.

- Wrote 20 pg. thesis paper, poster, GIS storymap & video(2nd place digital storymap winner 2023 Urban Expo)

Convoy Street first residential development proposal, UCSD Advanced Urban Design (2022)

- Researched zoning regulations, utilized Excel to determine max density allowed within zoning
- Created poster and slides with graphics using Photoshop, SketchUp, Excel and Lumion rendering to illustrate proposed development for clients

Hillcrest Redevelopment, UCSD Site Analysis (2022)

- Researched zoning and community plan to determine best land use aligning with communities goals
- Created client proposal poster with graphics using Photoshop, SketchUp and Lumion rendering to illustrate proposed development

6. PROPOSAL COST SHEET AND RATES

FEE STRUCTURE AND BILLING

Hourly rates for all positions and classifications of key personnel that may be involved are provided below for Precision Civil Engineering staff as identified in this RFQ. PCE will bill for services rendered at the beginning of each month. For larger projects, PCE will provide the City with a not to exceed amount with a proposed scope prior to initiating a project. For small projects and tasks, PCE will bill the hourly rates noted below.

Position	Hourly Rate
Planning Manager	$210
Senior Planner	$160
Senior Associate Planner	$130
Assistant Planner/Associate Planner	$120

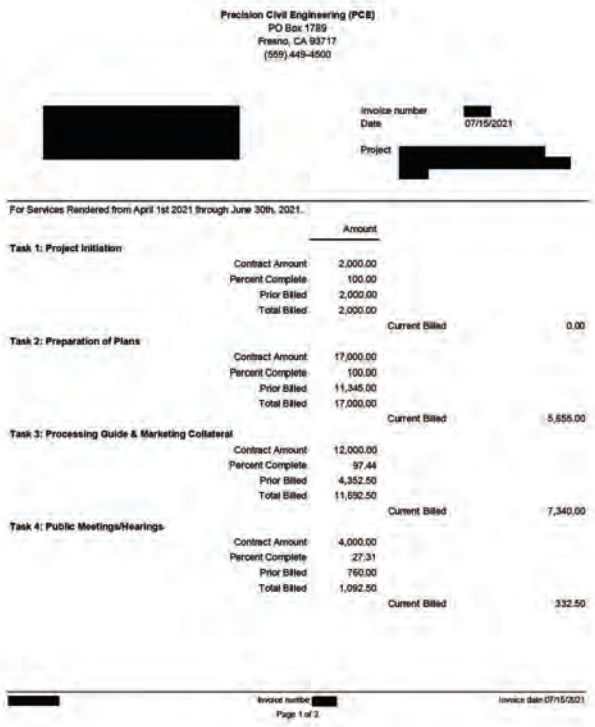
NOTES

Direct, Indirect, and Transportation Fees: Travel costs are based on direct reimbursements for mileage, and door-to-door travel time. Per diem is charged at the government rate for the region. Equipment (GPS, sampling equipment, etc.) rates are based on full- and half-day rates.

Overhead: Overhead is included in labor rates, otherwise, only direct costs are charged. No markups are charged on expenses.

BILLING METHOD

PCE will provide invoices for the City each month. The invoices will include hours and tasks that identify work progress and the stage of the project is currently under. See below example invoice:



Precision Civil Engineering (PCE)
PO Box 1789
Fresno, CA 93717
(559) 449-4500

[redacted]

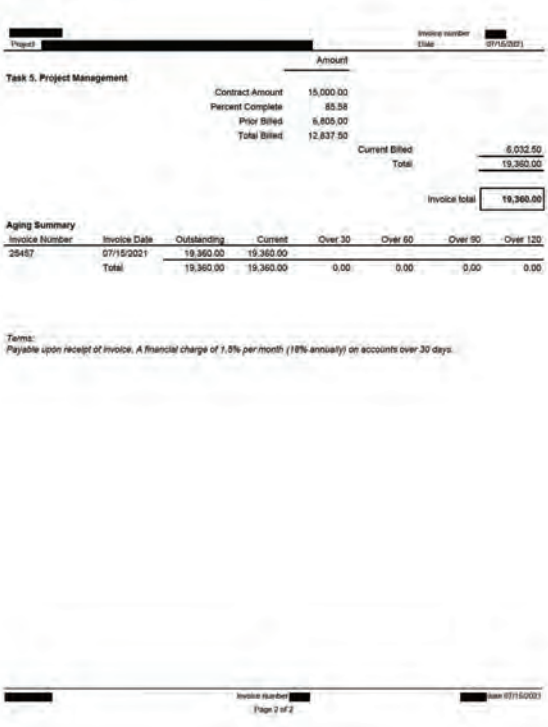
Invoice number [redacted]
Date 07/15/2021

Project [redacted]

For Services Rendered from April 1st 2021 through June 30th, 2021.

	Amount
Task 1: Project Initiation	
Contract Amount	2,000.00
Percent Complete	100.00
Prior Billed	2,000.00
Total Billed	2,000.00
Current Billed	0.00
Task 2: Preparation of Plans	
Contract Amount	17,000.00
Percent Complete	100.00
Prior Billed	11,345.00
Total Billed	17,000.00
Current Billed	5,655.00
Task 3: Processing Guide & Marketing Collateral	
Contract Amount	12,000.00
Percent Complete	97.44
Prior Billed	4,352.50
Total Billed	11,692.50
Current Billed	7,340.00
Task 4: Public Meetings/Hearings	
Contract Amount	4,000.00
Percent Complete	27.31
Prior Billed	760.00
Total Billed	1,092.50
Current Billed	332.50

[redacted] Invoice number [redacted] Invoice date 07/15/2021
Page 1 of 2



[redacted] Invoice number [redacted]

	Amount
Task 5: Project Management	
Contract Amount	15,000.00
Percent Complete	85.58
Prior Billed	6,805.00
Total Billed	12,837.50
Current Billed	6,032.50
Total	19,360.00
Invoice total	19,360.00

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
28487	07/15/2021	19,360.00	19,360.00				
	Total	19,360.00	19,360.00	0.00	0.00	0.00	0.00

Terms:
Payable upon receipt of invoice. A financial charge of 1.5% per month (18% annually) on accounts over 30 days.

[redacted] Invoice number [redacted] Date [redacted]
Page 2 of 2

ATTACHMENT "B"

RESOLUTION NO. 8318

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, ADOPTING A BUDGET FOR THE FISCAL YEAR 2024-2025 AND ESTABLISHING ESTIMATED REVENUES AND APPROPRIATIONS AS DESCRIBED HEREIN

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

WHEREAS, the City Council has reviewed and modified the proposed budget and conducted a Public Hearing on the budget on July 1, 2024; and

WHEREAS, the City Council has determined that it is necessary for the efficient management of the City that certain sums raised from revenues, transfers, and reserves of the City be appropriated to the various departments, offices, agencies and activities of the City;

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

SECTION 1. An annual budget for the City of San Fernando for the fiscal year beginning July 1, 2024 and ending June 30, 2025, a copy of which is on file in the City Clerk's Office (the "Annual Budget"), is hereby adopted; that Annual Budget being the proposed budget, as amended, modified and corrected in open study sessions before the City Council.

SECTION 2. The sums of money set forth in the Annual Budget are hereby appropriated from the revenues and the reserves of the City of San Fernando to the respective funds and accounts therein set forth for expenditure during Fiscal Year 2024-2025 for each of the several objects of Salaries and Wages, Operations and Maintenance, Capital Outlay and Public Improvements.

SECTION 3. The sums of money set forth in Exhibits "1", "2", "3", "4", "5", "6" and "7" are hereby appropriated to the following named departments, offices, agencies and activities of the City for expenditures during Fiscal Year 2024-2025 as shown in Exhibits "1", "2", "3", "4", "5", "6" and "7".

SECTION 4. Work programs in the published adopted budget shall be revised to reflect necessary updates and direction from the City Council on May 13, 2024, May 20, 2024, May 28, 2024, and June 3, 2024.

SECTION 5. Account balances that are encumbered as of June 30, 2024, may be carried over and re-budgeted in the fiscal year 2024-2025 budget with the approval of the City Manager or his/her designee.

SECTION 6. The unexpended account balances, as of June 30, 2024, for Capital expenditures, capital grants, and Capital Improvement Projects may be carried over and re-budgeted in the fiscal year 2024-2025 budget with the approval of the City Manager or his/her designee, provided it does not exceed the prior year adjusted budget.

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SECTION 7. Appropriation transfers may be made within departmental budgets from one functional category to another or from one division or section to another with the approval of the City Manager or his/her designee, provided there is no net increase in the department's total appropriation.

SECTION 8. Appropriation transfers to cover retirement/termination related leave payoffs may be made from the non-departmental contingency account to accounts within the budget categories of the various departments, divisions and offices with the approval of the City Manager or his/her designee.

SECTION 9. The City Manager or his/her designee is authorized to increase revenues and appropriations to cover contract costs incurred in connection with tax audits that are incurred on a contingency fee basis, provided the adjustment to revenues equals or exceeds the adjustment to appropriations.

SECTION 10. The City Manager or his/her designee is authorized to increase revenues and appropriations to cover contract costs such as reimbursable planning services, recreation enrichment classes, youth sports programs or other services that will be reimbursed by an applicant, provided the adjustment to revenues equals or exceeds the adjustment to appropriations.

SECTION 11. The Purchasing Officer is authorized hereunder to proceed with purchases of goods and services under Blanket Purchase Orders for vendors identified in Exhibit "7" provided the total cost for goods and services does not exceed the "not-to-exceed" amount for each vendor. The Purchasing Officer is authorized to increase each Blanket Purchase Order identified in Exhibit "7" in an amount not-to-exceed the Purchasing Officer's purchasing authority of $25,000 per Blanket Purchase Order.

SECTION 12. No such carry overs or transfers authorized pursuant to the foregoing paragraphs shall be construed as establishing additional regular positions without prior approval of the City Council.

SECTION 13. The City Manager or his/her designee is authorized to carry over any unspent funds from the Community Investment funds from all prior fiscal years.

SECTION 14. 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 1st day of July, 2024.

DocuSigned by:
Celeste Rodriguez
1802A32830E7406...

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

ATTEST:

DocuSigned by:
Julia Fritz
E4162E636E934B3...

Julia Fritz, City Clerk

DocuSign Envelope ID: 606EBD07-4833-463F-BBC2-50A7FACD6C13

RES. NO. 8318

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. 8318 which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 1st day of July, 2024, by the following vote of the City Council:

AYES: Garcia, Solorio, Fajardo, Mendoza, Rodriguez - 5

NAYS: None

ABSENT: None

ABSTAINED: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this 5th day of July, 2024.

DocuSigned by:
Julia Fritz
E4162E636E934B3...

Julia Fritz, City Clerk

City of San Fernando **EXHIBIT "1"**
Adjustments to Proposed Budget **RES. NO. 8318**
Fiscal Year 2024-2025

001 - GENERAL FUND

Beginning Fund Balance: **10,001,735**

Proposed Revenue Total **28,055,808**

Account - Description	*Proposed Estimate*	*Revised Estimate*	*Change*
N/A	-	-	-
Total Revenue Adjustments	-	-	-

Revised Revenue Total **28,055,808**

Proposed Expenditure Total **26,729,059**

Account - Description	*Proposed Appropriation*	*Revised Appropriation*	*Difference*	
Approved Enhancements				
001-105-0000-4300 DEPARTMENT SUPPLIES	8,500	10,500	2,000	Marketing Materials
001-115-0000-4260 CONTRACTUAL SERVICES	17,194	25,694	8,500	Records Retention Schedule
001-116-0000-4260 CONTRACTUAL SERVICES	-	60,000	60,000	Elections Expenses - LA County
001-150-0000-41XX PERSONNEL COSTS	182,398	367,398	185,000	New Position: Planning Manager
001-140-0000-4270 PROFESSIONAL SERVICES	40,696	140,696	100,000	Contract Services: Deputy Bldg Official/Insp.
001-152-0000-4300 DEPARTMENT SUPPLIES	4,500	8,000	3,500	Post Card Mailing Residential Properties
001-135-0000-4270 PROFESSIONAL SERVICES	112,367	137,367	25,000	IT Managed Services Provider Replacement
001-135-0000-4260 CONTRACTUAL SERVICES	369,532	509,532	140,000	Financial Sys. Replacement (Implem. & Subscr.)
001-135-0000-4300 DEPARTMENT SUPPLIES	500	25,500	25,000	Citywide PC Replacement Program (Year 2)
001-133-0000-4365 TUITION REIMBURSEMENT	1,500	6,000	4,500	HR Tuition Reimbursement
001-133-0000-4370 MEETINGS, MEMBERSHIPS & TRAVEL	500	5,500	5,000	HR Staff CPE/Conferences
001-133-0000-4103 WAGES-PERMANENT EMPLOYEES	32,859	37,859	5,000	Reclass Personnel Office Clerk to PT Admin Asst.
001-135-0000-4260 CONTRACTUAL SERVICES	369,532	399,532	30,000	4x Handheld Ticket Writer
001-225-0000-41XX PERSONNEL COSTS	4,332,160	4,372,160	40,000	Position Reclass: Police Corporal Program (5)
001-135-0000-4260 CONTRACTUAL SERVICES	369,532	380,852	11,320	E-Subpoena (year 1)
001-222-0000-4270 PROFESSIONAL SERVICES	12,290	27,290	15,000	Background Investigations (10)
001-225-0000-4360 PERSONNEL TRAINING	12,290	32,290	20,000	POST Training for New Officers
001-222-0000-4300 DEPARTMENT SUPPLIES	100,600	110,600	10,000	Ammunition Cost Increase
001-222-0000-4365 TUITION REIMBURSEMENT	-	8,000	8,000	PD Tuition Reimbursement
001-224-0000-4365 TUITION REIMBURSEMENT	-	6,000	6,000	PD Tuition Reimbursement
001-225-0000-4365 TUITION REIMBURSEMENT	-	18,000	18,000	PD Tuition Reimbursement
001-424-0000-4260 CONTRACTUAL SERVICES	48,680	98,680	50,000	Fully fund All Citywide Special Events
001-420-0000-4370 MEETINGS, MEMBERSHIPS & TRAVEL	560	3,560	3,000	CPRS Membership & Conference
001-107-XXXX-4300 DEPARTMENT SUPPLIES	-	3,000	3,000	BCRC operations and programs supplies
001-420-0000-4300 DEPARTMENT SUPPLIES	15,210	17,710	2,500	Ice machine for Recreation Park
001-420-0000-4360 PERSONNEL TRAINING	390	1,390	1,000	Las Palmas Staff Prof Dev
001-370-0000-4310 DEPARTMENT SUPPLIES	-	37,500	37,500	Citywide Signage Updates
001-311-0000-41XX PERSONNEL COSTS	320,247	400,247	80,000	Position Reclass: Graffitti & Trees FT Positions
001-140-0000-4270 PROFESSIONAL SERVICES	140,696	290,696	150,000	Mixed Use Overlay & Obj Design Standards
001-423-0000-4103 SALARIES-PART TIME EMPLOYEES	333,959	380,709	46,750	New Afterschool Teen Program: Staff
001-423-0000-4300 DEPARTMENT SUPPLIES	6,000	14,000	8,000	New Afterschool Teen Program: Supplies
001-225-0000-4105 OVERTIME	145,000	153,000	8,000	PD OT: DUI Checkpoints
001-310-0000-4500 CAPITAL EQUIPMENT	-	105,000	105,000	Backhoe Loader (50% GF - 50% Sewer)
Additional Adjustments				
001-101-0000-4270 PROFESSIONAL SERVICES	8,500	43,500	35,000	Continued Language Translation Services
001-101-XXXX-4430 ACTIVITIES & PROGRAMS	-	12,500	12,500	To Account for Councilmember Fee Waivers
001-155-0000-41XX PERSONNEL COSTS	177,987	146,150	(31,837)	Revised Labor Distribution (Housing Coord.)
001-190-0000-4906 TRANSFER TO SELF-INSURANCE FUND	-	85,000	85,000	SIF Updates based on ICRMA FY25 Budget
Total Expenditure Adjustments	*9,061,191*	*10,282,940*	*1,317,233*	

Revised Expenditure Total **28,046,292**
Operating Surplus(Deficit) **9,516**

Ending Fund Balance: **10,011,251**

City of San Fernando **EXHIBIT "1"**
Adjustments to Proposed Budget **RES. NO. 8318**
Fiscal Year 2024-2025

006 - SELF INSURANCE FUND

Beginning Fund Balance: **243,171**

Proposed Revenue Total **2,360,105**

Account - Description	Proposed Estimate	Revised Estimate	Change	
006-3970-0000 TRANSFER FROM GENERAL FUND	-	85,000	85,000	SIF Updates based on ICRMA FY25 Budget
Total Revenue Adjustments	-	*85,000*	*85,000*	

Revised Revenue Total **2,445,105**

Proposed Expenditure Total **2,325,000**

Account - Description	Proposed Appropriation	Revised Appropriation	Difference	
006-190-0000-4240 INSURANCE AND SURETY	358,659	467,343	108,684	SIF Updates based on ICRMA FY25 Budget
006-190-0000-4810 WORKERS COMP CLAIMS	500,000	250,000	(250,000)	SIF Updates based on ICRMA FY25 Budget
006-190-0000-4830 LIABILITY INS REQUIREMENTS	1,216,341	1,425,836	209,495	SIF Updates based on ICRMA FY25 Budget
Total Expenditure Adjustments	*2,075,000*	*2,143,179*	*68,179*	

Revised Expenditure Total **2,393,179**
Operating Surplus(Deficit) **51,926**

Ending Fund Balance: **295,097**

013 - TRAFFIC SAFETY FUND

Beginning Fund Balance: **15,103**

Proposed Revenue Total **2,000**

Account - Description	Proposed Estimate	Revised Estimate	Change
N/A	-	-	-
Total Revenue Adjustments	-	-	-

Revised Revenue Total **2,000**

Proposed Expenditure Total

Account - Description	Proposed Appropriation	Revised Appropriation	Difference	
013-370-0000-4310 DEPARTMENT SUPPLIES	-	12,500	12,500	Citywide Signage Updates
Total Expenditure Adjustments	-	*12,500*	*12,500*	

Revised Expenditure Total **12,500**
Operating Surplus(Deficit) **(10,500)**

Ending Fund Balance: **4,603**

City of San Fernando **EXHIBIT "1"**
Adjustments to Proposed Budget **RES. NO. 8318**
Fiscal Year 2024-2025

028 - MEASURE H

Beginning Fund Balance: **-**

Proposed Revenue Total **54,837**

Account - Description	Proposed Estimate	Revised Estimate	Change
N/A	-	-	-
Total Revenue Adjustments	-	-	-

Revised Revenue Total **54,837**

Proposed Expenditure Total

Account - Description	Proposed Appropriation	Revised Appropriation	Difference	
028-155-0000-41XX PERSONNEL COSTS	-	32,837	32,837	Revised Labor Distribution (Housing Coord.)
028-155-0000-4270 PROFESSIONAL SERVICES	-	12,000	12,000	Homeless Outreach Initiatives
028-155-0000-4300 DEPARTMENT SUPPLIES	-	10,000	10,000	Homeless Outreach Initiatives
Total Expenditure Adjustments	-	*54,837*	*54,837*	

Revised Expenditure Total **54,837**
Operating Surplus(Deficit) **0**

Ending Fund Balance: **-**

041 - EQUIPMENT REPLACEMENT FUND

Beginning Fund Balance: **959,231**

Proposed Revenue Total **787,308**

Account - Description	Proposed Estimate	Revised Estimate	Change
N/A	-	-	-
Total Revenue Adjustments	-	-	-

Revised Revenue Total **787,308**

Proposed Expenditure Total **736,135**

Account - Description	Proposed Appropriation	Revised Appropriation	Difference	
041-320-0000-41XX PERSONNEL COSTS	787,308	765,496	(21,812)	Revised Labor Distribution (City Mechanic)
Total Expenditure Adjustments	*787,308*	*765,496*	*(21,812)*	

Revised Expenditure Total **714,323**
Operating Surplus(Deficit) **72,985**

Ending Fund Balance: **1,032,216**

City of San Fernando **EXHIBIT "1"**
Adjustments to Proposed Budget **RES. NO. 8318**
Fiscal Year 2024-2025

043 - FACILITY MAINTENANCE FUND

Beginning Fund Balance: **-**

Proposed Revenue Total **1,756,667**

Account - Description	*Proposed Estimate*	*Revised Estimate*	*Change*
N/A	-	-	-
Total Revenue Adjustments	-	-	-

Revised Revenue Total **1,756,667**

Proposed Expenditure Total **1,721,507**

Account - Description	*Proposed Appropriation*	*Revised Appropriation*	*Difference*	
043-390-0000-4260 CONTRACTUAL SERVICES	259,505	262,805	3,300	Rec Park Gym Floor Recoating (biannual maint.)
Total Expenditure Adjustments	*259,505*	*262,805*	*3,300*	

Revised Expenditure Total **1,724,807**
Operating Surplus(Deficit) **31,860**

Ending Fund Balance: **31,860**

070 - WATER FUND

Beginning Fund Balance: **627,088**

Proposed Revenue Total **5,785,000**

Account - Description	*Proposed Estimate*	*Revised Estimate*	*Change*
N/A	-	-	-
Total Revenue Adjustments	-	-	-

Revised Revenue Total **5,785,000**

Proposed Expenditure Total **5,422,565**

Account - Description	*Proposed Appropriation*	*Revised Appropriation*	*Difference*	
070-381-0000-41XX PERSONNEL COSTS	542,528	657,528	115,000	New Position: Water System Operator
Total Expenditure Adjustments	*542,528*	*657,528*	*115,000*	

Revised Expenditure Total **5,537,565**
Operating Surplus(Deficit) **247,435**

Ending Fund Balance: **874,523**

City of San Fernando
Adjustments to Proposed Budget
Fiscal Year 2024-2025

EXHIBIT "1"
RES. NO. 8318

072 - SEWER FUND

Beginning Fund Balance:	**3,502,633**
Proposed Revenue Total	**4,200,000**

Account - Description	*Proposed Estimate*	*Revised Estimate*	*Change*
N/A	-	-	-
Total Revenue Adjustments	-	-	-

Revised Revenue Total	**4,200,000**
Proposed Expenditure Total	**6,124,699**

Account - Description	*Proposed Appropriation*	*Revised Appropriation*	*Difference*	
072-360-0000-4500 CAPITAL EQUIPMENT	29,481	134,481	105,000	Backhoe Loader (50% GF - 50% Sewer)
072-365-0000-4300 DEPARTMENT SUPPLIES	-	8,500	8,500	Purchase 10 Sewer Manholes and Rings
Total Expenditure Adjustments	*29,481*	*142,981*	*113,500*	

Revised Expenditure Total	**6,238,199**
Operating Surplus(Deficit)	**(2,038,199)**
Ending Fund Balance:	**1,464,434**

074 - COMPRESSED NATURAL GAS FUND

Beginning Fund Balance:	**159,742**
Proposed Revenue Total	**202,750**

Account - Description	*Proposed Estimate*	*Revised Estimate*	*Change*
N/A	-	-	-
Total Revenue Adjustments	-	-	-

Revised Revenue Total	**202,750**
Proposed Expenditure Total	**152,532**

Account - Description	*Proposed Appropriation*	*Revised Appropriation*	*Difference*	
074-320-0000-41XX PERSONNEL COSTS	14,546	36,362	21,816	Revised Labor Distribution (City Mechanic)
Total Expenditure Adjustments	*14,546*	*36,362*	*21,816*	

Revised Expenditure Total	**174,348**
Operating Surplus(Deficit)	**28,402**
Ending Fund Balance:	**188,144**

City of San Fernando **EXHIBIT "1"**
Adjustments to Proposed Budget **RES. NO. 8318**
Fiscal Year 2024-2025

110 - OPERATING GRANTS

Beginning Project Balance: **(225,435)**

Proposed Revenue Total **-**

Account - Description	*Proposed Estimate*	*Revised Estimate*	*Change*
N/A	-	-	-
Total Revenue Adjustments	-	-	-

Revised Revenue Total **-**

Proposed Expenditure Total **-**

Account - Description	*Proposed Appropriation*	*Revised Appropriation*	*Difference*	
110-222-3938-4300 DEPARTMENT SUPPLIES	-	11,937	11,937	Narcotics Incinerator/Drug Disposal Program
Total Expenditure Adjustments	-	*11,937*	*11,937*	

Revised Expenditure Total **11,937**
Operating Surplus(Deficit) **(11,937)**

Ending Project Balance: **(237,372)**

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City of San Fernando
Adjustments to Proposed Budget
Fiscal Year 2024-2025

Exhibit "1"
RES. NO. 8318

2024-2025 ARPA SPENDING PLAN

ITEM	STATUS	PROJECT/PROGRAM	APPROVED
1	Complete	Annual Street Repavement - Phase II	1,007,232
2	Complete	COVID-19 Relief/Response Reimbursement	205,940
3	Complete	Layne Park Revitalization Project	200,341
4	Complete	Council Chambers/AV Upgrade	24,981
5	In Progress	Upper Reservoir Project	850,000
6	In Progress	Homeless Outreach Services	300,000
7	In Progress	Pioneer Park Project	254,961
8	In Progress	Downtown Master Plan	250,000
9	In Progress	Annual Street Repavement - Phase III	250,000
10	In Progress	Technology Improvements	179,845
11	In Progress	Las Palmas & Recreation Parks Generator Project	150,000
12	In Progress	City Mobile App - Virtual San Fernando	148,200
13	In Progress	Feasibility Study - New City Park Space	50,000
14	Planning Stage	Sidewalk Repairs	1,071,839
15	Planning Stage	First Time Homebuyer Support & Rehab Loan Revolving Fund	100,000
16	Planning Stage	Las Palmas HVAC Project	400,000
17	Planning Stage	Citywide Curb Repainting	200,000
18	Planning Stage	City Hall Beautification	100,000
19	Planning Stage	Las Palmas Server Room Transition	50,000
20	Planning Stage	Wi-Fi at Las Palmas & Recreation Parks w/Computer Rooms	25,000
		Total	**$ 5,818,339**

EXHIBIT "2"
RES. NO. 8318

CITY OF SAN FERNANDO						CITY OF SAN FERNANDO							
FUND NO.	FUND NAME	Actual Beginning Balance July 1, 2023	Adjusted Revenues FY 2023-2024	Adjusted Expenditures FY 2023-2024	Adjusted Ending Balance June 30, 2024	Proposed Revenues FY 2024-2025	Transfers In	Total Resources	Proposed Operating Expenditures FY 2024-2025	Capital Expense	Transfers Out	Total Requirements	Estimated Ending Balance June 30, 2025
General Fund:													
001	General Fund	$ 10,282,877	26,278,215	26,559,357	$ 10,001,735	$ 25,782,085	2,273,723	28,055,808	27,481,292	105,000	460,000	28,046,292	$ 10,011,251
	Total General Fund:	**$ 10,282,877**	**26,278,215**	**26,559,357**	**$ 10,001,735**	**$ 25,782,085**	**$ 2,273,723**	**28,055,808**	**27,481,292**	**105,000**	**460,000**	**28,046,292**	**$ 10,011,251**
Special Revenue Funds:													
002	Supplemental Law Enforcement Services	$ 209,295	150,000	150,000	$ 209,295	$ 150,000	-	150,000	50,000	-	150,000	200,000	$ 159,295
007	Proposition "A" - Transit Development Fund	$ 350,244	689,224	669,570	$ 369,898	$ 662,110	-	662,110	599,712	-	62,398	662,110	$ 369,898
008	Proposition "C" - Transit Development Fund	$ 272,112	563,814	696,842	$ 139,084	$ 547,959	-	547,959	224,540	350,000	18,774	593,314	$ 93,729
009	Proposition "C" - Discretionary	$ 21,305	-	-	$ 21,305	$ -	-	-	-	-	-	-	21,305
010	Grant Fund	$ (8,501,763)	40,277,068	33,560,681	$ (1,785,376)	$ -	-	-	-	-	-	-	$ (1,785,376)
011	State Gas Tax Fund	$ -	674,693	674,693	$ -	$ 656,813	-	656,813	277,886	-	277,886	555,772	101,041
012	Measure R Fund	$ 498,919	422,860	845,142	$ 76,636	$ 410,969	-	410,969	179,938	257,025	-	436,963	$ 50,642
013	Traffic Safety Fund	$ 12,603	2,500	-	$ 15,103	$ 2,000	-	2,000	12,500	-	-	12,500	$ 4,603
014	Cash In-Lieu of Parking	$ 497,484	-	-	$ 497,484	$ -	-	-	-	-	-	-	$ 497,484
015	Local Transportation Fund (SB 325)	$ (37,305)	37,305	-	$ -	$ 40,435	-	40,435	-	37,935	-	37,935	$ 2,500
016	Air Quality Management District Fund	$ 172,842	28,000	-	$ 200,842	$ 30,000	-	30,000	-	-	-	-	$ 230,842
017	Recreation Self Sustaining Fund	$ (30,673)	315,660	310,763	$ (25,776)	$ 252,800	-	252,800	226,602	-	-	226,602	$ 422
018	Retirement Fund	$ 10,370,215	4,980,123	5,388,197	$ 9,962,141	$ 5,245,000	201,201	5,446,201	4,839,550	-	489,580	5,329,130	$ 10,079,212
019	Quimby Act Fees	$ 33,844	-	-	$ 33,844	$ -	-	-	-	-	-	-	$ 33,844
020	State Asset Seizure	$ 308	-	-	$ 308	$ -	-	-	-	-	-	-	$ 308
021	Federal Asset Seizure	$ 174	-	-	$ 174	$ -	-	-	-	-	-	-	$ 174
022	STPL	$ 246,806	-	246,806	$ 0	$ -	-	-	-	-	-	-	$ 0
023	Measure W Fund - SCW Program	$ 464,124	283,000	689,859	$ 57,266	$ 275,000	-	275,000	-	170,000	12,401	182,401	$ 149,865
024	Measure M Fund	$ 388,535	450,000	709,777	$ 128,758	$ 465,765	-	465,765	-	450,000	-	450,000	$ 144,523
025	Road Maintenance and Rehab (SB1)	$ 203,331	584,584	872,429	$ (84,514)	$ 605,208	-	605,208	-	500,000	-	500,000	$ 20,694
026	Community Development Block Grant	$ -	86,503	86,503	$ -	$ -	-	-	-	-	-	-	$ -
027	Street Lighting	$ 469,156	325,000	345,388	$ 448,768	$ 325,000	-	325,000	199,155	-	31,269	230,424	$ 543,344
028	Measure H	$ -	25,576	25,576	$ -	$ 54,837	-	54,837	54,837	-	-	54,837	$ -
029	Parking Maintenance Operations	$ 340,919	204,550	338,049	$ 207,420	$ 210,050	-	210,050	229,768	50,000	35,052	314,820	$ 102,650
030	Mall Maintenance Operations	$ (158,523)	53,000	-	$ (105,523)	$ 60,000	-	60,000	-	-	-	-	$ (45,523)
032	Capital Outlay	$ 1,483,638	-	1,427,290	$ 56,348	$ -	-	-	-	-	-	-	$ 56,348
050	Pavement Fund	$ 13,734	-	-	$ 13,734	$ -	-	-	-	-	-	-	$ 13,734
053	Community Investment Fund	$ 28,507	35,000	35,000	$ 28,507	$ 10,000	-	10,000	10,000	-	-	10,000	$ 28,507
055	Comm. Development Surcharge Fund	$ 166,049	50,000	38,102	$ 177,947	$ 72,000	-	72,000	38,500	-	1,852	40,352	$ 209,595
094	Low Income Housing	$ 3,416,646	700	108,865	$ 3,308,481	$ -	-	-	107,009	-	-	107,009	$ 3,201,472
101	AB109 Task Force Fund	$ 14,127	-	-	$ 14,127	$ -	-	-	-	-	-	-	$ 14,127
108	California Arts Council	$ 4,330	25,000	29,330	$ -	$ -	-	-	-	-	-	-	$ -
109	National Endowment for the Arts	$ 12,614	55,000	59,866	$ 7,748	$ -	-	-	-	-	-	-	$ 7,748
110	Operating Grants	$ (775,907)	3,520,970	2,970,498	$ (225,435)	$ -	-	-	-	-	-	-	$ (225,435)
111	DUI Avoid Campaign	$ 3,056	-	-	$ 3,056	$ -	-	-	-	-	-	-	$ 3,056
119	Office of Comm. Oriented Policing	$ (12,053)	12,053	-	$ 0	$ -	-	-	-	-	-	-	$ 0
120	ABC Alcohol Beverage Control Grant	$ -	-	-	$ -	$ -	-	-	-	-	-	-	$ -
121	American Rescue Plan Act	$ 4,311,740	-	4,311,740	$ (0)	$ -	-	-	11,937	-	-	11,937	$ (11,937)
	Total Special Revenue Funds:	**$ 14,490,434**	**$ 53,852,183**	**$ 54,590,967**	**$ 13,751,651**	**$ 10,075,946**	**201,201**	**10,277,147**	**7,061,934**	**1,814,960**	**1,079,212**	**9,956,107**	**$ 14,072,691**

EXHIBIT "2"
RES. NO. 8318

CITY OF SAN FERNANDO						CITY OF SAN FERNANDO							
FUND NO.	FUND NAME	Actual Beginning Balance July 1, 2023	Adjusted Revenues FY 2023-2024	Adjusted Expenditures FY 2023-2024	Adjusted Ending Balance June 30, 2024	Proposed Revenues FY 2024-2025	Transfers In	Total Resources	Proposed Operating Expenditures FY 2024-2025	Capital Expense	Transfers Out	Total Requirements	Estimated Ending Balance June 30, 2025
Enterprise and Internal Service Funds:													
006	Self Insurance	$ 410,334	3,842,837	4,010,000	$ 243,171	$ 2,300,106	145,000	2,445,106	2,393,179	-	-	2,393,179	$ 295,098
041	Equipment Maintenance/Replacement	$ 934,737	842,025	817,531	$ 959,231	$ 687,308	100,000	787,308	529,682	184,641	-	714,323	$ 1,032,217
043	Facility Maintenance	$ (111,933)	1,855,361	1,743,428	$ -	$ 1,608,000	148,667	1,756,667	1,724,807	-	-	1,724,807	$ 31,860
070	Water	$ 4,023,809	5,750,948	9,147,669	$ 627,088	$ 5,785,000	-	5,785,000	4,212,347	483,430	841,788	5,537,565	$ 874,523
072	Sewer	$ 3,908,052	4,200,729	4,606,148	$ 3,502,633	$ 4,200,000	-	4,200,000	3,026,490	2,737,981	473,728	6,238,199	$ 1,464,434
073	Refuse/Environmental	$ 43,120	-	-	$ 43,120	$ -	-	-	38,000	-	-	38,000	$ 5,120
074	Compressed Natural Gas	$ 104,168	169,000	113,426	$ 159,742	$ 202,750	-	202,750	160,485	-	13,863	174,348	$ 188,144
	Total Enterprise and Internal Service Funds:	**$ 9,312,287**	**$ 16,660,900**	**$ 20,438,202**	**$ 5,534,985**	**$ 14,783,164**	**393,667**	**15,176,831**	**12,084,990**	**3,406,052**	**1,329,379**	**16,820,421**	**$ 3,891,395**
	TOTAL ALL CITY FUNDS:	**$ 34,085,598**	**96,791,298**	**101,588,526**	**$ 29,288,370**	**$ 50,641,195**	**2,868,591**	**53,509,786**	**46,628,216**	**5,326,012**	**2,868,591**	**54,822,820**	**$ 27,975,337**

EXHIBIT "3"
RES. NO. 8318

CITY OF SAN FERNANDO
GOVERNMENTAL, SPECIAL AND PROPRIETARY FUNDS
SUMMARY OF APPROPRIATIONS BY FUND - BY TYPE
FISCAL YEAR 2024-2025

The total budget for Governmental, Special and Proprietary Funds. This summary provides an overview of each fund's budget in each of the four main categories: Personnel, Maintenance and Operating Expenses (M & O), Capital/Transfers, and Internal Service Charges.

	Governmental Funds	Personnel	Operating	Capital Expenses	Internal Svs. Chrg.	Total Budget
001	General Fund	17,750,841	6,978,391	105,000	3,212,060	28,046,292
	Total General Fund	**$ 17,750,841**	**$ 6,978,391**	**$ 105,000**	**$ 3,212,060**	**$ 28,046,292**

	Special Funds	Personnel	Operating	Capital Expenses	Transfers Out	Total Budget
002	SLESF	-	-	-	200,000	200,000
007	Proposition A	71,501	590,609	-	-	662,110
008	Proposition C	-	243,314	350,000	-	593,314
009	Proposition C - Discretionary	-	-	-	-	-
010	Capital Grants	-	-	-	-	-
011	State Gas Tax	-	305,772	-	250,000	555,772
012	Measure R	-	179,938	257,025	-	436,963
013	Traffic Safety	-	-	-	12,500	12,500
014	Cash In-Lieu of Parking	-	-	-	-	-
015	Local Transportation	-	-	37,935	-	37,935
016	AQMD	-	-	-	-	-
017	Recreation Self Sustaining	75,222	151,380	-	-	226,602
018	Retirement	4,829,550	10,000	-	489,580	5,329,130
019	Quimby Act	-	-	-	-	-
020	State Asset Seizure	-	-	-	-	-
021	Federal Asset Seizure	-	-	-	-	-
022	STPL	-	-	-	-	-
023	Measure W	-	12,401	170,000	-	182,401
024	Measure M	-	-	450,000	-	450,000
025	Road Maintenance and Rehab Act	-	-	500,000	-	500,000
026	CDBG	-	-	-	-	-
027	Street Lighting	82,905	147,519	-		230,424
028	Measure H	-	54,837	-	-	54,837
029	Parking and Maintenance Operations	130,968	133,852	50,000		314,820
030	Mall Maintenance Operations	-	-	-	-	-
032	Capital Outlay Fund	-	-	-	-	-
050	Pavement Fund	-	-	-	-	-
053	Community Investment Fund	-	10,000	-	-	10,000
055	Comm. Dev. Surcharge Fund	-	40,352	-	-	40,352
094	Low/Mod Income Housing Fund	32,009	75,000	-	-	107,009
101	AB109 Task Force Fund	-	-	-	-	-
108	California Arts Council	-	-	-	-	-
109	National Endowment for the Arts	-	-	-	-	-
110	Operating Grants	-	11,937	-	-	11,937
111	DUI Avoid Campaign	-	-	-	-	-
119	Office of Comm. Oriented Policing	-	-	-	-	-
120	Alcohol Beverage Control Grant	-	-	-	-	-
121	American Rescue Plan Act Fund	-	-	-	-	-
	Total Special Funds	**5,222,155**	**1,966,911**	**1,814,960**	**952,080**	**9,956,107**

EXHIBIT "3"
RES. NO. 8318

CITY OF SAN FERNANDO
GOVERNMENTAL, SPECIAL AND PROPRIETARY FUNDS
SUMMARY OF APPROPRIATIONS BY FUND - BY TYPE
FISCAL YEAR 2024-2025

	Proprietary Funds	Personnel	Operating	Capital Expenses	Internal Svs. Chrg.	Total Budget
006	Self Insurance Fund	-	2,393,179	-	-	2,393,179
041	Equipment Maint/Replacement	232,772	280,150	184,641	16,760	714,323
043	Facility Maintenance	827,897	718,555	-	178,355	1,724,807
070	Water	2,296,799	2,330,555	483,430	426,781	5,537,565
072	Sewer	830,472	2,468,829	2,737,981	200,918	6,238,199
073	Refuse	-	38,000	-	-	38,000
074	Compressed Natural Gas	36,362	136,063	-	1,923	174,348
	Total Proprietary Funds	**4,224,302**	**8,365,331**	**3,406,052**	**824,737**	**16,820,421**
	Total Citywide Expenditures	**$ 27,197,298**	**$ 17,310,633**	**$ 5,326,012**	**$ 4,988,876**	**$ 54,822,820**

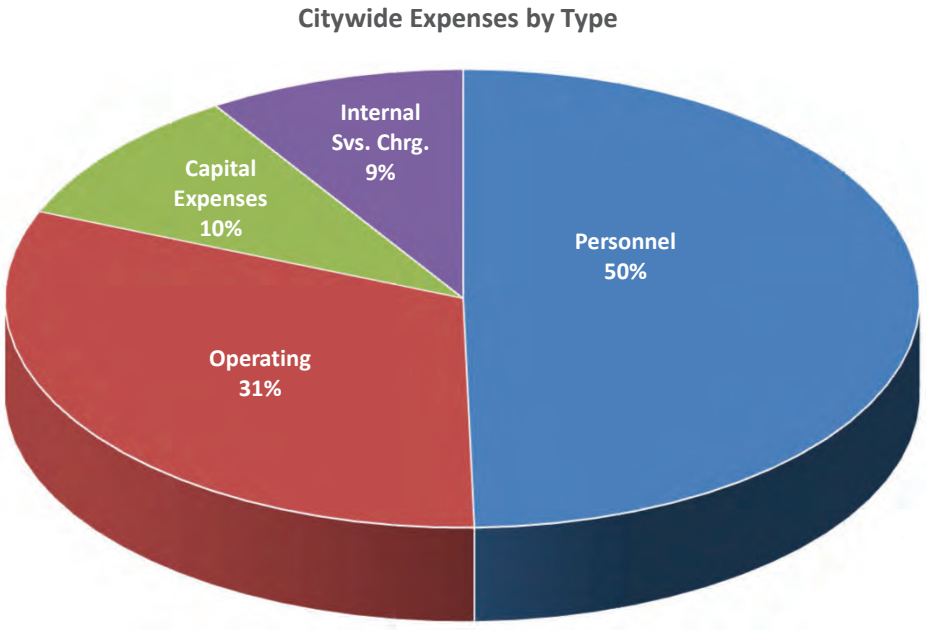


EXHIBIT "4"
RES. NO. 8318

CITY OF SAN FERNANDO
GENERAL FUND
SUMMARY OF REVENUE BY TYPE - 5 YEAR HISTORY
FISCAL YEAR 2024-2025

General Fund Revenue	2021 Actual	2022 Actual	2023 Actual	2024 Adjusted	2025 Proposed
Property Taxes	3,149,176	3,198,090	4,329,484	3,245,000	4,124,081
Sales and Other Taxes	13,141,929	15,404,302	15,704,741	15,684,475	15,671,923
Licenses and Permits	361,279	337,429	506,341	418,500	380,000
Fines and Forfeitures	498,845	433,689	418,240	444,000	425,000
Interest & Rental Income	581,430	65,778	591,106	701,761	705,000
From Other Agencies	2,818,554	2,964,015	3,142,765	2,853,000	3,452,500
Charges for Service	2,047,671	2,110,888	2,034,443	2,311,479	2,689,804
Miscellaneous Revenue	40,621	50,426	50,689	50,500	55,000
Other Revenue	2,272,556	512,186	577,233	569,500	552,500
Total Revenue	**$ 24,912,062**	**$ 25,076,804**	**$ 27,355,041**	**$ 26,278,215**	**$ 28,055,808**

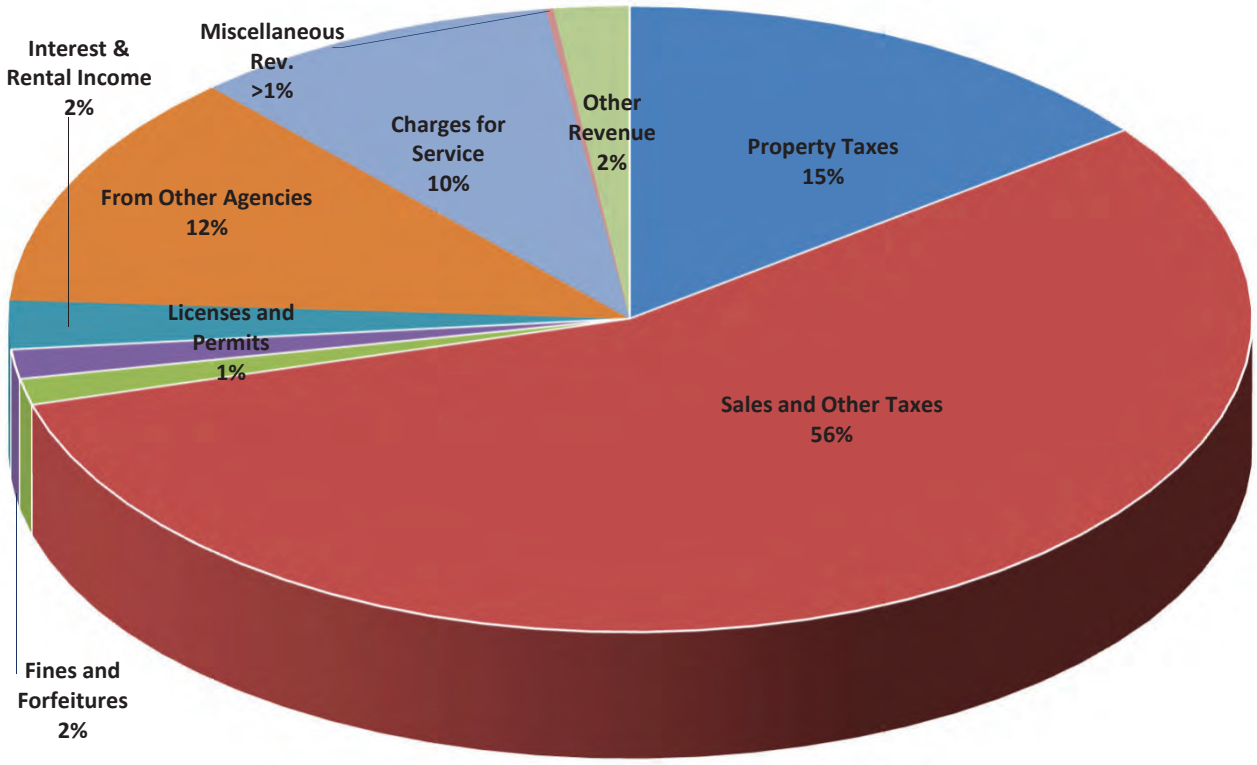


EXHIBIT "5"
RES. NO. 8318

CITY OF SAN FERNANDO
GENERAL FUND
SUMMARY OF APPROPRIATIONS BY DIVISION - BY TYPE
FISCAL YEAR 2024-2025

The total budget for each General Fund division, by department. This summary provides an overview of each division's budget in each of the four main categories: Personnel, Maintenance and Operating Expenses (M & O), Capital/Transfers, and Internal Service Charges.

	CITY MANAGER'S OFFICE	Personnel	Operating	Capital Expenses	Internal Svc. Chrg.	Total Budget
01-101	City Council	154,757	92,500	-	20,832	268,089
01-105	Administration	661,188	32,393	-	76,081	769,662
01-106	Personnel	-	-	-	-	-
01-107	Economic Development	267,609	56,600	-	26,984	351,193
01-110	City Attorney	-	275,625	-	-	275,625
01-112	Labor Attorney	-	-	-	-	-
01-500	Fire Services - Contract	-	3,350,000	-	-	3,350,000
	Total City Manager's Office	**1,083,554**	**3,807,118**	**-**	**123,897**	**5,014,569**

	CITY CLERK	Personnel	Operating	Capital Expenses	Internal Svc. Chrg.	Total Budget
01-115	City Clerk	345,670	37,444	-	43,635	426,749
01-116	Elections	-	63,000	-	-	63,000
	Total City Clerk Department	**345,670**	**100,444**	**-**	**43,635**	**489,749**

	ADMINISTRATIVE SERVICES	Personnel	Operating	Capital Expenses	Internal Svc. Chrg.	Total Budget
01-130	Finance	766,275	214,514	-	103,253	1,084,042
01-133	Human Resources	459,014	56,435	-	70,554	586,003
01-135	Information Technology	182,735	713,719	-	22,357	918,811
01-180	Retirement Health Premiums	1,500,000	-	-	-	1,500,000
01-190	Non-Departmental	448,555	388,978	-	467,418	1,304,951
01-112	Labor Attorney	-	79,375	-	-	79,375
	Total Administrative Services	**3,356,579**	**1,453,021**	**-**	**663,582**	**5,473,182**

	COMMUNITY DEVELOPMENT	Personnel	Operating	Capital Expenses	Internal Svc. Chrg.	Total Budget
01-140	Building and Safety	145,546	298,761	-	20,330	464,637
01-150	Planning/Administration	487,560	50,400	-	43,887	581,847
01-152	Community Preservation	541,215	45,100	-	121,891	708,206
01-155	Low/Moderate Income Housing	146,150	5,500	-	25,196	176,846
	Total Community Development	**1,320,471**	**399,761**	**-**	**211,304**	**1,931,536**

	POLICE	Personnel	Operating	Capital Expenses	Internal Svc. Chrg.	Total Budget
01-222	Police Admin	1,147,002	257,249	-	214,905	1,619,156
01-224	Detectives	813,091	26,116	-	222,825	1,062,032
01-225	Patrol	6,322,046	112,890	-	990,513	7,425,449
01-226	Reserves/Explorers	75,665	13,350	-	23,953	112,968
01-230	Community Service	243,851	315	-	50,478	294,644
01-250	Emergency Services	-	5,250	-	-	5,250
	Total Police Department	**8,601,655**	**415,170**	**-**	**1,502,674**	**10,519,499**

EXHIBIT "5"
RES. NO. 8318

CITY OF SAN FERNANDO
GENERAL FUND
SUMMARY OF APPROPRIATIONS BY DIVISION - BY TYPE
FISCAL YEAR 2024-2025

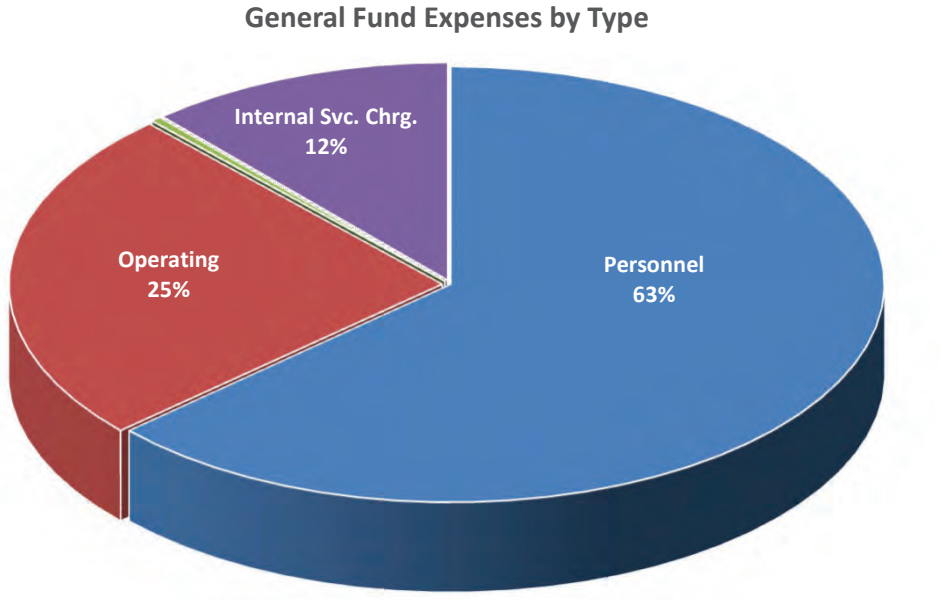
The total budget for each General Fund division, by department. This summary provides an overview of each division's budget in each of the four main categories: Personnel, Maintenance and Operating Expenses (M & O), Capital/Transfers, and Internal Service Charges.

	PUBLIC WORKS	Personnel	Operating	Capital Expenses	Internal Svc. Chrg.	Total Budget
01-310	Administration	549,736	228,727	105,000	72,856	956,319
01-311	Street Maintenance	634,934	151,568	-	177,292	963,794
01-312	Graffiti Removal	46,335	12,520	-	10,273	69,128
01-343	Street Sweeping	-	36,435	-	-	36,435
01-346	Streets, Trees, & Parkways	138,557	10,500	-	23,047	172,104
01-370	Traffic Safety	162,760	87,208	-	81,819	331,787
01-371	Traffic Signals	-	-	-	-	-
	Total Public Works	**1,532,322**	**526,958**	**105,000**	**365,287**	**2,529,567**

	RECREATION & COMM SERVICES	Personnel	Operating	Capital Expenses	Internal Svc. Chrg.	Total Budget
01-420	Administration	296,707	66,617	-	48,414	411,738
01-422	Community Services	351,260	17,450	-	61,291	430,001
01-423	Recreation	708,719	20,173	-	163,754	892,646
01-424	Cultural Arts and Special Events	153,904	171,680	-	28,222	353,806
	Total Recreation & Comm Services	**1,510,590**	**275,920**	**-**	**301,681**	**2,088,191**

TOTAL GENERAL FUND	**$ 17,750,841**	**$ 6,978,391**	**$ 105,000**	**$ 3,212,060**	**$ 28,046,292**

**Excludes Special Revenue and Enterprise Funded expenditures.*



THE CITY OF SAN FERNANDO

Section VI.

Capital Improvement Program Fiscal Year 2024-2025 & Fiscal Year 2025-2026

Capital Improvement Program
Project Status (FY2024-25 and FY2025-26)

Road Infrastructure Projects				
Project Number	**Project Name**	**Program Year**		**Strategic Goals**
		FY2024-25	**FY2025-26**	
0560	Phase 3:Annual Street Resurfacing Project	$2,411,228	TBD	VI.2.a – Street Resurfacing
0560	Phase 4:Annual Street Resurfacing Project	$1,255,208	TBD	VI.2.a – Street Resurfacing
0175	Phase 2: Bus Shelter Project	$313,520	One Time	V.5 – Beautify and Update Bus Stops
0550/0551	Pacoima Wash Bikeway Project	$4,392,491		V.7 – Improve City's Trail Network
0567	Phase 2: Pacoima Wash Bikeway Project	$5,773,530		V.7 – Improve City's Trail Network
0510	Citywide Traffic Signal Synchronization Project	$982,250	One Time	V – Reducing Traffic Congestion
0562	HSIP Cycle 8 Traffic Signal Improvements	$1,721,227	One Time	V – Reducing Traffic Congestion
0847	Carlisle Green Alley Project	$3,482,535		V – Reducing Traffic Congestion, V.3 – Pedestrian-focused Improvements, IV – Water Quality, V1.2.a – Street Resurfacing
0671	Pioneer Park Playground Renovations Project	$447,961		V – Reducing Traffic Congestion, V.3 – Pedestrian-focused Improvements, IV – Water Quality, V1.2.a – Street Resurfacing
0156	Las Palmas Park Revitalization Project	$3,703,261		V – Reducing Traffic Congestion, V.3 – Pedestrian-focused Improvements, IV – Water Quality, V1.2.a – Street Resurfacing
TBD	Sidewalk Repair Project	$500,000	TBD	V – Reducing Traffic Congestion, V.3 – Pedestrian-focused Improvements, IV – Water Quality, V1.2.a – Street Resurfacing
0525	Fixed Route ADA Improvements Project	$833,000	One Time	V – Reducing Traffic Congestion, V.3 – Pedestrian-focused

				Improvements, IV – Water Quality, V1.2.a – Street Resurfacing
TBD	Parking Meter Upgrade Project	$150.000	TBD	V – Reducing Traffic Congestion, V.3 – Pedestrian-focused Improvements, IV – Water Quality, V1.2.a – Street Resurfacing
Water System Projects				
Project Number	**Project Name**	**Program Year**		**Strategic Goals**
		FY2024-25	**FY2025-26**	
0716	Reservoir 4 Replacement Project	$7,702,901	One Time	IV.3 – Water Storage Improvements
0857	Nitrate Treatment System: Well 2A	$6,777,984	TBD	IV.3.e – Continue to use 100% local groundwater supply
TBD	Water Master Plan	$100,000	Every Five years	Water Master Plan Water System Assesment
TBD	Water and Sewer Rate Study	$50,000	Every Five years	Water & Sewer Rate Study
TBD	Lead Service Replacement Program	$50,000	$50,000	Lead Service Replacement Program
TBD	Meter Replacement Program ON GOING	$85,000	$85,000	Meter Replacement Program - ON GOING
TBD	Fire Hydrant Upgrade Program – ON GOING	$50,000	$50,000	Fire Hydrant Upgrade Program – ON GOING
Sewer System Projects				
Project Number	**Project Name**	**Program Year**		**Strategic Goals**
		FY2024-25	**FY2025-26**	
TBD	City-Wide CCTV Project	$150,000	TBD	Sewer Line Monitoring
TBD	Sanitary Sewer Master Plan Project	$250,000	Every Five years	Sewer Study
TBD	Sewer Line Replacement Project	$1,095,000	TBD	Sewer Line Replacement

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Road Infrastructure Program Fiscal Year 2024-2025 & Fiscal Year 2025-2026

DocuSign Envelope ID: 606EBD07-4833-463F-BBC2-50A7FACD6C13

Title: **Phase 3: Annual Street Resurfacing Project**
Program Years: FY2024-25
Strategic Goals: VI.2.a – Street Resurfacing
Project: 0560

SOURCES			
Fund	**Account Number**	**Allocation**	
		FY2023-24 Carryover	**FY2024-25 Funds**
SB1	025-3623-0560	$715,000	$350,000
Measure R	012-3210-0560	$145,000	
Measure M	024-3210-0560	$345,000	
Prop C	008-3210-0000	$200,000	
State Gas Tax	011-3850-0560	$144,242	
Capital Outlay	032-3970-0560	$101,908	
STP-L	022-3664-0560	$159,313	
ARPA	121-3668-3689	$250,000	
Subtotals from previous and new Fiscal Years:		**$2,060,463**	**$350,000**
Total Sources (Phase 3):		**$2,411,228**	

USES		
Activity	**Account Number**	**Cost**
Design	012-311-0560-4600	$59,759
Construction Management	012/032-311-0560-4600	$191,260
Construction – Phase 3 including Optional Work	025/110/024/011-311-0560-4600	$1,800,174
Contingency	008/022-311-0560-4600	$360,035
Total Uses:		**$2,411,228**

Project Description: Phase 3 of the Annual Street Resurfacing Project will focus on approximately two miles of streets that are moderately-to-significantly deteriorated with cracks and potholes, so a more robust three-step slurry seal process will be performed. These are streets that typically require an overlay treatment, which involves cold milling existing asphalt and placement of new asphalt. This three-step process involves multiple layers 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.

Schedule: Construction has been awarded. Construction will begin June/July 2024 and be completed by October 2024.

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Title: **Phase 4: Annual Street Resurfacing Project**
Program Years: FY2024-25
Strategic Goals: VI.2.a – Street Resurfacing
Project: 0560

SOURCES			
Fund	**Account Number**	**Allocation**	
		FY2024-25 Funds	**FY2025-26 (estimated)**
SB1	025-3623-0560	$150,000	$600,000
Measure R	012-3210-0560	$255,000	TBD
Measure M	024-3210-0560	$450,000	TBD
Prop C	008-3210-0000	$350,000	TBD
Pavement Management Fund	050-3800-0000	$13,734	0
Total Sources (FY 2024-25):		**$1,218,734**	

USES		
Activity	**Account Number**	**Cost**
Pavement Design/Construction Management	012/008-311-0560-4600	$265,208
Street Construction	024/025/008/050-311-0560-4600	$863,526
Contingency	008-311-0560-4600	$90,000
Total Uses:		**$1,218,734**

Project Description: The project will consist of 2-Step and 3-Step Slurry Seal treatments. It has yet to be determined the total miles of streets that will be treated.

Schedule: Design phase for the project is expected to begin in August 2024. Bid process expected begin in October 2024 with construction kicking off in January 2025.

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Title: **Phase 2 Bus Shelter Project**
Program Years: FY2024-25
Strategic Goals: V.5 – Beautify and Update Bus Stops
Project: 0175

SOURCES			
Fund	**Account Number**	**Allocation**	
		FY2023-24 Carryover	**FY2024-25 Funds**
FTA 5309 Grant	010-3686-0175	$250,816	$0
Prop C	008-3686-0175	$62,704	$0
Subtotals from previous and new Fiscal Years:		**$313,520**	**$0**
Total Sources:		**$313,520**	

USES		
Activity	**Account Number**	**Cost**
Construction	010-311-0175-4600	$250,816
Match requirement	008-313-0175-4600	$62,704
Total Uses:		**$313,520**

Project Description: The City is using the remainder of FTA funds left over from the Phase 1 Bus Shelter project to upgrade approximately eight (8) bus stops by adding shade structures and other bus stop modifications to improve the quality and comfort of passengers waiting for the bus.

Schedule: Procurement process for contractor will be completed by June 2024. Construction of new shade structures and bus stop improvements will be completed by Spring 2025.

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Title: **Pacoima Wash Bikeway Project**
Program Years: FY 2024-25
Strategic Goals: V.7 – Improve City's Trail Network
Project: 0550/0551/0549/0647

SOURCES			
Fund	**Account Number**	**Allocation**	
		FY2023-24 Carryover	**FY2024-25 Funds**
CMAQ	010-3686-0549	$1,513,000	$0
ATP Cycle 3	010-3686-0550	$973,000	$0
AQMD/MSRC AB2726	010-3686-0551	$354,000	$0
Measure R	012-3210-0551	$398,000	$0
Measure M	024-3210-0551	$217,000	$0
SMMC Grant	010-3686-0647	$937,491	$0
Caltrans Grant (Assemblywoman Luz Rivas)	010-3686-0567	$2,647,432	
Subtotals from previous and new Fiscal Years:		**$7,039,923**	**$0**
Total Sources:		**$7,039,923**	

USES		
Activity	**Account Number**	**Cost**
Construction (Toro)	010/012/024-311-XXXX-4600	$6,172,658
Construction Management (Willdan)	010/012/024-311-XXXX-4600	$777,939
Studio-MLA	010/012/024-311-XXXX-4600	$89,326
Total Uses:		**$7,039,923**

Project Description: Construction of new bike path that extends a 1.34-mile length of the Pacoima Wash within the City of San Fernando, from 4th Street to 8th Street. It will also include a pedestrian/bike bridge over the Pacoima Wash at 8th Street, new fencing, lighting, wayfinding signage, and a bioretention swale.

Schedule: Construction is 85 percent complete. Scheduled to be 100 percent complete in August 2024.

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Title: **Pacoima Wash Connect Bikeway Project (Phase 2)**
Program Years: FY2024-25
Strategic Goals: V.7 – Improve City's Trail Network
Project: 0567

SOURCES			
Fund	**Account Number**	**Allocation**	
		FY2023-24 Carryover	**FY2024-25 Funds**
State Budget Allocation (Assemblywoman Luz Rivas)	010-3656-0567	$5,773,530	$0
			$0
Subtotals from previous and new Fiscal Years:		**$5,773,530**	**$0**
Total Sources:		**$5,773,530**	

USES		
Activity	**Account Number**	**Cost**
Design	010-311-0567-4600	$250,000
Construction Management, Inspections	010-311-0567-4600	$300,000
Construction	010-311-0567-4600	$5,200,000
Contingency	010-311-0567-4600	$780,000
On-Call Engineer Administration	010-311-0567-4600	$23,530
Total Uses:		**$5,773,530**

Project Description: A new bridge along west bank of the Pacoima Wash on Foothill Blvd. between Griswald and Eighth Street; New bikeway along the east bank of the Pacoima Wash from Eighth Street to Foothill Blvd; Solar lights along path; Decorative gate entrances; Landscaping.

Schedule: Procure consultant to design project by October 2024 and complete design by June 2025.

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Title: **Citywide Traffic Signal Synchronization Project**
Program Years: FY2024-25
Strategic Goals: V – Reducing Traffic Congestion
Project: 0510

SOURCES			
Fund	**Account Number**	**Allocation**	
		FY2023-24 Carryover	**FY2024-25 Funds**
Prop C 25% Grant	009-3686-0510	$775,376	$0
Measure M	024-3210-0510	$16,884	$0
Subtotals from previous and new Fiscal Years:		**$792,260**	**$0**
New Funds (FY 24-25)			
Street Lighting Fund	027-3110-0000	$190,000	$0
Subtotals from new funding:		**$190,000**	**$0**
Total Sources:		**$982,250**	

USES		
Activity	**Account Number**	**Cost**
Design (Completed)		$0
Construction Engineering	009/024-371-0510-4600	$95,625
Construction	012/024-371-0510-4600	$853,124
Project Administration	012/024-371-0510-4600	$33,501
Total Uses:		**$982,250**

Project Description: The proposed project will improve the flow of traffic along two major north-south arterials and four major east-west arterials within the City as well as improve the efficiency of LACMTA bus line operations by providing bus improvements that will reduce traffic queuing. The project consists of the synchronization of 35 signalized intersections along the following arterials within the City of San Fernando: Truman Street, Hubbard Street, Maclay Avenue, Glenoaks Boulevard, Brand Boulevard and San Fernando Mission Boulevard.

Schedule: Award construction contract August 2024; begin construction in September 2024; complete project March 2025.

Title: **HSIP Cycle 8 Traffic Signal Improvements**
Program Years: FY2024-25
Strategic Goals: V – Reducing Traffic Congestion
Project: 0562

SOURCES			
Fund	**Account Number**	**Allocation**	
		FY2023-24 Carryover	**FY2024-25 Funds**
HSIP Grant	010-3686-0562	$1,549,176	$0
Measure M	024-3210-0562	$30,481	$0
Measure R	012-3210-0562	$95,000	$0
Total Sources:		**$1,674,657**	

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

Project Description: The project includes the installation of larger signal heads, additional street lighting and protected left turn signal phases where left turns currently exist and all appurtenant work necessary to have a fully functional system. A total of nine intersection form part of this project. The intersections include: First Street at Hubbard Avenue; First Street at N Maclay Avenue; San Fernando Road at N Brand Boulevard; San Fernando Road at N Maclay Avenue; San Fernando Road at Hubbard Avenue; Truman Street at Wolfkskill Street; Truman Street at N Brand Boulevard; Truman Street at N Maclay Avenue and Truman Street at Hubbard Avenue.

Schedule: Design is complete for this project. Expecting to receive E76 from Caltrans by September 2023. Construction contract will be awarded by December 2023. Construction will be completed by Fall 2024.

Title: Carlisle Green Alley Project
Program Years: FY2024-25
Strategic Goals: V – Reducing Traffic Congestion, V.3 – Pedestrian-focused Improvements, IV – Water Quality, V1.2.a – Street Resurfacing
Project: 0847

SOURCES			
Fund	**Account Number**	**Allocation**	
		FY2023-24 Carryover	**FY2025-26 Funds**
CNRA – Urban Greening Grant	010-3683-0847	$3,482,535	$0
Total Sources:		**$3,482,535**	

USES		
Activity	**Account Number**	**Cost**
Design/Construction Management/Inspection	010-310-0847-4260	$400,000
Construction	010-310-0847-4600	$3,082,535
Total Uses:		**$3,482,535**

Project Description: The Carlisle Green Alley project transforms an underutilized alley (Carlisle Street) into a new linear greenspace that provides multiple benefits to residents and fulfills the City's goals for resiliency, climate adaptation, and active transportation. This project will include permeable surfaces for groundwater infiltration, trees and native landscaping, a clear bikeway, bioswales, a dedicated pedestrian pathway, and intersection improvements that encourage more walking and biking trips through San Fernando. The transformation of the alley will also address long-standing issues of blight and neglect often associated with alleys, and provide key connections to activity centers such as parks, churches, schools, and the Downtown San Fernando Mall. The project also delivers on a citywide planning effort to green adjacent public parking lots by installing trees and vegetated bioswales in the parking lot at Carlisle and Pico Streets.

Schedule: Design expected to start in second half of 2023. Construction expected to begin by Fall 2024 and be completed by Summer 2025.

Title: Pioneer Park Playground Renovation Project

Program Years: FY2024-25

Strategic Goals: V – Reducing Traffic Congestion, V.3 – Pedestrian-focused Improvements, IV – Water Quality, V1.2.a – Street Resurfacing

Project: 0671

SOURCES			
Fund	**Account Number**	**Allocation**	
		FY2023-24 Carryover	**FY2025-26 Funds**
Playground Grant	010-3697-0671	$192,905	$0
ARPA	121-3668-3689	$254,961	$0
Total Sources:		**$447,866**	

USES		
Activity	**Account Number**	**Cost**
Design/Construction Management/Inspection		$0
Construction	010/121-423-3643-4600	$447,961
Total Uses:		**$447,961**

Project Description: The Pioneer Park Playground Renovation Project will replace the existing dilapidated play equipment with new ADA accessible inclusive play equipment. In addition, the project will add shading and an outdoor exercise equipment area to the footprint.

Schedule: Currently under design with design to be completed during June 2024. Construction is expected to start in July 2024 and completed in October 2024.

Title: **Las Palmas Park Revitalization Project**
Program Years: FY2024-25
Strategic Goals: V – Reducing Traffic Congestion, V.3 – Pedestrian-focused Improvements, IV – Water Quality, V1.2.a – Street Resurfacing
Project: 0156

SOURCES			
Fund	**Account Number**	**Allocation**	
		FY2023-24 Carryover	**FY2025-26 Funds**
CNRA	010-3692-0156	$3,703,261	$0
Total Sources:		**$3,703,261**	

USES		
Activity	**Account Number**	**Cost**
Design/Construction Management/Inspection	010-422-0156-4600	$0
Construction	010-422-0156-4600	$3,703,261
Total Uses		**$3,703,261**

Project Description: The Revitalization Project includes addition of Multipurpose Athletic Field; (Splash Pad; Tennis/Pickleball Court; Sports Field & Park Lighting.

Renovations of: Play Area; Basketball Court; Baseball Fields; Walking Paths; Picnic Shelters; Outdoor Exercise Equip; Restroom/Concession Bldg.

Schedule: Currently under design with design to be completed during December 2024. Project bid and award will occur January through March 2025. Construction is expected to begin in April 2025 and completed in December 2025.

Title: **City Sidewalk Repair Project**
Program Years: FY2024-25
Strategic Goals: V – Reducing Traffic Congestion, V.3 – Pedestrian-focused Improvements, IV – Water Quality, V1.2.a – Street Resurfacing
Project: 0866

SOURCES			
Fund	**Account Number**	**Allocation**	
		FY2023-24 Carryover	**FY2025-26 Funds**
ARPA	121-3668-3689	$500,000	TBD
TDA Article 3 Funds	015-3695-0866	$37,935	TBD
Total Sources:		**$537,935**	

USES		
Activity	**Account Number**	**Cost**
Design/Construction Management/Inspection	015/121/311-0866-4600	$39,800
Construction Management	121-311-0866-4600	$21,735
Inspect/Labor Compliance/Testing	121-311-0866-4600	$38,600
Construction	121-311-0866-4600	$398,000
Contingency	121-311-0866-4600	$39,800
Total Uses:		**$537,935**

Project Description: There are five options for the Sidewalk Project, meeting the $500,000 budget. All five options include wheelchair and sidewalk repairs on San Fernando Road, from Brand Blvd. and Chatsworth Drive, stemming from claim against the City.

Project Options:

1. School side of O'Melveny Elementary School, San Fernando Elementary School, SF Early Education Center and LA County Court.
2. Both sides of Chatsworth Drive, O'Melveny Elementary School.
3. Both sides of Mott Street and O'Melveny Ave., San Fernando Elementary Schools, SF Early Education Center and O'Melveny Elem. School.
4. LA County Court and Parking lot.
5. Various locations, not including schools or Court.

Schedule: Schedule is pending location identification. Once selected, work will be completed before the end of Fiscal Year 2024-25.

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Title: **Fixed Route ADA Sidewalk Improvements Project**
Program Years: FY2024-25
Strategic Goals: V – Reducing Traffic Congestion, V.3 – Pedestrian-focused Improvements, IV – Water Quality, V1.2.a – Street Resurfacing
Project: 0525

SOURCES			
Fund	**Account Number**	**Allocation**	
		FY2023-24 Carryover	**FY2025-26**
Enhanced Mobility for Seniors Grant (5310)	010-3686-0525	$750,000	$0
STP-L Funds	022-3662/3664/-0000	$83,333	$0
Total Sources:		**$833,333**	

USES		
Activity	**Account Number**	**Cost**
Design	010-311-0525-4600	$30,864
Construction	010-311-0525-4600	$617,284
Construction Contingency	010-311-0525-4600	$61,728
Construction Engineering	022/010-311-0525-4600	$92,593
Project Administration	010-310-0525-4600	$30,864
Total Uses:		**$833,333**

Project Description: The Project is located at and immediately around three main intersections within the City. The three intersections are:

- Seventh Street and Harding Avenue
- Hubbard Street and Truman Street
- Truman Street between Brand Boulevard and Maclay Street

The Project consists of bringing the pedestrian walkways within the stated locations into ADA compliance by making improvements to or installing new curb cuts, sidewalks, accessible pedestrian ramps, wheelchair ramps, drive approaches, and tree parkway.

Schedule: Between July 2024 and September 2024, RFP will be released and construction contract awarded. Construction will begin in October 2024 and is scheduled to complete in January 2025.

Title: **Parking Meter Upgrade Project**
Program Years: FY2024-25
Strategic Goals: V – Reducing Traffic Congestion, V.3 – Pedestrian-focused Improvements, IV – Water Quality, V1.2.a – Street Resurfacing
Project: *Pending CIP Approval*

SOURCES			
Fund	**Account Number**	**Allocation**	
		FY2023-24 Carryover	**FY2024-25 Funds**
Parking and Maintenance Operations	029-3850-0000	$100,000	$50,000
Total Sources:		**$150,000**	

USES		
Activity	**Account Number**	**Cost**
Purchase and Installation of Meters	029-335-XXXX-4600	$150,000
Total Uses:		**$150,000**

Project Description: Upgrade parking meters in Downtown Mall area, and the meters around courthouse that were not upgraded during phase one of the project, to smart meters.

Schedule: Project will kick-off in July 2024.

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Water System Capital Improvement Program

Fiscal Year 2024-2025
&
Fiscal Year 2025-2026

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Title: **Reservoir 4 Replacement Project**
Program Years: FY2024-25
Strategic Goals: IV.3 – Water Storage Improvements
Project: 0716

SOURCES			
Fund	**Account Number**	**Allocation**	
		Carryover from Previous Years	**FY2024-25 Funds**
State of California Funding - DWR	010-3686-0716	$5,000,000	$0
Water Fund	070-3686-0716	$2,702,901	$0
Subtotals from previous and new Fiscal Years:		**$7,702,901**	**$0**
Total Sources:		**$7,702,901**	

USES		
Activity	**Account Number**	**Cost**
DWR Grant Administration Fee	010-385-0716-4600	$200,000
Grant Match Requirement	070-385-0716-4600	$50,000
Design and Specifications	010-385-0716-4600	$545,345
Construction Management	010-385-0716-4600	$427,746
Construction	010/070-385-0716-4600	$5,890,000
Contingency (10%)	010/070-385-0716-4600	$589,000
Total Uses:		**$7,702,091**

Project Description: This project will replace an existing 1MG concrete reservoir with a new 1.1MG rectangular reservoir. The existing Upper Reservoir is a partially buried, circular reinforced concrete reservoir that was damaged due to seismic activity and has been operating at reduced capacity to avoid leakage. Due to this damage, the reservoir needs to be replaced to protect the public from catastrophic failure during major earthquake or natural disaster, provide increased operational flexibility, and effectively meet water demands.

Schedule: Construction is estimated to be completed by late part of June 2024 or early July 2024

Title: **Nitrate Treatment System – Well 2A**
Program Years: FY2024-25 and FY2025-26
Strategic Goals: IV.3.e – Continue to use 100% local groundwater supply
Project: 0857

SOURCES			
Fund	**Account Number**	**Allocation**	
		FY2024-25 Funds	**FY2025-26 Funds**
State Budget Allocation (Senator Robert Hertzberg	010-3686-0857	$0	$7,000,000
Subtotals from previous and new Fiscal Years:		**$0**	**$7,750,000**
Total Sources:		**$7,750,000**	

USES		
Activity	**Account Number**	**Cost**
IX Treatment System – Engineering and Design IX Treatment System for Well 2A	010-385-0857-4270	$500,000
IX Treatment System – Construction for IX Treatment System for Well 2A	010-385-0857-4600	$5,000,000
IX Treatment System – Construction Management for Well 2A	010-385-0857-4600	$500,000
Total Uses:		**$6,000,000**

Project Description: The second phase of the nitrate treatment system at Well 3 will allow for all four wells in the City's water system to operate and ensure resiliency and a consistent water supply. The ion exchange treatment technology is the same that was developed and installed successfully for Well 7A in 2018. The new system will be installed next to the existing Well 7A system. The two systems combined can treat all the water extracted from Well 3 and Well 7A. A new system is planned for Well 2A. This will require system modifications and additional pipe line extensions to allow the use of a blending plan along with the operational treatment system.

Schedule: Well 3 IX Treatment System was completed and fully operational on March 2024. The timeline for installing and implementing a blending plan along with the IX Treatment System for Well 2A is: Design firm on board (by September 2024); Complete design (by January 2025); Secure additional funds based on completed design (by June 2025); Complete construction and system operational - 12-18 months (by December 2026). The Funding needed to complete the Well 2A project will be approximately $2,250,000.

Title: **Water Master Plan and Water Utility Rate Study**
Program Years: FY2024-25 & FY2025-26
Strategic Goals: Infrastructure Improvements Analysis and Assessment
Project: *Pending CIP Approval*

SOURCES			
Fund	**Account Number**	**Allocation**	
		FY2024-25 Funds	**FY2025-26 Funds**
Water Fund	070-3810-0000	$150,000	$0
Total Sources:		**$150,000**	

USES		
Activity	**Account Number**	**Cost**
Develop Water Master Plan	070-385-XXXX-4260	$100,000
Conduct Water Utility Rate Study	070-385-XXXX-4260	$50,000
Total Uses:		**$150,000**

Project Description: The Water Master Plan and Water & Sewer Rate Study will assess and provide a holistic and forward-thinking strategy that outlines the long term vision and actions necessary to manage a community's water resource. It serves as a roadmap for asset owners and utilities to ensure the sustainable use and protection of water sources. Through the use of computer modeling and field data, the master plan covers the entire distribution system, provides a comprehensive overview of the system functions, and includes where improvements are needed based on assessments of the system's capacity and reliability. It will evaluate hydraulic performance and capacity, evaluate the City's water storage and source of supply, and recommend a proactive and manageable utility capital improvement program for the next 10 years. Previous Water Master Plan was conducted in 1969. Water Utility Standards recommends a Water Master Plan be conducted every 10 years.
The Water and Sewer Rate Study will allow the opportunity to evaluate the current set rates to help set a baseline rate adjustments if needed to help sustain the water system and its future capital infrastructure needs.

Schedule: Starting July 2024 will be the RFP process and once awarded the completion of these studies and reports are anticipated to be completed by January 2025.

Title: **Lead Service Line Replacement Program**
Program Years: FY2024-25 and FY2025-26
Strategic Goals: Public Health - Replace lead service lines with copper lines to meet the State Drinking Water Requirements and EPA's 2021 LCRR Rule to help minimize health concerns related to lead.
Project: *Pending CIP Approval*

SOURCES			
Fund	**Account Number**	**Allocation**	
		FY2024-25 Funds	**FY2025-26 Funds**
Water Fund	070-3810-0000	$50,000	$50,000
Total Sources:		**$100,000**	

USES		
Activity	**Account Number**	**Cost**
New On Going Program to replace lead service lines	070-385-XXXX-4260	$100,000
Total Uses:		**$50,000**

Project Description: Replace lead service lines with copper lines to meet the State Drinking Water Requirements and EPA's 2021 LCRR Rule to help minimize health concerns related to lead exposure.

Schedule: New EPA LCRR Rule effective date is October 16, 2024 requiring Water utilities to provide the State with an inventory list of all service line and houseline material inventory. Staff has completed the distribution section phase 1 and is currently working on houseline customer side pipeline material list to be completed before October 2024 completing phase 2. Phase 3 the replacement of identified lead service lines will begin November. 2024 and continue until all lead lines have been replaced. Deadline to complete all replacements is 10 years (i.e. October 2034).

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Sewer System Capital Improvement Program

Fiscal Year 2024-2025
&
Fiscal Year 2025-2026

Title: **City-Wide CCTV Project**
Program Years: FY2024-25 & FY2025-26
Project: *Pending CIP Approval*

SOURCES			
Fund	**Account Number**	**Allocation**	
		FY2024-25 Funds	**FY2025-26 Funds**
Sewer Capital Fund	072-3745-0000	$150,000	$20,000
Total Sources:		**$170,000**	

USES		
Activity	**Account Number**	**Cost**
Cleaning/Video/Data Analysis Report	072-365-XXXX-4600	$170,000
Total Uses:		**$170,000**

Project Description: A Citywide cleaning, videoing of all sewer lines (40 miles) in the City. All video will be reviewed and a report will be developed based on findings. This is a required prerequisite before conducting the sanitary sewer master plan.

Schedule: RFP for services will be sent out in August 2024.

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Title: Sanitary Sewer Master Plan Project
Program Years: FY2024-25 & FY2025-26
Project: *Pending CIP Approval*

SOURCES			
Fund	**Account Number**	**Allocation**	
		FY2024-25 Funds	**FY2025-26 Funds**
Sewer Capital Fund	072-3745-0000	$250,000	Every Five Years
Total Sources:		**$250,000**	

USES		
Activity	**Account Number**	**Cost**
Develop Sanitary Sewer Master Plan	072-365-0000-4260	$250,000
Total Uses:		**$250,000**

Project Description: State Requirement. Update the City's sanitary sewer master plan; last done in 2015. State requires plan to be updated every five years. Plan is also a requirement prior to conduct a utility user fee process.

Schedule: RFP will be sent out once CCTV project has been complete; estimated early 2025.

Title: **Sewer Line Replacement Project**
Program Years: FY2024-25 & FY2025-26
Project: *Pending CIP Approval*

SOURCES			
Fund	**Account Number**	**Allocation**	
		FY2024-25 Funds	**FY2025-26 Funds**
Sewer Capital Fund	072-3745-0000	$1,095,000	$1,095,000
Total Sources:		**$1,095,000**	

USES		
Activity	**Account Number**	**Cost**
Design and Specifications	072-365-0000-4260	$250,000
Construction Management	072-365-0000-4600	$65,000
Construction	072-365-0000-4600	$650,000
Contingency (15%)	072-365-0000-4600	$97,500
On-Call Engineer Review (5%)	072-365-0000-4600	$32,500
Total Uses:		**$1,095,000**

Project Description: Replacement of sewer lines.

Schedule: TBD (If Necessary)

EXHIBIT "7"
RES. NO. 8318

CITY OF SAN FERNANDO
SUMMARY OF BLANKET PURCHASE ORDERS
FISCAL YEAR 2024-2025
BLANKET ORDER

VENDOR NAME	NOT TO EXCEED	SUMMARY OF GOODS TO BE PROVIDED UNDER BLANKET PURCHASE ORDER
3G SIGNS	50,000	PRINTED FORMS, SIGNS & MATERIALS
ADVANCED AUTO REPAIR	100,000	VEHICLE REPAIR AND BODY WORK
AG LAWNMOWER SHOP	25,000	SMALL EQUIPMENT AND REPAIRS
ALL STAR ELITE SPORTS	25,000	UNIFORMS-RCS SPORTS PROGRAMS
AQUA-METRIC SALES COMPANY	50,000	WATER METERS, FIRE SERVICE MATL'S & LINES
ARROYO BUILDING MATERIAL	25,000	MISC LOCAL HARDWARE SUPPLIES
BADGER METER, INC	100,000	WATER METERS, FIRE SERVICE MATL'S & LINES
CARGILL INCORPORATED	350,000	NSF CERTIFIED BULK SALT FOR THE ION EXCHANGE
CDW GOVERNMENT, INC.	50,000	TECHNOLOGY EQUIPMENT
CLEAN ENERGY	50,000	MAINT. & REPAIRS FOR CNG STATION
COOPER HARDWARE	25,000	MISC SUPPLIES
CORE & MAIN LP	125,000	WATER METERS, FIRE SERVICE MATL'S & LINES
DELL MARKETING L.P.	75,000	TECHNOLOGY EQUIPMENT
DOOLEY ENTERPRISES INC	25,000	AMMUNITION
DUTHIE POWER SERVICES INC	30,000	GENERATOR MAINTENANCE AND REPAIRS
FERGUSON WATER WORKS	125,000	WATER METERS, FIRE SERVICE MATL'S & LINES
GRAINGER INC	75,000	SUPPLIES FOR BLDG AND LANDSCAPE PROJECTS
H & H WHOLESALE PARTS	25,000	VARIOUS TYPES OF BATTERIES FOR CITY FLEET
IRRIGATION EXPRESS	25,000	MISC IRRIGATION SUPPLIES
KEYSTONE UNIFORM DEPOT	25,000	POLICE UNIFORMS
MACKAY METERS INC	25,000	PARKING METER PARTS & EQUIP
MCCALLA COMPANY	25,000	LIVESCAN SUPPLIES
NATIONAL READY MIXED CONCRETE COMPANY	25,000	CONCRETE FOR STREETS AND SIDEWALKS
O'REILLY AUTOMOTIVE STORES INC	30,000	VEHICLE SVC MAINT/REPAIR MATL'S & SUPPLIES
PRO FORCE LAW ENFORCEMENT	25,000	TASERS, HOLSTERS & ACCESSORIES
PROFESSIONAL PRINTING CENTER	50,000	PRINTED FORMS
ROYAL INDUSTRIAL SOLUTIONS	30,000	ELECTRICAL PARTS AND MATL'S
ROYAL PAPER CORPORATION	25,000	JANITORINAL SUPPLIES
S & J SUPPLY CO. INC	50,000	FIRE HYDRANT & METER INSTALLATION MATERIALS
SHI INTERNATIONAL CORP	50,000	TECHNOLOGY EQUIPMENT
SUNBURST UNIFORMS	25,000	POLICE UNIFORMS
THE GOODYEAR TIRE & RUBBER CO DBA JUST TIRES	25,000	TIRES FOR CITY FLEET
ULTRA GREENS, INC	25,000	GENERAL LANDSCAPE SUPPLIES & MATERIALS
UNIFORM & ACCESSORIES	25,000	POLICE UNIFORMS
USA BLUE BOOK	25,000	MISC WATER SUPPLIES
VALLEY LOCKSMITH	30,000	LOCKSMITH SUPPLIES & SERVICES
VULCAN MATERIALS COMPANY	30,000	UTILITY TRENCH AND POTHOLE REPAIR
ZUMAR INDUSTRIES INC	75,000	SIGNS AND MATERIALS

ATTACHMENT "C"

RESOLUTION NO. 7766

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, RESCINDING RESOLUTION NO. 7653 AND ESTABLISHING AN UPDATED BUDGET POLICY

WHEREAS, it is fiscally responsible to adopt policies to guide short and long-term planning of resources;

WHEREAS, the City Council sets the City's fiscal priorities in the form of an annual budget;

WHEREAS, the City Council desires to enhance financial accountability and transparency to residents, customers, and the community-at-large;

WHEREAS, a formal Budget Policy enhances accountability and transparency by defining the annual budget process and setting standards for developing the budget as an effective policy document, financial plan, operations guide, and communications tool; and

WHEREAS, it is best practice to periodically review and update City policies and procedures to ensure they remain current and relevant.

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

Section 1. The City Council hereby rescinds Resolution number 7653.

Section 2. The City Council hereby establishes the Budget Policy, attached hereto as Exhibit "A" and incorporated herein by this reference.

PASSED, APPROVED, AND ADOPTED this 5th day of December, 2016.

Robert C. Gonzales, Mayor

ATTEST:

Elena G. Chávez, City Clerk

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

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 5th day of December, 2016, by the following vote to wit:

AYES: Gonzales, Fajardo, Lopez, Soto – 4

NOES: None

ABSENT: Ballin – 1

Elena G Chávez
Elena G. Chávez, City Clerk

CITY OF SAN FERNANDO		POLICY/PROCEDURE
NUMBER		SUBJECT BUDGET POLICY
ORIGINAL ISSUE 11/03/2014	EFFECTIVE 11/03/2014	
CURRENT ISSUE 12/05/2016	EFFECTIVE 12/05/2016	CATEGORY FINANCE
SUPERSEDES		

Section 1. Purpose.

To demonstrate the City's commitment to financial accountability and transparency by defining the annual budget process and setting standards for developing the budget as an effective policy document and communication tool.

Section 2. Statement of Policy.

The Annual Budget, as adopted by the City Council, establishes the total appropriation provided for each City Department's operations. Expenditures may not exceed budgeted appropriations at the Department level within a fund. Budgeted appropriations are legally limited to the amount authorized by the City Council for each fund in the Annual Budget document, plus supplemental or increased appropriations individually approved by the City Manager or City Council.

In addition to setting the legal expenditure limit, the Annual Budget sets forth a strategic resource allocation plan that addresses the City Council's Strategic Goals. The Annual Budget is a policy document, financial plan, operations guide, and communication device all in one. To that end, an effective Annual Budget document:

- Determines the quality and quantity of City programs and services for the upcoming fiscal year;
- Details expenditure requirements and the estimated revenue available to meet those requirements;
- Aligns the activities of individual City Departments with the City Council's goals and priorities;
- Sets targets and provides a means of measuring actual accomplishments against goals; and
- Serves as a communication device to promote the City's vision and direction, fiscal health and vitality, and the value the public is getting for its tax dollars.

Through the Annual Budget document, the City demonstrates financial accountability to residents, customers, and the community-at-large. Additionally, the Annual Budget provides the legal authority for expenditures and a means for control of municipal operations throughout the fiscal year. Accordingly, the City's Code mandates that a budget be adopted by Resolution on or before July 20th of each fiscal year (Chapter 2, Article VI, Division 2, Section 2-648). However, if the budget is not adopted by July 1st, a Continuing Budget Resolution must be adopted to provide legal spending authority through July 20th (see Section 3.C. Budget Preparation and Adoption).

The budget development process provides Department Heads with an opportunity to justify departmental work programs, propose changes in services, and recommend revisions in organizational structure and work methods. It also enables the City Manager to review City operations and make appropriate recommendations to the City Council.

Presentation of the City Manager's proposed budget to the City Council provides an opportunity to explain City programs and organizational structures. It also allows the City Council to judge the adequacy of the proposed operating programs, determine basic organizational and personnel staffing patterns, and establish the level of City services to be rendered with the available

resources.

In order to accomplish these objectives, the Annual Budget combines a detailed explanation of estimated financial resources for the ensuing fiscal year with proposed expenditures, supported by sufficient information on the proposed programs and activities to assess the appropriateness of the recommended levels of services.

A. Structurally Balanced Budget

The City strives to adopt a balanced budget in which recurring operating revenue is equal to, or exceeds, recurring operating expenditures. In the event a balanced budget is not attainable, and the cause of the imbalance is expected to last for no more than one year, the planned use of contingency reserves to balance the budget is permitted. In the event a budget shortfall is expected to continue for more than one year, the planned use of contingency reserves should only be used as a temporary stop-gap measure and a broader strategic financial plan should be developed to close the gap through revenue increases and/or expenditure decreases.

The City will avoid the use of one time revenues to fund ongoing operations. One-time revenue may be appropriated to bridge short-term gaps in available resources and to pay off loan balances.

B. The Operating Budget, Capital Budget, and Capital Improvement Plan

The Annual Budget document contains information about the City's operating and capital programs for a particular fiscal year. Typically, when one refers to the City's Annual Budget, the meaning is the combination of the operating and capital budgets. The operating budget details the funding for the day-to-day operations and obligations of the City for a particular fiscal year including, but not limited to, employee salary and benefit costs, utility expenses, office expenses and building maintenance costs. The capital budget details planned expenditures for the same fiscal year to construct, maintain, or improve the City's capital assets.

The Capital Improvement Plan (CIP) is a separate multi-year planning document that details planned expenditures on capital projects. Capital projects include, but are not limited to, street and alley maintenance, construction or renovation of municipal buildings, improvements to recreation centers and playgrounds, and water main and sewerage system replacement. The CIP connects planned capital project expenditures to the financial resources to be used to fund the project and identifies the timeframe in which both the financing and work will take place. Capital improvement projects typically carry considerable future impact, meaning, they have a life span of at least five years or more. Consequently, they may be financed over a longer period of time in order to equitably spread the cost of the project across generations of users. Due to long-term nature of the CIP and potentially complex nature of capital project financing, the CIP may be presented in a separate document.

Most expenditures found in the current year of the CIP are included in the Annual Budget's capital expenses or capital outlays component. However, certain projects for which funding is not yet secure, or planning is not complete, are budgeted through supplemental appropriations during the fiscal year. Additionally, debt-financed projects are typically reflected twice in the Annual Budget; first as an original capital expenditure from the proceeds of the debt, and second as payments of principal and interest over a number of years.

C. Basis of Budgeting

To be consistent with accounting principles and the City's financial statements, the City uses the modified accrual basis for budgeting[1] for all General, Special Revenue, Debt Service, and Capital Projects Funds. Exceptions are as follows:

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[1] This means that revenues are recognized when they become both measurable and available. Measurable means the amount of the transaction can be determined and available means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. Expenditures are recorded when liabilities are incurred, except that principal and interest payments on long-term debt are recognized as expenditures when due.

- Capital expenditures within the Enterprise Funds are recorded as assets on an accounting basis but are shown as expenditures on a budgetary basis.
- Depreciation of capital assets and amortization of various deferred charges are recorded on an accounting basis only.
- Principal payments on long-term debt within the Enterprise Funds are applied to the outstanding liability on an accounting basis but are shown as expenditures on a budgetary basis.

Section 3. Procedure.

The procedures for public hearing, budget adoption, budget appropriations, amendments, and transfers, shall be as specified in the City of San Fernando City Code, Chapter 2, Article VI, Division 2, Section 2-646 through Section 2-651.

The City of San Fernando's fiscal year begins each July 1st and concludes on June 30th. In accordance with fundamental democratic principles, the City embraces the notion and practice of citizen participation, especially in key planning and resource allocation activities. Therefore, the development of the budget process begins early in the prior fiscal year to ensure adequate planning and community input into that planning. Departments obtain citizen input through Council, Committee and Commission meetings, public hearings, study sessions, and other forms of written and oral communication. Additional methods for soliciting general, or targeted, public input may be implemented as directed by the City Council or City Manager.

The development of the Annual Budget is comprised of three distinct phases:

1. Strategic Planning and Program Assessment;
2. Budget Directive and Departmental Submittal; and
3. Budget Preparation and Adoption.

A. Strategic Planning and Program Assessment

Strategic Planning is a process that brings into alignment the community's priorities and needs, City Council goals and priorities, and City operations. The City Council's strategic goals and priorities are used as a roadmap to realize the community vision through building a budget that effectively utilizes City resources.

Program Assessment is designed to elicit evaluation of current service delivery efforts, as well as to provide baseline and performance information on the services (activities) that a Department currently provides. Program Assessment is conducted around five main critical questions:

1. ***What*** service does the program provide?
2. ***Why*** does the City provide the service?
3. ***How*** is the service provided?
4. ***How Well*** is the service provided? and
5. What is the ***Impact*** of the program on the community?

Program Assessment is a critical component of the budget Development process. Before focusing on dollars, Departments should focus on these questions and engaged in linking past assumptions and decisions with current issues.

B. Budget Directive and Departmental Submittal

The City Manager establishes a Budget Directive based on short and long-term financial and organizational goals. Budget kickoff begins in March with a meeting attended by the City Manager, Finance Director, Department Heads, and key staff from the Finance Department. Policy directives, general budgeting guidelines, and the technical and procedural aspects of preparing the budget are discussed. The Budget Preparation Packet that provides the information necessary to prepare the budget documents in an accurate and timely manner is distributed. Departments have approximately one month to prepare their budgets based on the City Manager's Budget Directive.

A City Manager Review is then conducted to provide each department with the opportunity to present an overview of their proposed budget, including increases, reductions, and/or other significant budgetary changes. The purpose of the City Manager Review is to finalize decisions regarding departmental budget requests and to discuss other outstanding issues.

C. Budget Preparation and Adoption

Once the City Manager Reviews have taken place and all departmental budget issues are resolved, the Finance Department prepares the City Manager's Proposed Budget. The Proposed Budget includes changes made subsequent to the City Manager Reviews and any other City Manager-directed changes.

The City Manager presents the Proposed Budget to the City Council in one or more workshop study sessions, typically held in May. Although public comment is welcome throughout the workshop study sessions, a specially designated Public Hearing is expressly held for public participation. Subsequent to the Public Hearing, the City Manager will ask the City Council to adopt the Annual Budget with any necessary revisions made between the time of the publication of the Proposed Budget and the date of adoption. The Annual Budget is effective July 1st, and the printed document is available within ninety (90) days of budget adoption.

The City's Code mandates that a budget be adopted by Resolution on or before July 20th of each fiscal year (SFCC Sec. 2-648). However, the City's fiscal year ends on June 30th (SFCC Sec. 2-646) and all appropriations expire at the end of the fiscal year (SFCC Sec. 2-649). Consequently, in the event budget discussions extend beyond June 30th, City Council must adopt a resolution approving funding operations until the final budget is adopted.

D. Adjustments to the Adopted Budget

Per the City's Code, the City Manager shall be responsible for the administration of the Annual Budget after its final adoption, shall keep the City Council fully advised at all times of the financial condition and needs of the City, and make such recommendations as (s)he deems necessary. In order to accomplish this mandate, the City Manager annually presents a mid-year fiscal review to the City Council, typically held between January and March. This review includes needed adjustments to the Adopted Budget that have been identified by staff since budget adoption.

The City Council may, at any regular or special meeting, amend or supplement the Annual Budget by motion adopted by three affirmative votes authorizing the transfer of unused balances appropriated for one purpose to another purpose or to appropriate available funds not included in the budget.

Sec. 2-651 of the City Code authorizes the Finance Director to transfer budget amounts within salary accounts and within Maintenance and Operations accounts at his/her discretion. Budget transfers between funds, departments or divisions, transfers affecting assets and transfers between capital outlay accounts shall first be approved by the City Council. The City Council may confer additional administrative transfer authority to the City Manager, Finance Director, or other designee, within the adopted budget resolution provided the amount of the transfer does not exceed the adopted budget, plus supplemental or increased appropriations approved by the City Manager or City Council. Transfers requiring City Council approval shall be submitted as agenda items and approved in accordance with the City Code Section 2-650. City Council approval is also required for all transfers from un-appropriated fund balances or contingency reserves.

E. Carryover Appropriations

The City's Code states that all appropriations unexpended or unencumbered at the end of each fiscal year shall expire and revert to the un-appropriated fund balance for the fund from which it was appropriated. Any unexpended encumbering funds from the next preceding fiscal year shall likewise expire and revert to the respective fund balances if they have not been fully expended prior to the end of the accrual period. The City Council may authorize the City Manager, Finance Director, or other designee, to carryover appropriations for unexpended account balances required to complete approved capital projects within the adopted budget resolution.

F. Appropriated Reserve

The City Council may appropriate a certain amount of funding to be used as a contingency for unanticipated, non-emergency needs that are identified during the fiscal year. The Appropriated Reserve may be used to alleviate unanticipated expenditures, revenue shortfalls due to an unexpected economic slowdown or recession, or to fund one-time, high priority programs/activities. The amount budgeted as Appropriated Reserve is subject to City Council approval and requires no maximum or minimum appropriation in any given year.

The City Manager shall approve the use of Appropriated Reserves in accordance with all applicable City policies. Upon approval by the City Manager, the Finance Department is authorized to transfer funds from the Appropriated Reserve account to the appropriate operating account, if applicable, without additional City Council approval. Funds that are not expended in a particular fiscal year will be returned to the General Fund's Unappropriated Reserve and may then be re-appropriated in the subsequent year.

G. Non-budgeted Funds and Accounts

The City Council does not adopt appropriations in Fiduciary Funds and accounts. Fiduciary Funds are used to account for assets held in trust by the government for the benefit of individuals or other entities and include, but are not limited to, the Successor Agency to the San Fernando Redevelopment Agency.

Fiduciary accounts are used within various funds to track customer deposits or other pass through monies that are held by the City until they are either refunded or paid to another entity on behalf of the customer. These are typically recorded in liability accounts on the City's Balance Sheet.

H. Proposition 4 (Gann) Appropriation Limit

Article XII-B of the California Constitution was added by the November 1979 passage of the Gann Initiative. This legislation mandated that California Cities must compute an appropriation limit, which places a ceiling on the total amount of tax revenues that the City can appropriate annually. The legislation also provides that the governing body shall annually establish its appropriations limit by resolution.

The appropriations limit is calculated by determining appropriations financed by proceeds of taxes in the 1978-1979 base year and adjusting the limit each subsequent year for changes in the cost of living and population. This Appropriation Limit is the maximum limit of proceeds from taxes the City may collect or spend each year. Budgeted appropriations are limited to actual revenues if they are lower than the limit. The Appropriations Limit may be amended at any time during the fiscal year to reflect new data.

I. Reference

City of San Fernando City Code, Chapter 2, Article VI, Division 2, Section 2-646 through Section 2-651.

Section 4: Exceptions

There will be no exceptions to this procedure, except as may be approved by the City Council.

Section 5. Authority.

By order of City Council Resolution No. 7766 adopted by the City Council on December 5, 2016.

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Mary Mendoza and Councilmembers

From: Nick Kimball, City Manager
By: Erika Ramirez, Director of Community Development

Date: January 6, 2025

Subject: Consideration to Approve a First Amendment to the Professional Services Agreement with Rincon Consultants Inc., for On-Call Planning Services

RECOMMENDATION:

It is recommended that the City Council:

a. Approve a First Amendment to the Professional Services Agreement ("PSA") with Rincon Consultants, Inc ("Rincon") (Attachment "A" – Contract No. 2245(a)) to increase the annual maximum compensation from $100,000 to $150,000 for on-call planning services; and

b. Authorize the City Manager, or designee, to make non-substantive changes and execute the Amendment and all related documents.

BACKGROUND:

1. On December 7, 2023, the Community Development Department issued a Request for Proposal ("RFP") for On-Call Professional Planning and Environmental Review Pursuant to the California Environmental Quality Act (CEQA) Services.

2. On April 2, 2024, the City Council approved Professional Services Agreements with seven (7) on-call professional planning consulting firms.

3. On May 7, 2024, a Notice to Proceed was issued to Rincon Consultants Inc., to create a landscape ordinance.

4. On May 23, 2024, a Notice to Proceed was issued to Rincon Consultants Inc., for on-site contract planning services.

ANALYSIS:

The Community Development Department requires the services of consulting firms on an on-call, as needed basis to assist in specialized areas of the planning field, such as in architecture and design; mapping; evaluating, analyzing and amending municipal codes, zoning codes, development standards; developing policy documents; and recommending implementation procedures for planning and land use related to enacted state legislation. At times, temporary staff augmentation services are also needed to assist with processing planning applications to meet statutory deadlines. This type of staff augmentation is beneficial as it allows the City to quickly scale services up and down based on the level of development activity in the City, which can vary widely.

The City Council's approval on April 2, 2024, authorized staff to utilize the prequalified list of firms to obtain specific project proposals when in need and within the department's annual budget. The process in which a firm is selected begins with the Community Development Department issuing a "Call for Service" to all firms in the needed category of service. Then proposals received are reviewed for the firm's approach, availability, experience, cost and proposed timeline. A firm is selected and a "Task Order" is created that includes a description of service and any other pertinent details such as terms, timeline, budget, location, etc. Once all necessary details are confirmed, a "Notice to Proceed" is issue to the selected firm to begin the work.

On March 14, 2024, a Call for Service was issued to all staff recommended on-call firms to assist with all potential planning projects for FY2023-2024 and FY2024-2025. The Call for Service included reorganizing the zoning code; amending specific sections of the zoning code; creating internal policies for review and monitoring of housing projects; creating and implementing a mixed-use overlay and amending the SP-5 land use map to extend certain overlays; updating the Accessory Dwelling Unit (ADU) section of the zoning code and creating an ADU Program to comply with Assembly Bill (AB) 1332; creating residential and mixed use objective design standards and updating City-wide landscape standards.

Rincon Consulting Inc. was selected through the process described above to amend the zoning code pertaining to landscape standards.

Rincon Consulting Inc., was the only firm on the on-call list that has a planner at an Associate level or above available to provide on-site contract planning services for a limited term.

Utilizing consultants allows for the timely completion of complex time sensitive planning tasks or to process projects as needed. Staff has engaged Rincon Consultants Inc., to complete the long-standing work plan item of establishing a landscape ordinance that establishes state compliant landscape standards, prohibits artificial turf and implements the Urban Forest Management Plan. In addition, to ensure major development projects are moved forward in a timely manner. The Community Development Department has sufficient funding for the two projects identified above. Council's action will allow for only the increase in contract authority.

BUDGET IMPACT:

Projects initiated in Fiscal Year 2023-2024 are allowed to be carried over and re-budgeted in the Fiscal Year 2024-2025 Budget pursuant the Adopted Budget Resolution (Attachment "B") and the City's Budget Policy (Attachment "C"). In turn, sufficient funding is included in the Community Development Department budget to fund this increased contract authority.

CONCLUSION:

It is recommended that the City Council approve a First Amendment to the Professional Services Agreement ("PSA") with Rincon Consultants Inc. (Attachment "A" – Contract No. 2245 (a)) for on-call planning services to increase the annual maximum compensation from $100,000 to $150,000.

ATTACHMENTS:

A. Contract No. 2245(a), including:
   Exhibit "A": Contract 2245
B. Resolution No. 8318 – Fiscal Year 2023-2024 Adopted Budget
C. Resolution No. 7766 – City Budget Policy

ATTACHMENT "A"
CONTRACT NO. 2245(a)

2025

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

(Engagement: On-Call Planning Services)

(Parties: Rincon Consultants, Inc and City of San Fernando)

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT ("First Amendment") to that certain agreement entitled "Professional Services Agreement – On-Call Planning Services", Contract No. 2245 (the "Master Agreement") by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and RINCON CONSULTANTS, INC (hereinafter, "CONSULTANT") is made and entered into this 6th day of January, 2025. For the purposes of this First Amendment, the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably, as appropriate.

RECITALS

WHEREAS, the Master Agreement was approved by the San Fernando City Council at its Regular Meeting of April 2, 2024, under Agenda Item No. 3 and executed on May 7, 2024 (A true and correct copy of the Master Agreement is attached and incorporated hereto as Exhibit "A"); and

WHEREAS, the Parties now wish to modify the maximum compensation by increasing the not-to-exceed to **ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000)** during each of the five (5) fiscal years for the total term of the Agreement.

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

SECTION 1. Replacing Section 1.4. as follows:

> CONSULTANT shall perform the Services in accordance with the CONSULTANT's Proposal Cost Sheet and Rates" which is attached and incorporated hereto as **Exhibit "C"** (hereinafter, the "COMPENSATION RATE"). The foregoing notwithstanding, CONSULTANT's total compensation may not exceed the annual sum of **TWO HUNDRED THOUSAND DOLLARS ($150,000)** per fiscal year during each of the five (5) years encompassed by this Agreement (hereinafter, the "Fiscal Year Not-to-Exceed Sum"). CONSULTANT's total compensation during the extended five (5) year Term of this Agreement shall not exceed the Not-to-Exceed Sum unless such added expenditure is first approved by the City Council. In the event CONSULTANT's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of this Agreement, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of

the Not-to-Exceed Sum or any other CITY approved amendment to the compensation terms of this Agreement.

SECTION 2. Except as otherwise set forth in this First Amendment, the Master Agreement shall remain binding, controlling and in full force and effect. The provisions of this First Amendment shall be deemed a part of the Master Agreement and except as otherwise provided under this First Amendment, the Master Agreement and all provisions contained therein shall remain binding and enforceable. In recognition of the foregoing, the Parties acknowledge and agree that CONSULTANT shall continue provide the services and tasks described in the Scope of Services in accordance with the schedule of rates and charges referred to as the COMPENSATION RATE under Section 1.4 of the Master Agreement. In the event of any conflict or inconsistency between the provisions of this First Amendment and the provisions of the Master Agreement, the provisions of this First Amendment shall govern and control, but only to the extent of the conflict or inconsistency and no further.

SECTION 3. The Master Agreement as amended by way of this First Amendment, constitutes the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Amendment. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein or in the Master Agreement shall be valid or binding. No further amendment, modification or supplement to the Master Agreement as amended by way of this First Amendment shall be valid and binding unless in writing and duly executed by the Parties in the form of a written contract amendment.

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

CITY OF SAN FERNANDO:

By:_____
Nick Kimball, City Manager

Date:_____

RINCON CONSULTANTS, INC:

By:_____

Name:_____

Title:_____

Date:_____

APPROVED AS TO FORM:

By:_____
Richard Padilla, City Attorney

Date:_____

2024
PROFESSIONAL SERVICES AGREEMENT
(Parties: Rincon Consultants Inc. and City of San Fernando)
(Engagement: On-Call Planning Services)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this 7th day of May, 2024 (hereinafter, the "Effective Date") by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and RINCON CONSULTANTS INC. (hereinafter, "CONSULTANT"). For the purposes of this Agreement, CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably, as appropriate.

RECITALS

WHEREAS, CITY requires professional on-call planning services in specialized areas of the planning field; to provide support to the Planning Division; and/or manage specific development projects; and

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

WHEREAS, the execution of this Agreement was approved by the San Fernando City Council at its Regular Meeting of April 2, 2024, under Agenda Item No. 3.

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 three (3) years, (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 two 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 Agreement, all terms, conditions, and provisions of this Agreement shall remain in effect and govern the duties, responsibilities, and liabilities of the parties hereto.

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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 "Request for Qualifications for On-Call Professional Planning and Environmental Review Pursuant to CEQA Services" (hereinafter, "CITY RFP") and the written proposal of CONSULTANT entitled "City of San Fernando Community Development Department On-Call Professional Planning and Environmental Review Pursuant to the California Environmental Quality Act (CEQA) 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

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 Cost Sheet and Rates" which is attached and incorporated hereto as **Exhibit "C"** (hereinafter, the "COMPENSATION RATE"). The foregoing notwithstanding, CONSULTANT's total compensation may not exceed the annual sum of **ONE HUNDRED THOUSAND DOLLARS ($100,000)** during each of the five (5) fiscal years encompassed by this Agreement (hereinafter, the "Fiscal Year Not-to-Exceed Sum") for an aggregate Not-to-Exceed Sum of **FIVE HUNDRED THOUSAND DOLLARS ($500,000)** (hereinafter, the "Aggregate Not-to-Exceed Sum"). CONSULTANT's total aggregate compensation during the extended five (5) year Term of this Agreement shall not exceed the Aggregate Not-to-Exceed Sum 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

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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. 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 Erika Ramirez, Director of Community Development Department (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 Lilly Rudolph 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 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.

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

2.7 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

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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, 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.

2.8 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the City Representative to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the 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.

2.9 COMPLIANCE WITH LAWS: CONSULTANT will keep itself informed of and in compliance with all applicable federal, state, or local laws to the extent such laws control or otherwise govern the performance of the 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.

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

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

III.
INSURANCE

3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: 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 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 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.

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

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

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

4.8 WORK OF CONSULTANT'S DESIGN PROFESSIONALS SERVICES: To the extent applicable to this Agreement, the duty to indemnify, defend and hold harmless as set forth under this subsection shall apply to the negligence, recklessness or willful misconduct of any individual who qualifies as a "design professional" within the meaning of subsection (c)(2) of Section 2782.8 of the California Civil Code in so far as such negligence, recklessness or willful misconduct occurs in the performance, work or activities that must be performed by a "design professional." Subject to the limitation of the preceding sentence, to the fullest extent permitted by law, CONSULTANT shall immediately defend and indemnify

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and hold harmless the CITY Indemnities, defined above, from and against any and all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of the negligence, recklessness, or willful misconduct of CONSULTANT or any of CONSULTANT's officers, employees, servants, agents, contractors, subcontractors or authorized volunteers or any other person or entity involved by, for, or with or on behalf of CONSULTANT in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of CONSULTANT to indemnify, defend and hold harmless pursuant to this subsection includes the duty to defend as set forth in Section 2778 of the California Civil Code. CONTRACTOR's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then CONSULTANT's indemnification obligation shall be reduced in proportion to the established comparative liability.

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:

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

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

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

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

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

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

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

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

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

VI.
MISCELLANEOUS PROVISIONS

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

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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:
Rincon Consultants Inc.
Attn: Lilly Rudolph
250 east 1st Street, Suite 1400
Los Angeles, CA 90012
Phone: (805) 947-4828

CITY:
City of San Fernando
Community Development Department
Attn: Director of Community Development
117 Macneil Street
San Fernando, CA 91340
Phone: (818) 898-1227

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

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

6.6 SUBCONTRACTING: CONSULTANT will not subcontract any 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.

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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 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.

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.

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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.

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

CITY OF SAN FERNANDO:

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

Date: 05/08/2024 | 1:24 PM EDT

APPROVED AS TO FORM

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

Date: 05/08/2024 | 9:52 AM PDT

RINCON CONSULTANTS INC.:

By: DocuSigned by: Deanna Hansen EB8F487FD9FB41E...

Name: Deanna Hansen

Title: Vice President

Date: 05/08/2024 | 9:48 AM PDT

REQUEST FOR QUALIFICATIONS

Notice is hereby given that Request for Qualifications (RFQ) will be received by the City of San Fernando, California, for furnishing the following:

ON-CALL PROFESSIONAL PLANNING AND ENVIRONMENTAL REVIEW PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) SERVICES

The City of San Fernando Community Development Department is requesting RFQs from qualified firms to provide on-call as needed professional consulting services in the fields of Planning and Environmental Review pursuant to CEQA. All selected firms will be placed on an official list of qualified consultants to be maintained by the Community Development Department for a period of five (5) years. Firms will be contracted on an on-call as needed basis. Firms may submit a proposal to provide services in either or both areas of expertise.

Three original and one electronic copy of the proposal must be submitted to the COMMUNITY DEVELOPMENT DEPARTMENT in a sealed envelope labeled "City of San Fernando RFQ- **City Planning and CEQA Services**" at CITY HALL, 117 Macneil Street, San Fernando, California, 91340, no later than **Thursday, January 11, 2024 at 5:30pm**. All RFQs received after that time will not be accepted.

A copy of the RFQ may be obtained from the City's website at SFCITY.ORG/rfps-rfqs-nibs-nois/.

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 in writing or email 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 **December 7, 2023**

REQUEST FOR QUALIFICATIONS

The Community Department is requesting proposals for:

On-Call Professional Planning and Environmental Review Pursuant to the California Environmental Quality Act (CEQA) Services

RELEASE DATE: December 7, 2023

RESPONSE DUE: January 11, 2024

GENERAL INFORMATION

The City of San Fernando's Community Development Department is seeking proposals from qualified consulting firms interested in providing on-call as needed professional consulting services in the fields of Planning and Environmental Review pursuant to CEQA for a five-year term, with potential extensions at the discretion of the City.

BACKGROUND

The City of San Fernando (City) is a general law city incorporated in 1911. The City is governed by a five-member city Council who members are elected at large and operates under a Council/City Manager form of government. It is located in the San Fernando Valley region of Los Angeles County and is approximately 2.4 square miles with a residential population of 24, 564.

The Community Development Department includes the divisions of Planning, Building & Safety, Community Preservation and Housing. The Community Development Department intends to establish an official list of pre-screened, qualified consulting firms to provide professional services with expertise in the fields of Planning and CEQA environmental review. A consulting firm may propose to provide services in one or both of the specified areas but must clearly identify which professional services are being proposed. Once the list is established if a firm is selected for a specific project, consultants are expected to work independently. The list will be valid for a five-year term with optional extensions at the City's discretion.

On-Call Planning Services

The City is seeking to contract with professional planning firms staffed with individuals who meet the qualifications, education and certificate/licensing requirements for a range of planning professionals from Planning Technician to Planning Manager. The firm's staff should include professionals who have processed ministerial applications and discretionary entitlement for residential, commercial, and mixed used projects; has experience reviewing and evaluating architecture plans, writing staff reports, resolutions, ordinances, conditions of approval, specific plans, comprehensive plans, and creating presentations and presenting in front of Planning Commission and City Council. In addition to experience in case processing and conducting plan reviews, the Community Development Department desires firms that has expertise in, but not limited to, architecture and design; GIS and mapping; evaluating, analyzing and amending municipal codes, zoning codes, development standards; developing policy documents; and recommending implementation procedures for planning and land use related enacted state legislation.

All selected firms will be placed on an official list of qualified consultants to be maintained by the Community Development Department for a period of five (5) years. Firms on the list can be

selected on an as needed basis to provide any professional planning service the Planning Division may be in need of, such as, to serve as a contract planner for a private development project, to perform staff functions or provide a professional service or product. Selection may be based on cost, timing, available staffing and/or specialized expertise related to the need. When a firm is selected for a task or project, the firm and its staff shall work as extension of City staff and under the direction of the Director or their designee. Depending on the specific work the firm is selected to perform, work may be required to be conducted on-site at City Hall or remotely according to the Division needs. The successful firms shall also have the resources to provide cost effective and timely services to the City. Additionally, the City has an option to interview the selected firm's candidate who will provide on-call planning services.

On-Call Environmental Review Services Pursuant to CEQA

The City is seeking to contract with experienced environmental consulting firms to assist in the preparation of environmental assessments under the California Environmental Quality Act (CEQA) for private or public development projects or City's planning projects or initiatives. The City is requesting proposals from environmental consulting firms with extensive experience in preparing notices of exemption, initial studies, negative declarations/mitigated negative declarations, and environmental impact reports in San Fernando and/or similar communities in California. This work requires experience and familiarity with CEQA, the National Environmental Policy Act (NEPA) and State planning and zoning laws. The selected consultants may utilize the services of specialty sub-contractors to complete the necessary analysis. Traffic and transportation sub-consultants should have significant experiences conducting VMT analysis and communicating the results.

All selected firms will be placed on an official list of qualified consultants to be maintained by the Community Development Department for a period of five (5) years. Selection may be based on cost, timing, available staffing and/or specialized expertise. If sub-consultants are necessary to complete the work, the consultant shall advise the City of the name of the firm(s) proposed to complete those studies. Sub-consultants shall have all the appropriate licenses, certifications, and registrations necessary to perform the scope of work. The consultant shall be fully responsible to the City for the performance of their sub-contractors, and of persons either directly or indirectly employed by them.

When a firm is selected for a task or project, the firm and its staff shall work as extension of City staff and under the direction of the Director or their designee. Firms on the list can be selected on an as need basis to prepare environmental documents for development projects and City planning projects, programs or initiatives in compliance with the California Environmental Quality Act (CEQA). The selected firm will prepare the CEQA document with any and all required notices such as Notices of Preparation, Availability or Determination; and perform any and all CEQA/NEP related required tasks such as filings, conducting scoping meetings, and the like. In addition, selected consultants may be required to attend and present at all public hearings, assist Staff in the preparation of the CEQA related portions of the staff reports, findings for approval and

presentations. Selected firms will be required to enter into a professional service agreement and/or a memorandum of understanding depending on the project.

The required services and performance conditions are described in the Scope of Work.

INSTRUCTIONS TO SUBMITTING FIRMS

A. Examination of Proposal Documents

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

B. Questions/Clarifications

Please direct any questions regarding this RFQ to Erika Ramirez, Director of Community Development, via e-mail at eramirez@sfcity.org. Questions must be received no later than **Tuesday, December 12, 2023 at 5:30 p.m**. All questions received prior to the deadline will be collected and responses will be emailed by **Thursday, December 14, 2023**.

C. Submission of Request for Qualifications

Three original and one electronic copy of the proposal must be submitted to the COMMUNITY DEVELOPMENT DEPARTMENT in a sealed envelope labeled "City of San Fernando RFQ- **City Planning and CEQA Services**" at CITY HALL, 117 Macneil Street, San Fernando, California, 91340, no later than **Thursday, January 11, 2024 at 5:30pm**. All RFQs received after that time will not be accepted. All proposals received after that time will not be accepted.

D. Withdrawal of Proposals

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

E. Rights of City of San Fernando

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

The City reserves the right to:

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

F. Contract Type

It is anticipated that a standard form professional services agreement contract **(Attachment A)** will be signed subsequent to City Council review and approval of the recommended firm.

G. Collusion

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

SCOPE OF SERVICE

The following section describes the specific services being requested by this Request for Qualifications. The City of San Fernando Community Development Department requires the services of professional consulting firms on an on-call as needed basis to assist the Planning Division. Therefore, the Department seeks to establish an official list of pre-screened, qualified consulting firms to provide professional planning services and an official list of pre-screened, qualified consulting firms to provide professional CEQA environmental review services. This will allow firms to be selected for required services staff is not licensed or certified to provide as part of the development review process as well as to engage professional experts to assist with City initiated projects or programs.

While the City has historically utilized vendors for these services, this RFQ is being issued in compliance with internal requirements to periodically solicit proposals and maintain an updated list of qualified vendors.

A firm may proposal to provide either of the required services or both, but must clearly indicate which services are being proposed.

Required Services:

1. On-Call Planning Services

Activities in which a firm may be contracted may include but are not limited to those listed below.

a) Staff Augmentation. A firm may be selected to temporary fill a role in or provide temporary support to the Planning Division. Expertise or experience may range depending on the current projects. Example of assignments include but are not limited to answering phone calls and emails, providing zoning and land use information to customers, processing ministerial applications and discretionary entitlements for residential, commercial, industrial, and mixed used projects, including projects with density bonus requests; reviewing and evaluating architecture plans, writing staff reports, resolutions, ordinances, conditions of approval, specific plans and creating presentations and presenting in front of Planning & Preservation Commission and City Council. This may require on-site or remote work.

b) Project Management. A firm may be selected to act as a contract planner to process a specific development project. Tasks to fill this function may include but not be limited to coordinate work with project applicant, architect, traffic and environmental consultants, or any sub-consultant(s) for the processing of the project application; review and verify all application documents utilize accurate and verifiable data in accordance with generally accepted industry standards and are in conformance with all applicable City codes and CEQA requirements; complete thorough analysis of all environmental, traffic or city requested studies and analysis is to be conducted to determine the appropriate level of CEQA review and document is complete; communicate with applicant consultants may be required to ensure properly documenting, processing and filings are completed in a timely manner; all lead agency duties; maintain records of communications and documents; prepare public notices, staff reports, resolutions, ordinances and related exhibits in conformance with City requirements for Planning & Preservation Commission and City Council hearings; present, attend, respond to project related questions at all required Planning & Preservation Commission meetings, City Council meetings or any other meetings requested by the Director or their designee; maintain clear, accurate and organized project files in accordance with City policy; attend community meetings; and communicate with other city departments and divisions in collecting comments, corrections and conditions of approval. Method and frequency of communication between the consulting project manager and the City shall be determined based on the specific development project.

c) Specialized Planning Project. A firm may be selected based on a specialized expertise in, but not limited to, architecture and design; GIS and mapping; evaluating, analyzing and amending municipal codes, zoning codes, development standards; developing policy documents; and recommending implementation procedures for planning and land use related enacted state legislation. When the City has such a need, a project description will be shared with the firm to determine cost, timeline and availability of staff to perform the desired task.

2. On-Call Environmental Review Services Pursuant to CEQA

Project CEQA Environmental Assessments. A firm on the official list may be selected to prepare an environmental assessment under the California Environmental Quality Act (CEQA). As a result of the assessment the selected firm may be required to prepare notice of exemptions, initials studies, negative declarations, mitigated negative declarations, or environmental impact reports. In addition to the environmental documents, the firm shall also prepare all notices, submit filings, conduct scoping meetings, and any other related activities. The selected from may also be required to attend City staff meetings or meetings with the applicant team and the City, assist staff in preparing staff reports, findings, approvals, presentations and attend and present at public hearings for the development project. The firm are expected to have the capacity to provide electronic copies of all documents and may be required to provide physical copies.

PROPOSED TERM OF CONTRACT

The proposed term of the contract is **five years, with options for extensions at the City's discretion.**

SCHEDULE FOR SELECTION

RFP Available:	December 7, 2023
Deadline for submittal of Questions:	December 12, 2023
Response to Questions:	December 14, 2023
Deadline for submittal of Proposal:	January 11, 2024
Interviews (if necessary):	Early February 2024
Agreement Presented to Council for Review & Approval:	March 04, 2024*

*tentative

METHOD OF SELECTION AND NOTICES

The Director of Community Development will evaluate the information provided in the submitted proposals using the following criteria as a guideline:

1. Responsiveness to and clarity of the Request for Qualifications.
2. Qualifications and knowledge of Firm and key personnel's experience most closely related to the scope of work.
3. Relevant experience within the past five years.
4. References.
5. Cost effectiveness.

STATEMENT OF QUALIFICATIONS

Prospective Firms must submit three hard copies and one electronic copies of their proposal to the Community Development Department at San Fernando City Hall located at 117 Macneil Street San Fernando CA 91340.

The Statement of Qualifications should include:

1. Cover sheet
   The proposal shall include a cover sheet that clearly identifies the professional services being proposed and who shall be the contact with their contact information pertaining to the proposal.

2. Summary

   This section shall discuss the highlights, key features, and distinguishing points of the Proposal. Specify which services are being proposed. Describe the methods by which your firm will fulfill the services requested in the Scope of Services and subsequent sections. Include detailed workflow, timelines and documentation if relevant. Since the staffing requirements may vary from project to project over the duration of the contract, describe the firm's approach, capability and flexibility to adjust to varying staff requirements as the City's needs and policies vary from one project to the next.

   Consultant shall have the ability to electronically receive, review and transmit reports, forms, and plans. Explain capability to review plans and documents electronically.

   Consultant shall have the ability to attend in person meetings and pick up/drop off documents, reports, plans from City Hall if necessary.

   Consultant is expected at a minimum to be available during City Hall hours of Monday to Thursday from 7:30am to 5:30pm and Fridays 8:00am to 5:00pm for staff or applicants to communicate electronically, by phone and if necessary, in person. Consultant is also expected to attend evening or weekend meetings, or hearings as required by project. Verify ability to fulfill availability and identify any restrictions or considerations to having consulting staff available.

   Provide a statement of the service(s) that differentiate your firm from other respondents.

3. Statement of Firm(s) Qualifications

   In order to be considered eligible and qualified under this RFQ, the firm must have a minimum of five (5) years of experience in the field of providing planning or

environmental review pursuant to CEQA services for cities of similar size to the City of San Fernando.

Include a brief description of the Firm(s), including size, location of office(s), number of years providing service, organizational structure of the responsible division, etc.

Firm must demonstrate qualifications and provide previous experience on similar or related projects in similar size cities to San Fernando. Provide a description of pertinent project experience with other public municipalities (maximum of four) that includes a summary of the work performed, the total project cost, the period over which the work was completed, and the name, title, and phone number of clients to be contacted for references. References should be located within California. Give a brief statement of the Firm's adherence to the schedule and budget for each project.

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

4. Include a *Work Plan* Section

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

5. Include a *Project Staffing* Section

In this section, discuss how the Firm would propose to staff this project. Firm's key project team members shall be identified by name, position(s) in the firm, specific responsibilities on the project and their qualifications. Any certifications held and number of years certified should be included for staff proposed to perform tasks. In addition, any municipal agencies they have worked within the past three years and their level of involvement should be noted. An organizational chart for the project team and resumes for key Firm personnel shall be included with a description of how overall supervision and quality assurance will be provided. Key Firm personnel will be an important factor considered by the Director of Community Development. **There can be**

no change of key personnel once the proposal is submitted, without prior approval of City.

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

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

In addition, include the costs for any other services that are considered optional additions.

****The City may elect to interview a short list of qualified firms or interview only the top 5 rated firms for each service based upon this RFQ.***

ATTACHMENT A

2023

PROFESSIONAL SERVICES AGREEMENT

(Engagement: INSERT ENGAGEMENT)

(Parties: INSERT CONSULTANT NAME and City of San Fernando)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this _____ day of _____, 2023 (hereinafter, the "Effective Date") by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and INSERT CONSULTANT NAME, A Professional Corporation, (hereinafter, "CONSULTANT"). For the purposes of this Agreement, CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably, as appropriate.

RECITALS

WHEREAS, CITY requires professional consulting services INSERT THE KIND OF SERVICES REQUIRED; and

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

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

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

I.
ENGAGEMENT TERMS

1.1 TERM: This Agreement shall have a term commencing from the Effective Date through _____ ___, 2023, (hereinafter, the "Term"). Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as provided under Article V (Termination), below.

1.2 SCOPE OF WORK:

A. Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the services and tasks described in that certain Request for Proposals of CITY entitled "INSERT TITLE OF REQUEST FOR PROPOSALS", (hereinafter, "CITY RFP") and the written proposal of CONSULTANT entitled "INSERT TITLE OF PROPOSAL" (hereinafter, the "CONSULTANT Proposal") dated INSERT DATE OF PROPOSAL. The CITY RFP and the CONSULTANT Proposal are attached and incorporated hereto as **Exhibit "A"** and **"B"** respectively. The term "Scope of

Work" shall be a collective reference to the CITY RFP and the CONSULTANT Proposal. The capitalized term "Work" shall be a collective reference to all the various services and tasks referenced in the Scope of Work. In the event of any conflict or inconsistency between the provisions of the document entitled CITY RFP and the provisions of the document entitled CONSULTANT Proposal, the requirements of the document entitled CITY RFP shall govern and control but only to the extent of the conflict or inconsistency and no further. In the event of any conflict or inconsistency between the provisions of the Scope of Work and the provisions of this Agreement to which the Scope of Work is attached, the provisions of this Agreement shall govern and control.

B. **IF NO RFP ISSUED:** Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the services and tasks described in that certain proposal of CONSULTANT entitled "INSERT TITLE OF PROPOSAL" dated INSERT DATE OF PROPOSAL (hereinafter, the "Scope of Work") which is attached and incorporated hereto as **Exhibit "A"**. CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work."

1.3 PROSECUTION OF WORK:

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

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

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

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

1.4 COMPENSATION: CONSULTANT shall perform the Work in accordance with "INSERT TITLE OF COMPENSATION DOCUMENT (hereinafter, the "COMPENSATION RATE"). The foregoing notwithstanding, CONSULTANT's total compensation for the performance of all Work contemplated under this Agreement, will not exceed the annual budgeted sum of

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INSERT WRITTEN AMOUNT ($ INSERT NUMBER) (hereinafter, the "Annual Not-to-Exceed Sum") during the Term of this Agreement, unless such added expenditure is first approved by the City Council. In the event CONSULTANT's charges are projected to exceed the Annual Not-to-Exceed Sum prior to the expiration of this Agreement, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY approved amendment to the compensation terms of this Agreement.

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

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

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

II.
PERFORMANCE OF AGREEMENT

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

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

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

2.4 **STANDARD OF CARE; PERFORMANCE OF EMPLOYEES:**

CONSULTANT represents, acknowledges and agrees to the following:

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

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

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

D. CONSULTANT will comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.) CONSULTANT shall be liable for all violations of such laws and regulations in

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connection with Services. If CONSULTANT performs any work knowing it to be contrary to such laws, rules and regulations, CONSULTANT shall be solely responsible for all costs arising therefrom;

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

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

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

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

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

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written consent, any attempted assignment or transfer will be ineffective, null and void and will constitute a material breach of this Agreement.

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

2.7 **CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR:** The Work will be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and will at all times be under CONSULTANT's exclusive direction and control. CONSULTANT will pay all wages, salaries and other amounts due to such personnel and will assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT will be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

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

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

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

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

III.
INSURANCE

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

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

B. Automobile Liability Insurance: CONSULTANT will procure and maintain

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

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

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

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

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

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

3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement will not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss.

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CONSULTANT hereby waives all rights of subrogation against CITY, its officials, officers, employees, agents and volunteers.

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

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

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

IV.
INDEMNIFICATION

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

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recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the CITY, its officials, officers, employees, agents or volunteers.

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

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

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

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

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

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

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

4.9 **WORK OF ALL OTHER PERSONS/NON-DESIGN PROFESSIONALS:** Except as otherwise provided under Section 4.2 of this Article, above, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature to the extent caused by CONSULTANT's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, contractors, subcontractors or subconsultants or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnity, defend or hold harmless for liability, loss, suit, damage, expense, or cost caused by the negligence or willful misconduct of any or all of the CITY Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this subsection is intended to encompass liabilities, losses, damages, expense and costs not otherwise subject to subsection 4.2, above.

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

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

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

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

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

V.
TERMINATION

SAMPLE

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

5.2 **EVENTS OF DEFAULT; BREACH OF AGREEMENT:**

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

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

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

SAMPLE

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

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

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

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

D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to

SAMPLE

suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT will be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY will operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.

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

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

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

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

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

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

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

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

5.3 **SCOPE OF WAIVER:** No waiver of any default or breach under this Agreement will constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this

SAMPLE

Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.

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

VI.
MISCELLANEOUS PROVISIONS

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

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

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

SAMPLE

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:
INSERT CONSULTANT NAME
INSERT ADDRESS
Attn: INSERT CONTACT NAME
Phone: INSERT PHONE NUMBER

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

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

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

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

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

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

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

SAMPLE

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

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

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

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

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

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

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

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

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

6.19 **ENTIRE AGREEMENT:** This Agreement, including all attached exhibits, constitutes the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral

SAMPLE

or written, which may have been entered into between CITY and CONSULTANT prior to the execution of this Agreement. Any statements, representations, or other agreements, whether oral or written, made by either Party that is not embodied herein will not be valid or binding on the Parties. No amendment, modification or supplement to this Agreement will be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.

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

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

SIGNATURES ON NEXT PAGE

SAMPLE

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

CITY OF SAN FERNANDO

By: _____
Nick Kimball, City Manager

Date: _____

APPROVED AS TO FORM

By: _____
Richard Padilla, Assistant City Attorney

Date: _____

CONSULTANT NAME:

By: _____

Name: _____

Title: _____

Date: _____

SAMPLE

EXHIBIT "A"
CITY REQUEST FOR PROPOSAL

SAMPLE

EXHIBIT "B"
CONSULTANT PROPOSAL

SAMPLE

City of San Fernando
Community Development Department

On-Call Professional Planning and Environmental Review Pursuant to the California Environmental Quality Act (CEQA) Services

Los Angeles • January 11, 2024



RINCON CONSULTANTS, INC.
Environmental Scientists | Planners | Engineers

Rincon Consultants, Inc.
250 East 1st Street, Suite 1400
Los Angeles, California 90012
213-788-4842

1 Cover Sheet

January 11, 2024

Erika Ramirez, Director of Community Development
City of San Fernando
Community Development Department
City Hall
117 Macneil Street
San Fernando, California 91340

Subject: On-Call Professional Planning and Environmental Review Pursuant to the California Environmental Quality Act (CEQA) Services

Dear Ms. Ramirez:

Rincon Consultants, Inc. (Rincon) appreciates the opportunity to collaborate with the City of San Fernando on this opportunity to support the Community Development Department for on-call as-needed professional consulting services. We understand that the City is seeking to establish an official list of pre-screened, qualified consulting firms to provide professional services within two specific areas of expertise — planning and environmental review pursuant to the California Environmental Quality Act (CEQA).

We are very enthusiastic about continuing our work with the City and have assembled a multi-faceted team to fulfill the proposed on-call services. Rincon has successfully worked with cities, counties, and special districts throughout California to provide professional consulting services in several service categories. We have effectively managed long-term on-call assignments with numerous public agencies locally, including the cities of Burbank, Culver City, Los Angeles, Glendale, Beverly Hills, West Hollywood, Monterey Park, Pico Rivera, Long Beach, Malibu, South Pasadena, San Marino, and many others throughout the entire state of California. This experience, as well as our broad range of land use services, technical environmental expertise, and our responsiveness to our clients' needs, make us especially well-suited for this on-call professional services assignment.

Rincon has a strong understanding of State law, including recent legislation such as Senate Bill 684, and the planning entitlement process. This, combined with high-quality environmental documentation, our commitment to clear and transparent communication, and strong organizational and collaboration skills facilitate the development of projects and land use policies that meet community needs and interests. To that end, the Rincon team stays current with case law updates and best planning practices to ensure our planning and environmental documents are compliant with the most recent regulatory requirements. To augment our planning and environmental review services, our innovative and robust GIS team excels at implementing GIS data systems to thoughtfully organize multiple complex datasets and to design enterprise and web-based solutions for data sharing. To augment our in-house environmental planning expertise, we have partnered with **Fehr & Peers, Gibson Transportation Consulting,** and **Iteris** to provide expertise with traffic and transportation analysis.

City of San Fernando
On-Call Professional Planning and Environmental Review Pursuant to CEQA Services

Rincon is submitting this Statement of Qualifications for On-Call Planning Services and On-Call Environmental Review Services Pursuant to CEQA for the City of San Fernando. Work for this contract will be performed from our Los Angeles office, located at 250 East 1st Street, Suite 1400, Los Angeles, California 90012. The contact for this contract will be our Project Manager Lilly Rudolph, who can be reached at 805-947-4828 and via email at lrudolph@rinconconsultants.com. We have read and will comply with all terms and conditions of the RFP. We welcome an opportunity to further discuss our qualifications. If you have any questions regarding this submittal, please do not hesitate to contact us.

Sincerely,
Rincon Consultants, Inc.

John Moreland, AICP | Director-in-Charge
jmoreland@rinconconsultants.com
Contact for Clarification

Deanna Hansen | Vice President/Principal
dhansen@rinconconsultants.com
Authorized to contractually obligate and negotiate on behalf of Rincon Consultants, Inc.

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2 Summary

Rincon prides itself on creating unique solutions to environmental and land use planning issues. The Rincon team thoroughly understands the planning entitlement process from both sides of the counter, as we have extensive experience providing support for cities and counties, as well as for project applicants. We offer a unique perspective and the ability to identify and recommend procedures for streamlining the entitlement process including through the environmental certification and application of State legislation.

Rincon's proposed management team have served as technical experts in the planning and environmental industry. Our quality control procedures are well established and are integrated into all aspects of our professional practice. These techniques include careful management of workload commitments. Our team understands the importance of being readily available to City staff and applicants for timely communication and project progress. Our standard business hours are Monday to Friday, 8:00am to 5:00pm; however, we are happy to accommodate requests for meetings and phone calls outside of those hours. We are also available to attend evening or weekend meetings and hearings. As such, we confirm our ability to be available during City Hall hours. Should any restrictions or considerations arise that may affect our ability to fulfill the availability requirements, we will promptly communicate these with City staff.



Rincon has the capability to participate in face-to-face meetings and collect/deliver necessary documents, reports, and plans from City Hall. We believe it is imperative for us to be present for certain circumstances, creating the foundation for effective communication and collaboration with key stakeholders and City staff. Many of our proposed team members live and work in nearby cities, just minutes from San Fernando. We understand that attending meetings in person and having direct access to essential materials are fundamental components of successful consultancy.

We also have the ability to electronically receive, review, and transmit reports, forms, and plans. Rincon requires the use of high-speed Internet in our offices and remote workplaces to gather information from a wide variety of sources. We also maintain an FTP site for the transfer of files and can create project-specific Microsoft SharePoint sites to collaborate on documents.

Rincon is of a sufficient size that we have the resources to manage and successfully execute a number of projects concurrently. In any given year, Rincon manages over 500 assignments for more than 300 clients statewide. We are experts in managing planning and compliance programs involving multiple concurrent assignments and are successfully executing several similar services agreements and encourage that you contact our current clients about our ability to manage a high volume of work within strict time frames. Our reputation is founded on providing high-quality products that are on time and within budget. To ensure that services are provided in accordance with project timelines, we will pursue projects or assignments only when we can verify that staff with appropriate experience have capacity to execute the assignment from project initiation to completion.

On-Call Planning Services

Current Planning Services

Our approach to providing on-call planning services is based on our expertise in State and federal land use laws, including planning and zoning law, the Subdivision Map Act, Brown Act, and Permit Streamlining Act, an expertise we have gained through our extensive 30-year history of successfully executing on-call current planning services, as well as advance planning projects, for numerous cities and counties throughout California. The breadth of our experience uniquely qualifies us to perform any number of planning-related tasks, from public counter services, processing complex and controversial entitlement applications, and managing city-initiated zoning code updates, to temporarily filling management and executive-level roles. Our professional planners are experienced in both development review and preparation of long-range planning documents related to general plan updates, community plans, specific plans, annexations, tree protection and historic preservation ordinances, zoning code amendments, and objective design standards.

Rincon will provide a management team with knowledge of San Fernando and a technical team with experience providing planning services for cities throughout California. Rincon's professional planners provide permit application processing and project management as "Dedicated Planners," acting as an extension of and under the direction of City staff. Our planners have experience managing the processing and review of development projects ranging from simple ministerial requests to complex discretionary actions. Rincon can bring projects from pre-application (including SB 330 pre-applications) through consideration by City decision-makers and post-approval steps and can prepare draft and final planning documents, and staff reports. The project team is committed to staying informed of and implementing State laws and executing assignments as directed by City staff, while maintaining strong communication and accurate and organized project files. Our current planning activities include:

- Project and planning application completeness review for a variety of projects, ranging from master-planned or phased developments to wireless telecommunication and cannabis projects
- Architectural peer review and application of design standards
- Zoning, General and Area Plan analysis, including applicability of State density bonus law, to determine project conformance
- Preparation of staff reports for consideration by City Council and Planning Commission
- Attendance and presentation at City Council and Planning Commission hearings and public meetings

Advanced/Long-Range Planning

Our advanced planning team helps jurisdictions draft plans, policies, and programs designed to guide the community's physical design and development.

Our planners are experienced in:

- Updating and implementing General Plans and Master Plans
- Preparing and updating Community Plans or Specific Plans
- Sustainability consulting, including climate action planning, climate action plan implementation, greenhouse gas emissions inventories and reduction targets, energy efficiency program planning and project review, etc.
- Updating Zoning Ordinances to improve and/or streamline the planning process and development standards or to implement the general plan and/or housing element
- Prepares plans for specific opportunity areas in the city, focusing on economic or employment development, neighborhood design or enhancement, transit, mixed uses, or a combination of these
- Organizing community programs and outreach, including virtual and social media outreach
- Preparation of staff reports for review by City Council and Planning Commission
- Attendance and presentation at City Council and Planning commission hearings and public meetings

GIS/Database Management



Rincon has extensive experience managing large complex datasets for municipalities, agencies, and organizations throughout the state.

We offer high quality, responsive data management services that comprises data management, analysis, data conversion, and periodic maintenance of agency GIS datasets. We have expertise in data management for environmental site assessments, permitting, and planning, among other applications, with direct experience integrating GIS data with document management systems.

Rincon GIS team frequently utilizes graphics applications such as Adobe Photoshop and Adobe Illustrator in combination with our map-sets to create presentation ready poster-boards for public display or enhancement details which improve the visual appeal of our products.

On-Call Environmental Services

As an industry leader with over 30 years of experience with CEQA and the National Environmental Policy Act (NEPA), Rincon is uniquely qualified to support the City with environmental consulting and monitoring services. We know a number of consultants in Southern California can prepare supporting technical studies and documentation consistent with CEQA and NEPA, as well as planning consulting services, but few offer combined local knowledge, in-house expertise in community and sustainable planning, public engagement, and litigation support—all of which comprises the foundation of Rincon's business model. Our extensive team of skilled environmental scientists and planning professionals utilize their expertise and technical qualifications to support our CEQA and NEPA practice. In addition, the Rincon team stays current with case law updates to ensure our documents are compliant with the most recent regulatory requirements. We have an extensive team of technical experts to address most environmental impact areas, except transportation and traffic engineering. We work with a number of transportation firms throughout Southern California, for this on-call contract, we have teamed with three transportation engineering firms with extensive experience in San Fernando--Fehr & Peers, Gibson Transportation Consulting, and Iteris for vehicle miles traveled (VMT) screening assessments for environmental documents.


CEQA/NEPA Services


Biological/Species Status Habitat Assessments


Archaeology


Wetland Delineation


Water Resources


Permitting Assistance/ Regulatory Compliance


Architectural History


Construction Support


Habitat Mitigation and Restoration Planning


Special Status Species Surveys


Nesting Bird Services


Assessments and Surveys

3 Statement of Firm Qualifications

About Rincon

Rincon Consultants, Inc. is a multi-disciplinary environmental science, planning, consulting firm that provides quality professional services to government and industry. Our principal service is to provide environmental support and scientific research to create and sustain innovative solutions to natural resources, sustainability, and environmental impacts. Rincon prides itself on the considerable depth of its staff, which includes certified urban planners, environmental scientists and engineers, accredited LEED professionals, noise and air quality experts, geologists, biologists, and cultural and historical resource specialists. Our approach to every project is centered upon the design and development of innovative solutions that respond to our clients' specific needs in a cost-effective manner.

Legal Name:
Rincon Consultants, Inc.

Legal Form:
California "S" Corporation

Founded: 1994

Professional Staff: 450+

California Offices: 13

Core Values: Trusted, Fair, Transparent, Accountable, Disciplined, Entrepreneurial

Rincon's corporate culture focuses on providing environmental consulting services in a manner that is beneficial to both the environment and our client's needs. When hired, we perceive ourselves as an extension of our client's team and function with the best interests of the client in mind. By managing each project with a focus on three primary objectives: economic efficiency, technical excellence, and sustainable approach. We can provide superior service that efficiently and effectively meets the needs of our clients.

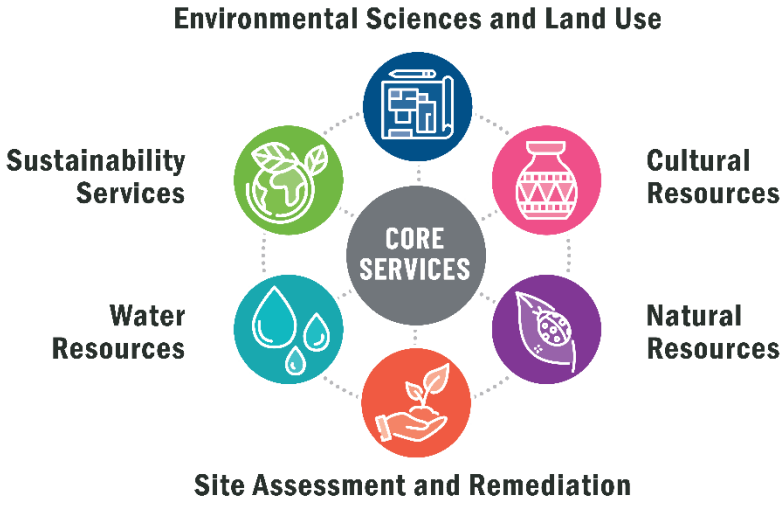
Office Locations

Rincon maintains 13 offices in California as we begin our 30th year in business. Work for this contract will be performed from our Los Angeles office, and if necessary, can supplement our team using staff from our other offices, including Riverside, Ventura, Carlsbad, Palm Springs, Santa Barbara, San Diego, San Luis Obispo, Fresno, Monterey, San Jose, Oakland, and Sacramento.

Services

We have categorized our environmental consulting services into six core areas:

- Environmental Sciences and Land Use Planning
- Biological Resources
- Water Resources
- Cultural Resources
- Site Assessment and Remediation
- Sustainability Services



The following is a more in-depth summary of the services that Rincon provides:

RINCON CORE SERVICES

Environmental and Land Use Planning

- CEQA Compliance: Environmental Impact Reports, Initial Studies, Categorical Exemptions, Environmental Impact Report Addendums, Mitigation Monitoring Reporting Plans
- Community Involvement Programs
- NEPA Compliance: Environmental Impact Statements, Environmental Assessments, Finding of No Significant Impacts
- Noise Studies, including Bio-acoustic Evaluation
- Air Quality Analysis
- Planning Services: General Plans, Specific Plans, Housing Elements, and Neighborhood, Community, and Area Plans
- Recreation and Open Space Planning
- Grant Application Assistance

Cultural Resources

- Literature Reviews/Records Searches/Archival Research
- Native American Consultation
- California Register of Historical Resources and National Register of Historic Places Eligibility Evaluations: Archaeological Site Testing, Historic Built Environment Resource Evaluation, Traditional Cultural Property Evaluation
- Cultural Resource Surveys
- Paleontological Resource Surveys
- Archaeological Data Recovery Programs
- Paleontological Monitoring
- Native American Monitor Training Programs
- Section 106 Consultation
- Memoranda of Agreement
- Findings of Effects
- Historic Preservation Plans
- State Historic Preservation Officer Consultation
- Cultural Resources and Paleontological Management Plans
- Third Party Peer Review
- Phase I, II, and III Cultural Resources Analysis
- Archaeological and Native American Monitoring

Natural Resources

- Biological Construction and Mitigation Monitoring
- Baseline Biological Resources Inventories and Vegetation Mapping
- Biological Resources Effects/ Impacts Analyses: Rare, Threatened, and Endangered Plant and Wildlife Species Surveys
- California Rapid Assessment Method for Wetlands
- Nesting Bird Surveys
- Jurisdictional Delineations: U.S. Army Corps of Engineers, Regional Water Quality Control Board, California Department of Fish and Wildlife, U.S. Fish and Wildlife Service, and California Coastal Commission Methodologies
- California Endangered Species Act Section 2081 Permits/Memorandum of Understandings
- Tree Inventory, Health Assessment, Risk Assessment, and Tree Protection Plans
- Regulatory Permitting: USACE Clean Water Act Section 404, RWQCB CWA Section 401, CDFW Fish and Game Code Section 1602
- Certified Arborist Tree Surveys and Impacts Assessments
- Federal Endangered Species Act Section 7 Consultations and Section 10 Habitat Conservation Plans
- Wetland, Riparian, and Upland Habitat Revegetation and Restoration Planning

Environmental and Earth Systems

- Phase I and II Environmental Site Assessments
- Hazardous Waste Characterization
- Site Remediation: Planning, Design, and Construction
- Health Risk Assessments
- Site Monitoring: Groundwater, Air, Soil, and Vapor
- Underground Storage Tank Removal and Investigation
- Environmental Construction/ Grading Monitoring
- Methane Soil Gas Testing
- Spill Prevention Control and Countermeasure Plan
- Transaction Screens
- Asbestos/Lead Based Paint Testing
- Geological and Seismic Studies

Water Resources

- Storm Water Pollution Prevention Plans
- Water Supply Assessments
- Storm Water Management and Compliance Monitoring
- Water Rights Permitting
- Watershed Management and Planning

Sustainability

- Climate Action Plans
- GHG Emissions *(GHG)* Inventories
- Assembly Bill *(AB)* 32 GHG/Gas Offset Verification
- Green Building Analysis – LEED® and Build It Green™
- Strategic Growth Council Prop 84 Sustainable
- Community Planning Grants Projects
- Grant Writing for Sustainability and Climate Action Planning
- Energy Action Plans
- Comprehensive Public Engagement and Outreach Programs
- ASHRAE Level 1 and 2 Energy Audit
- Community Planning Grants Projects

Rincon offers extensive experience providing on-call planning and environmental services to California municipalities, and our team brings unique qualifications to assist with ensuring that projects will be managed in an efficient, transparent, and ethical manner. Our staff have experience managing, processing, and reviewing various types of projects ranging from simple to complex discretionary actions. Our clients have come to expect a high degree of interaction with community members and organizations, internal public agency staff, and decision-makers. As an environmental, planning, and sustainability company, we provide extra insight into managing public involvement programs.

Rincon has been providing on-call planning services for 30 years. Our planning team ranges from Planner I, with 1–2 years of planning experience processing ministerial planning applications, to Principals, who serve as technical advisors, interim managers, and directors for municipalities. Our mid-level and senior planners process complex discretionary projects, prepare policies documents, and provide support for a wide range of planning tasks.

One of Rincon's core business areas has been compliance with CEQA and NEPA. The team's project managers and analysts are skilled at assisting clients in meeting CEQA and NEPA requirements, as well as ensuring projects are consistent with State protocol, including the relevant standards of other local and State agencies (such as the California Department of Transportation [Caltrans], Regional Water Quality Control Board [RWQCB], United States Army Corps of Engineers [USACE], and California Department of Fish and Wildlife [CDFW]). We pride ourselves on our ability to implement an adaptive analytical procedure, one that recommends effective and viable mitigation and/or feasible alternatives to minimize/reduce impacts on the environment, while meeting community needs.

Current and Advance Planning Experience

Our list of municipal on-call contract planning clients over the past three years is shown below.

Clients		
County of Ventura	City of Monterey Park	City of Madera
City of Ventura	City of Marina	City of Lompoc
City of Simi Valley	City of South Pasadena	City of Pacific Grove
City of Oxnard	City of Lake Forest	City of Monterey
City of Fillmore	County of Santa Barbara	City of Berkeley
City of Moorpark	City of Livermore	City of Greenfield
City of Menifee	City of Salinas	City of San Leandro
City of Long Beach	City of West Hollywood	City of Concord
City of Malibu	City of San Luis Obispo	City of San Marino
City of Pico Rivera	City of Hayward	Madera County Transportation Commission
City of Santa Monica	City of Beverly Hills	

Environmental Analysis

Collectively, our team has successfully prepared thousands of CEQA and NEPA documents and associated technical studies for agencies throughout California and Los Angeles County, including projects in the San Fernando Valley for the cities of Los Angeles, Burbank, and Calabasas.

We are prepared to assemble the right team to assist the City in overseeing various projects that may be issued under this on-call contract. In addition to local and State regulatory requirements, our team is highly experienced in working with federal laws and regulations, including actions that are best processed under joint procedures. Our environmental planners and analysts have been highly successful at resolving complex environmental issues for a variety of agencies and contexts. The table below provides a partial list of clients with whom we are contracted for on-call environmental services.



Clients		
City of Thousand Oaks	City of Long Beach	City of Pomona
City of Ventura	City of Laguna Beach	City of Santa Ana
County of Ventura	City of Fullerton	California State University System
City of Simi Valley	City of Redlands	Los Angeles County Development Authority
City of Port Hueneme	City of Rancho Cucamonga	The Metropolitan Water District of Southern California
City of Calabasas	City of Menifee	City of Burbank
City of Los Angeles	City of West Covina	City of Glendale

Project Experience

We invite you to contact any of the individuals listed on the following pages regarding our qualifications, skills, and project management.

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City of San Fernando

Climate Action and Resilience Plan & Safety and Environmental Justice Element Updates

San Fernando, California



Rincon is assisting the City of San Fernando in the development of a Climate Action and Resilience Plan (CARP) to increase community resilience to climate change and reduce communitywide greenhouse gas (GHG) emissions. Phase 1 of the CARP is funded through Southern California Gas Company's (SoCalGas) Climate Grant which awards local governments with funds to support equitable and community focused climate adaptation and resilience planning. As part of Phase 1, Rincon is developing a GHG emissions inventory to assess the current emissions associated with municipal operations and all activities taking place citywide. Rincon is preparing a climate change vulnerability assessment to identify relevant climate hazards (e.g., extreme heat, drought, extreme precipitation, stormwater flooding, and poor air quality), potential impacts to vulnerable assets and populations, and the City and community's capacity to adapt to potential climate change impacts. Rincon is hosting a series of asset manager interviews to better understand climate vulnerabilities in San Fernando and existing efforts to increase climate resilience. Rincon also assisted San Fernando in obtaining additional grant funding from SoCalGas to complete Phase 2 of the CARP which includes a series of community engagement and outreach events, a measure and scenario planning process, an equity guardrails evaluation, and a financing and cost effectiveness analysis.

Additionally, Rincon prepared the Safety Element and Environmental Justice updates for San Fernando. As part of the Safety Element update, Rincon developed a preliminary climate change vulnerability assessment and series of climate adaptation strategies to increase the resilience of vulnerable populations, systems, and resources in the community. Through the Environmental Justice update, Rincon identified relevant community environmental justice issues, including disproportionate exposure to pollution, substandard housing conditions, and inadequate tree cover. Rincon crafted a set of environmental justice strategies to address the community's environmental justice issues. Rincon also led a series of community workshops and advisory committee presentations to garner critical community feedback and knowledge that informed climate adaptation and environmental justice policy development.

Reference Information:
Marina Khrustaleva, Associate Planner
City of San Fernando
17 Macneil Street
San Fernando, California 91350
818-898-1378 | MKhrustaleva@sfcity.org

Dates: April 2023 to Present
Staff: Reema Shakra (Principal-in-Charge)
Hannah Mize (Project Manager)
Lauren Collar (Lead Analyst)

City of Culver City

Multifamily Residential and Mixed-Use Objective Design Standards

Culver City, California



Rincon is preparing objective design standards for multifamily residential and mixed-use developments to facilitate high-quality design. The City's objectives for this effort include achieving compliance with State laws, streamlining and clarifying the development review process, adopting clear objective design standards that applicants can understand and the City can implement, and collaboratively creating standards that will result in context-appropriate, high-quality development. Rincon kicked off the project with a city tour of key projects with City staff. This tour helped the team better understand the challenges and opportunities associated with current development standards and identify best practices. Rincon is reviewing City documents to identify existing code sections and guidelines to be converted to objective design standards and will prepare a stand-alone objective design standards document. Rincon's scope also involves conducting public outreach to garnering support from the community. The project timeline is on track and within budget, in accordance with revisions to the project scope.

Reference Info:
Gabriela Silva, Planner
City of Culver City
9770 Culver Boulevard
Culver City, California 90232
310-253-5736 | Gabriela.Silva@culvercity.org

Dates: December 2022 to Present
Staff: John Moreland (Director-in-Charge)
Lisa Gordon (Project Manager)
Lilly Rudolph (former Project Manager)
Bryce Haney (Lead Author)

City of Burbank, Community Development Department

Environmental Consulting Services

Burbank, California



Rincon has worked with the City of Burbank since 2007, providing CEQA/NEPA documentation and consulting services to the Community Development Department. Rincon has worked with the City on a variety of successful projects providing environmental documentation services. Additionally, our Sustainability team has assisted the City in auditing the GHG emissions inventory and prepared the City's 2022 Greenhouse Gas Reduction Plan, which received an Award of Merit by the American Planning Association in the Innovation in Green Community Planning awards category. Staff have also directed numerous Phase I Environmental Site Assessments, provided human health risk assessments, and expert review of applicant prepared technical reports. Rincon has recently completed the following EIRs for the Housing and Safety Element Update and the 777 North Front Street Project. Rincon is currently preparing the EIRs for the Burbank Media District Specific Plan and the Burbank Downtown Transit Oriented Development Specific Plan.

Reference Info:
Leonard Bechet, Principal Planner
City of Burbank
150 North 3rd Street
Burbank, California 91502
818-238-5250 | LBechet@BurbankCA.gov

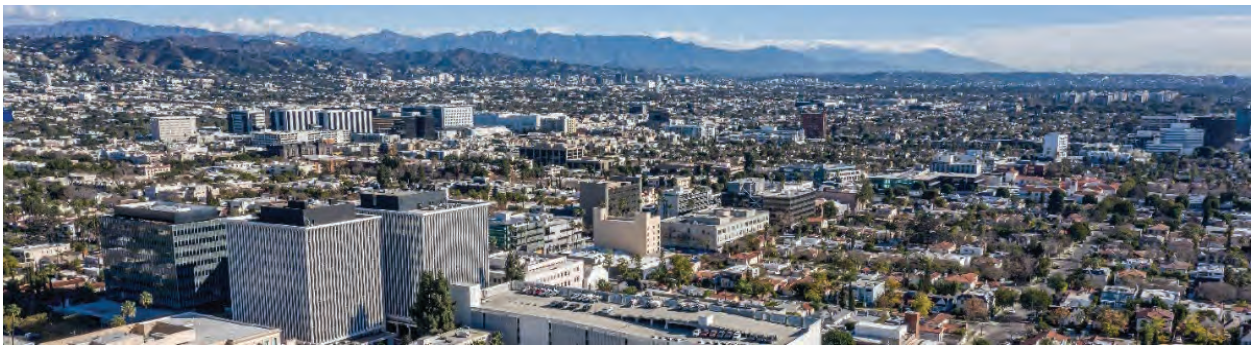
Dates: November 2007 to Present
Staff: Deanna Hansen (Principal-in-Charge)
Susanne Huerta (Project Manager)
Danielle Griffith (Project Manager)
Steven Treffers (Architectural Historian)

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City of West Hollywood

Zoning Ordinance Amendments and Environmental Consulting Services

West Hollywood, California



Rincon prepared various new Zoning Ordinance amendments for the City of West Hollywood to bring its Zoning Ordinance into compliance with State law and to regulate specific land uses within the city. Rincon adhered to the project schedules and budgets for the preparation of the zoning ordinances.

- **Accessory Dwelling Unit Ordinance.** Rincon assisted City of West Hollywood staff with preparation of the City's Accessory Dwelling Unit (ADU) Ordinance. Rincon staff ensured that the ADU ordinance followed State law, including Senate Bill (SB) 1069, SB 2299, and recently adopted SB 229 and AB 494. In addition, Rincon staff made sure that the ADU ordinance was consistent with the City of West Hollywood General Plan Housing Element and other sections of West Hollywood's Zoning Ordinance.
- **Affordable Housing/Density Bonus Ordinance.** Rincon staff wrote and helped process a zone text amendment to affordable housing regulations and incentives in response to State law. The text amendments updated the code to be compliant with new legislation related to incentivizing the construction of affordable housing, specifically SB 2442, SB 2501, SB 2556, SB 1934, and SB 1505.
- **Cannabis Ordinance.** Rincon staff wrote and processed new adult- and medical-use cannabis regulations for West Hollywood pursuant to State law and West Hollywood's needs. Creating and processing the ordinance involved extensive outreach to the public and cannabis business community. A study session at the City Council with cannabis experts from around the country was instrumental in ensuring the success of the new regulations and establishment of high-level cannabis businesses in the community.

Rincon has also prepared numerous CEQA documents for the City of West Hollywood in recent years. Rincon's Community Planning team assisted Veronica Tam Associates with preparation of the Housing Element team, and our environmental planning staff prepared a programmatic EIR, which was certified in February 2023. Other recent CEQA documents that have been certified include EIRs for the following mixed-use projects: 7985 Santa Monica Boulevard, 8555 Santa Monica Boulevard, and 8816 Beverly Boulevard Hotel. As well as the IS-MND for the assisted living project at 923 North Palm Avenue. Rincon is currently preparing the EIR for a mixed-use project at 1000 North La Brea Avenue.

Reference Info:
Francisco J. Contreras, AICP, Long Range Planning Manager
City of West Hollywood
8300 Santa Monica Boulevard
West Hollywood, California 90069
323-848-6874 | fcontreras@weho.org

Dates: October 2016 to Present
Staff: John Moreland (Director-in-Charge)
Jerry Hittleman (Project Manager)
Susanne Huerta (Project Manager)
Vanessa Villanueva (Project Manager)

Litigation History

Rincon is not currently involved in any litigation regarding our professional services. Rincon has also not been named in any lawsuits related to the services that we provide or for our failure to fulfill any of our contractual obligations. We complete hundreds of environmental studies in any given year and many are for the most controversial projects in a particular region.

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4 Work Plan

On-Call Planning Services

Staff Augmentation and Project Management

The cornerstone of Rincon's staff augmentation and contract planning philosophy is serving as an extension of City staff, while also placing our broad range of experience and technical expertise at the City's disposal. We aim to integrate seamlessly into the City Planning division at every level. One of our key strengths for our approach to contract planning is our involvement in projects from "inception-to-implementation" and spans from pre-planning through post-construction services, as shown in the table below.

Rincon Inception-to-Implementation Planning Services

Pre-planning	Project Analysis	Project Implementation	Post-construction
• Pre-application Review Meetings with Staff and/or Developer • Constraints Analysis • Planning Counter Communication • Planning Fee Administration	• Applications Completeness Review • Zoning and General Plan Consistency • Architectural Review Committee Hearing Facilitation • Planning Commission/ Council Staff Report Presentation	• Condition/Mitigation Measure Compliance Administration • Final Occupancy	• Regulatory Permitting • Mitigation/Construction Monitoring • Habitat Restoration

Rincon's professional planners provide permit application processing and project management as "dedicated planners," acting as an extension and under the direction of City staff. We initiate projects from pre-application through consideration by City decision-makers and post-approval steps, and we prepare draft and final planning documents and staff reports. We prioritize providing excellent customer service to applicants and other stakeholders, understanding the importance of demonstrating that our contract planners are as dedicated and knowledgeable as City staff. Most of our current planning team members are former public sector employees with an understanding of the customer service aspect of the development review process. Rincon will make every attempt to manage project costs by providing the planner most qualified for the specific assignment while also being conscious of the project budget.

The typical procedure and timeline for processing projects requesting entitlements involves:

- Receiving background information and copies of the project applications, site plans, technical reports, and any other relevant documents and studies from City staff
- Assigning a Rincon contract planner with experience commensurate to the complexity of the project within two business days
- Reviewing project applications for completeness and providing constructive input to applicants in a timely manner consistent with the Permit Streamlining Act
- Corresponding with and/or conducting meetings with staff and applicants to address outstanding issues
- Distributing project plans and application submittal information to City staff and other departments responsible for review (e.g., the City's Development Advisory Committee) in accordance with City timelines
- Facilitating staff review and collection of staff comments
- Advising and assisting staff and applicants with questions related to the project
- Coordinating with environmental consultants preparing CEQA/NEPA documents, or, under the direction of City staff, preparing environmental documents

- Processing legislative actions associated with proposed projects, including, but not limited to, specific plan, general plan, and zoning ordinance amendments
- Preparing public notices, staff reports, approval/denial findings, resolutions, and conditions of approval in accordance with City timelines
- Answering questions from members of the community, stakeholder groups, developers, or other interested parties during regular business hours as an extension-of-staff within 24 hours of receipt
- Confidential strategizing with special counsel and City Attorney related to potentially litigious projects and/or projects involving State or regional agencies
- Attending and presenting at Planning Commission, and/or City Council meetings or public meetings (neighborhood councils or other stakeholder organizations) in person or virtually at the City's discretion
- Administering condition compliance, building and safety plan check, and mitigation monitoring and reporting programs (MMRP)
- Managing case files in an organized manner and closing out cases per City procedures

Specialized Planning Projects

Our mission is to provide our clients with high-level professional expertise, leveraging our local experience and diverse team of experts to create a plan that is contextual and implementable while meeting the needs of the community. As with our current planning services, our approach to preparing municipal code amendments, policy documents, and implementation procedures centers on responding to our clients' specific needs in a cost-effective manner.

Client responsiveness is central to our customer service approach

Rincon staff will work closely with the City to understand project objectives and to resolve issues as they arise. We are comfortable working closely with multiple City departments, utilizing City-provided templates, and adapting to the City's preferred approach, in order to meet work objectives and customer satisfaction.

At Rincon, a Principal-in-Charge and Project Manager is assigned to every job, and the City can contact that Principal at any time to resolve any issues with the performance of the contract. Client responsiveness is central to our customer service approach; our managers and staff are required to respond to client calls and emails as quickly as possible and prepared to clearly explain or address any project issues or questions that could arise.

On-Call Environmental Services

Our firm has successfully prepared hundreds of CEQA and NEPA documents for agencies throughout California, including the City of San Fernando. We can assist the City with preparation and processing of environmental review documents listed in Section 2, *Project Experience*. Our work products will meet the requirements of the *CEQA Guidelines*, the City of San Fernando's approach to CEQA, State planning and zoning law, NEPA, and the National Historic Preservation Act.

Our team members have prepared many of these studies in and around the San Fernando Valley, and therefore, we are highly familiar with both local and broader agency requirements.

The scope of work for any environmental document or specialized technical study will depend upon the nature of the project being analyzed and will vary from project to project. We have assumed that most documentation will involve CEQA review, a lesser number will involve NEPA review, and that a range of specialized studies will also be requested. The following subsection briefly describes our general approach to preparing the documents required under this contract; however, our approach can be customized to meet the City's needs.

In addition to assisting our clients with the CEQA/NEPA process, our environmental planning group regularly prepares a broad range of technical studies (including air quality, GHG emissions, health risk, noise, water supply, and biological and cultural resources) to help engineering/design teams develop projects that avoid or minimize significant environmental effects. Our team members have prepared many of these studies in and around the San Fernando Valley, and therefore, we are highly familiar with both local and broader agency requirements. These studies have included simple special-status species surveys used in site selection and feasibility, and more detailed protocol level surveys to meet specific ordinance

and permitting agency requirements (Caltrans, RWQCB, USACE, CDFW, etc.). Our environmental planning team also supports developing and implementing MMRPs, including revegetation and habitat restoration, that may be required through the environmental planning process.

Approach to CEQA Document Preparation

Upon receiving an inquiry from the City on a particular project, an early step will be determining what level of CEQA review will be required. Rincon's project manager will obtain a detailed project description from City staff members and consider the location, scale, and implementation timeframe. Preliminary site research will be conducted, and all technical studies and environmental documentation will be evaluated relative to the *CEQA Guidelines*. The following are the typical procedures for an IS-MND and EIR.

IS-MND Process

- **Task 1 – Kickoff Meeting.** A kickoff meeting will be held with City staff to confirm study objectives and approaches, communication protocol, and schedule.
- **Task 2 – Project Description.** The project description will be submitted within approximately two weeks of the kickoff meeting and receipt of information regarding the project.
- **Task 3 – Administrative Draft IS-MND.** The Administrative Draft IS-MND will be prepared typically between four and six weeks, depending on the complexity of the project and the types of accompanying technical studies required.
- **Task 4 – Public Review Draft IS-MND.** Rincon will typically deliver the Public Review Draft IS-MND within one to two weeks of receipt of comments on the Administrative Draft IS-MND. Rincon will file the NOI with the County Clerk and State Clearinghouse (SCH) and the Public Review Draft IS-MND will circulate for a period of 20 to 30 days.
- **Task 5 – Final IS-MND.** Rincon will prepare written responses and submit to staff for review within one to two weeks of receipt of all comments received by close of the public review period. Revisions will be made as necessary, and a final set of responses will be provided with the Final IS-MND to be considered as part of project approval. The Final IS-MND will typically be provided within one week of receipt of all City comments regarding the responses. The Final IS-MND will be in the form of a single document that includes the Draft IS-MND (with final revisions in track changes), mitigation measures, and MMRP, as well as all agency and public comments and responses to comments. If desired, we can also prepare CEQA findings for the project in conjunction with the Final IS-MND. Within five days of project approval (if any), Rincon will file the NOD with the County Clerk and/or SCH.

EIR Process

- **Task 1 – Kickoff Meeting.** A kickoff meeting will be held with City staff to confirm study objectives and approaches, communication protocol, and schedule.
- **Task 2 – IS-NOP.** Rincon will prepare an IS checklist with supporting discussion, typically within three to four weeks. The IS will cover all items on the City's environmental checklist and will include facts and analysis to support all conclusions. Upon City approval of the IS, we will circulate a NOP of a Draft EIR.
- **Task 3 – EIR Scoping Meeting.** If required, a scoping meeting will be held during the 30-day NOP period to introduce the community to the proposed project and obtain input on the EIR scope of work (note: scoping meetings are required only for "regionally significant" projects).
- **Task 4 – EIR Project Description.** Rincon will prepare a description of the proposal being analyzed in the EIR, including descriptions of the site and its location, project characteristics relevant to the EIR analysis, project objectives, and required discretionary approvals. This typically includes textual, tabular, and graphic presentation.

- **Task 5 – Administrative Draft EIR.** Rincon will prepare an Administrative Draft EIR within six to eight weeks of release of the NOP. The EIR will include the following:
  - **Executive Summary.** Summary of the proposed project and associated environmental consequences presented in tabular format to simplify review by decision-makers and the public.
  - **Introduction and Environmental Setting.** Introductory sections (required by CEQA) that lay the groundwork for and summarize the substantive analysis to follow; the introduction describes the purpose and legal authority of the study, and provide a discussion of lead, responsible and trustee agencies; and the environmental setting provides a general description of the existing urban geographic character of the city and the site vicinity.
  - **Environmental Impact Analysis.** Analysis of impacts determined in the IS to be potentially significant includes four main components:
    - **Setting.** Description of current conditions with respect to the issue in question, including the existing regulatory environment.
    - **Impact Analysis.** Discussion of potentially significant effects of the proposed project, impacts are typically compared to established "thresholds of significance."
    - **Mitigation Measures.** Methods by which significant effects can be reduced or eliminated.
    - **Level of Significance after Mitigation.** Discussion of whether proposed mitigation measures reduce impacts to below the adopted significance threshold.
    - **Other CEQA-Required Discussions.** EIRs also include other discussions required by the *CEQA Guidelines*, including an analysis of potential growth-inducing impacts, a listing of significant irreversible changes, and a discussion of areas of public controversy.
    - **Alternatives.** See discussion below under Approach to NEPA Document Preparation.
- **Task 6 – Draft EIR.** Rincon will incorporate City comments on the Draft EIR and complete the Draft EIR, typically within two to three weeks. Rincon will file the NOA and circulate the Draft EIR for a period of 30 to 45 days.
- **Task 7 – Final EIR.** Rincon will complete the Final EIR after the receipt of all written comments received during the review period. The Final EIR will consist of the comments, responses, and revisions to the Draft EIR (if warranted), and the MMRP. If desired and required, we will also prepare CEQA Findings and a Statement of Overriding Consideration for the project.
  - **Response to Comments.** Within two to three weeks of receipt of all comment letters on the Draft EIR, Rincon will submit draft Response to Comments. Within one week of receipt of City comments on the draft report, Rincon will prepare the final Responses to Comments.
  - **MMRP.** Concurrent with the Responses to Comments report, Rincon will prepare an MMRP, which will be included in the Final EIR.
  - **CEQA Findings.** If requested by City staff, Rincon will prepare the CEQA Findings as part of the Staff Report.
  - **NOD.** Within five days of EIR certification and project approval (if any), Rincon will submit file the NOD with the County Clerk and/or SCH.

Approach to NEPA Document Preparation

Upon receiving an inquiry from the City on a particular project with federal agency involvement, an early step will be determining what level of NEPA review will be required specific to the federal lead's requirements. Rincon's project manager will obtain a detailed project description from City staff and consider the location, scale, and implementation timeframe. Preliminary research on the site will be conducted, and existing technical studies and environmental documentation will be reviewed. The following is a typical set of steps we would employ for an EA/Finding of No Significant Impact (FONSI) process and an EIS process.

For current NEPA projects under other on-calls, we have submitted projects through the U.S. Department of Housing and Urban Development (HUD) online portal, the HUD Environmental Review Online System (HEROS). As such, our team has been trained to use the HEROS platform and will be able to execute this task as a Partner User for City staff when necessary.

EA/FONSI Process

- **Task 1 – Kickoff Meeting.** Similar to IS-MND process.
- **Task 2 – Administrative Draft EA/FONSI.** The Administrative Draft EA/FONSI will be provided within six to eight weeks of receipt of notice to proceed and approval of the project description. This process typically involves preparation of a Section 106 report for compliance with the National Historic Preservation Act.
- **Task 3 – Public Review Draft EA/FONSI.** Rincon will deliver the Public Review Draft EA/FONSI within one to two weeks of receipt of comments on the Administrative Draft EA/FONSI.
- **Task 4 – Final EA/FONSI.** Rincon will prepare written responses and submit them to City staff for review within seven days of receipt of all comments received after the closing of the public review period. The Final EA/FONSI will be provided within one week of receipt of all comments regarding the responses.

EIS Process

- **Task 1 – NOI and Scoping Process.** Similar to EIR process.
- **Task 2 – Scoping Meeting.** Similar to EIR process.
- **Task 3 – Description of Project Alternatives.** Similar to EIR process, except all potential alternatives will be described in an equal level of detail, as required by NEPA.
- **Task 4 – Administrative Draft EIS.** Similar to EIR process except all potential alternatives will be analyzed at an equal level of detail, as required by NEPA.
- **Task 5 – Draft EIS.** Similar to EIR process.
- **Task 6 – Final EIS.** Similar to EIR process.
  - **Responses to Comments/Preliminary Final EIS.** Similar to EIR process.
  - **Final EIS Publication.** NEPA requires a 30-day review period for a Final EIS. The EIS will need to be made available for an additional 30-day review period following its publication.
- **Task 7 – Record of Decision (ROD).** The ROD will be issued no sooner than 30 days after the approved Final EIS is distributed or 90 days after the Draft EIS is circulated.

Alternatives under CEQA and NEPA

A reasonable range of alternatives will be identified during the process in concert with City staff and the federal lead, depending on the CEQA or NEPA document, respectively. For EIRs, evaluating alternatives typically involve less detail than required for NEPA documents. The analysis, whether CEQA or NEPA specific, will give decision-makers and the public adequate information to decide between alternatives. This section will also identify the "environmentally superior alternative." If the "no project - no building" alternative is deemed environmentally superior, the EIR will identify the alternative among the remaining scenarios.

Subconsultants

Fehr & Peers is passionate about transforming transportation consulting through innovation and creativity. We derive inspiration by partnering with communities to understand and shape local transportation futures objectively tailored to diverse needs. They will provide traffic and transportation studies for this on-call contract.

Gibson Transportation Consulting specializes in the preparation of the transportation and parking sections of environmental documents, including California Environmental Quality Act (CEQA) or National Environmental Policy Act (NEPA), neighborhood traffic management plans, bicycle and pedestrian studies, vehicle miles traveled (VMT) analyses, transportation demand management plans, general and specific plans, three-dimensional micro-simulation models, and multimodal, rideshare and transportation network company planning, and micro-transit planning. They will provide traffic and transportation studies for this on-call contract.

Iteris team members are experts in the fields of transportation planning, traffic engineering, and ITS. Knowledge of these practice areas enables Iteris to provide comprehensive services ranging from initial traffic impact studies, transportation modeling, planning, systems engineering, and detailed design, through implementation and performance measurement/monitoring. Iteris combines the knowledge of transportation engineers, systems engineers, system integrators, software engineers, and transportation planners to offer an unmatched combination of talent and experience. Iteris develops and deploys innovative solutions that help agencies reduce traffic congestion, enhance transit use, monitor and manage transportation networks, and provide greater access to reliable information to transportation system users and operators. They will provide traffic and transportation studies for this on-call contract.

Project Schedules

The Rincon team will be prepared to begin a work program described in this proposal immediately upon receipt of a notice to proceed. The following table shows a typical MND schedule that allows the MND to be circulated within about 16 weeks from the kickoff meeting and the MND process to be concluded within approximately 7-8 months depending on City reviews and the timing of the public hearings.

Key MND Task	Schedule from Receipt of Notice to Proceed
Kickoff Meeting	1 week
Administrative Draft MND and Technical Studies	10 weeks
City Review of Administrative Draft MND (assumes two rounds of review)	3 weeks
Draft MND Production	2 weeks
Public Review Period	4 weeks (30 days)
Administrative Draft Response to Comments (ADRTC) (assumes two rounds of review)	2 weeks
Final Comments and Responses	1 week
Final MND Production	1 week
Draft CEQA Findings	2 weeks
Meetings and Presentations	4-6 weeks

The following table shows a typical EIR (or EIS) schedule that allows the Draft EIR to be circulated within about 20 weeks from the kickoff meeting and the EIR process to be concluded within approximately 12 months depending on City reviews and the timing of the public hearings.

Key EIR Task	Schedule from Receipt of Notice to Proceed
Kickoff Meeting	1 week
Project Description	2 weeks
Initial Study	2 weeks
Notice of Preparation (NOP) (30-day comment period)	4.5 weeks
Scoping Meeting/Community Meeting	0.5 weeks
Administrative Draft EIR (ADEIR)	12 weeks
City Review of ADEIR (assumes two rounds of review)	3 weeks
Draft EIR Production	2 weeks
Public Review Period	6.5 weeks (45 days)
Comments and Responses Matrix	2 weeks
Meeting to Discuss Comments and Responses to Matrix	1 day
Administrative Draft Response to Comments (ADRTC) (assumes two rounds of review)	3 weeks
Final Comments and Responses	1 week
Final EIR Production (DEIR plus RTC)	1 week
Draft CEQA Findings and Statement of Overriding Considerations	2 weeks
Meetings and Presentations	4-6 weeks

5 Project Staffing

Key Personnel

Rincon has assembled a team of highly skilled environmental science and planning professionals who combine extensive technical qualifications and knowledge of CEQA with several years of experience working in the region. Brief resumes for key team members are included on the following pages.

Team Management

Key Staff and Position	Amount of Equivalent Experience (in years)	Education and Certifications	Recent Municipal Experience and Level of Involvement
John Moreland, AICP Director-in-Charge	18	MURP, California State Polytechnic University, Pomona BS, Business Administration, Pepperdine University American Planning Association, American Institute of Certified Planners (No. 309021)	Project Director for projects in the cities of West Covina, Hayward, Burlingame, Culver City, Stanton, and Signal Hill
Lilly Rudolph, AICP Planning Services Project Manager	18	MPA, Baruch College, City University of New York BA, International Relations, University of California, Davis American Planning Association, American Institute of Certified Planners (No. 023166)	Project Manager for projects in the cities of Culver City, Malibu, Simi Valley, Oxnard, Agoura Hills, and South Pasadena
Susanne Huerta, AICP Environmental Review Services Project Manager	16	Master of Urban Planning, New York University, Robert Wagner Graduate School of Public Service BA, Geography, University of California, Los Angeles American Planning Association, American Institute of Certified Planners (No. 026358)	Project Director for projects in the cities of Los Angeles, Burbank, West Hollywood, Walnut, and Long Beach

On-Call Planning Services

Key Staff and Position	Amount of Equivalent Experience (in years)	Certifications and Number of Years Certified	Recent Municipal Experience and Level of Involvement
Jerry Hittleman Assistant Project Manager	40	MURP, University of Colorado, Denver BA, Architecture and Environmental Studies, University of New Mexico	Senior Planner for projects in the cities of West Hollywood, Malibu, Simi Valley, Hayward, Monterey County, and West Covina
Reema Shakra, AICP Long Range Planning Policy Practice (General Plan) Lead	19	BS, Urban and Regional Planning, California State Polytechnic University, Pomona	Principal and project manager for projects in the cities of Monterey Park, San Fernando, Glendale, Huntington Park, and Beverly Hills.

Key Staff and Position	Amount of Equivalent Experience (in years)	Certifications and Number of Years Certified	Recent Municipal Experience and Level of Involvement
Denise Vo Staff Augmentation, Project Management, Specialized Planning Projects	7	BA, Public Administration, San Diego State University	Project manager for policy documents, Community Engagement lead, and planner for projects in San Diego County, Monterey Park, Madera, and Trinity
Bryce Haney Specialized Planning Projects	6	MCRP, California Polytechnic State University BS, Physical Geography, University of California, Santa Barbara	Planner for projects in the counties of Culver City, Huntington Park, and Marina
Susan Hernandez, Staff Augmentation, Project Management, Specialized Planning Projects	5	MURP, University of California, Los Angeles BA, International Development Studies, Minor, Urban and Regional Studies, University of California, Los Angeles CEQA Certificate – May 2020	Senior Planner for projects in the cities of West Covina, Pico Rivera, Kingsburg, Carlsbad, Marina, and Bakersfield
Lyndsey Baughman Planner	1	BA, Environmental Studies and English, University of California, Santa Barbara	Contract Planner for the projects in the county of Ventura, and in the cities of Malibu, Oxnard, Fresno, and San Joaquin
Jon Montgomery GIS Manager, Specialized Planning Projects	10	MESM, University of California, Santa Barbara BA, Psychology, minor in Environmental Science, University of Wisconsin, Madison	GIS Analyst for projects in Long Beach, Los Angeles, Santa Barbara, and Ventura Counties.

On-Call Environmental Review Services Pursuant to CEQA

Key Staff and Position	Amount of Equivalent Experience (in years)	Education and Certifications	Recent Municipal Experience and Level of Involvement
Danielle Griffith, CEQA Project Manager	20	JD, Western State University College of Law MA, Political Science, Specializing Public Policy, San Diego State University BA, Political Science, Sonoma State University	Director for projects in the cities of Los Angeles, Long Beach, Redondo Beach, Laguna Beach, Carson, Commerce, El Segundo, Calabasas, Simi Valley, and Burbank
Vanessa Villanueva CEQA Project Manager	7	BS, Environmental Science, University of California, Los Angeles	Assistant Project Manager for projects in the cities of Redondo Beach and West Hollywood; Project Manager for projects in the cities of Bell, Beverly Hills, Fontana, Los Angeles, Pico Rivera, and Santa Ana; Project Manager for a project in the County of Los Angeles

City of San Fernando
On-Call Professional Planning and Environmental Review Pursuant to CEQA Services

Key Staff and Position	Amount of Equivalent Experience (in years)	Education and Certifications	Recent Municipal Experience and Level of Involvement
Breana Campbell-King, RPA Cultural Resources Lead	11	MA, Anthropology, San Diego State University BA, Anthropology, San Diego State University BA, History, San Diego State University Registered Professional Archaeologist (No. 43670278)	Project Archaeologist for projects in Los Angeles and Long Beach.
Steven Treffers Architectural Historian	12	MHP, Historic Preservation, University of Southern California, Los Angeles Graduate Certificate Program, Architecture & Urbanism, University of Southern California, Los Angeles BA, European History, University of California, Santa Cruz	Project Manager and senior-level oversight for projects in the cities of Los Angeles, Burbank, West Hollywood, Agoura Hills, and Long Beach
Greg Ainsworth Natural Resources Manager	20	MA, Environmental Planning, California Polytechnic State University, San Luis Obispo BS, Environmental Horticulture Science, California Polytechnic State University, San Luis Obispo	Lead Arborist for projects in Ventura County, Thousand Oaks, Calabasas, and Agoura Hills
Aubrey Mescher Water Supply Assessments	18	MESM, Water Resources Management; University of California Santa Barbara BA, Environmental Studies/Film Studies; Emory University	Prepared Water Supply Assessments (WSAs) for projects in the cities of Los Angeles, Burbank, West Hollywood, Thousand Oaks
Josh Carman Acoustics, Air Quality, and GHG Emissions Specialist	22	BA, Environmental Studies, University of California, Santa Cruz	Director of Noise, Air Quality and GHG Services for projects in the cities of Los Angeles. West Hollywood. Beverly Hills, and Huntington Park.
Bill Vosti, MESM Air Quality, GHG Emissions, and Noise Specialist	8	MESM, Environmental Science and Management, University of California, Santa Barbara BA, Journalism, California State University, Chico AS, GIS, San Diego Mesa College	Technical Program Director for projects in the cities of Los Angeles, Long Beach, and San Bernardino

Focused Project Management

Overall supervision will be provided as an integral part of our project management protocol. Our management team and project managers use proven project management techniques to provide technical direction to our internal staff. These techniques include project tracking to monitor project progress from beginning to end. Our tracking system allows us to monitor the status of each task and to allocate staff resources to meet specific project needs. In addition, our team operates in accordance with a rigorous Quality Assurance/Quality Control (QA/QC) Manual, which formally codifies Rincon Consultants' QA/QC processes. The QA/QC Manual establishes clear roles and responsibilities for each client, protocols for the execution of each assignment, protocols for internal/external communication, and requires Principal or Director level oversight and review of all work products prior to product delivery. Rincon is also committed to following the City's internal processing procedures, which will ensure the delivery of high-quality products that meet or exceed expectations and meet or exceed all applicable professional standards and regulatory requirements.

Organizational Chart



Client and Project Management

John Moreland | Director of Community Planning



John Moreland will serve as the point of contact for planning services and responsible for managing day-to-day communications for on-call planning services. John is the Director of Community Planning at Rincon, overseeing a variety of entitlement and advance planning projects. He brings 19 years of experience in managing, processing, and coordinating entitlement and planning projects in over 85 jurisdictions throughout the western United States for both public and private sector clients. John specializes in the preparation of objective design standards and has included them in specific plans that he has prepared. He is currently overseeing a comprehensive update to the City of West Covina Zoning Code, and the Objective Design Standards project for Culver City. Using his extensive knowledge of development plans, entitlements, design trends, specific plans, environmental documents, and zoning code research, he provides valuable insight to each of his projects. As a well-rounded professional, John's versatile expertise allows him to manage complex development projects.

Select Project Experience

Director-in-Charge/Outreach Lead, City of West Covina – Development Code Update, West Covina

John is currently the Director-in-Charge of the comprehensive Development Code update for the City of West Covina. The Code update overhauls the Zoning and Subdivision portions of the Municipal Code that have not undergone a significant update in over 40 years. John also led the outreach meetings and is responsible for content for the project's website. The goal of the update is to streamline processes and procedures at the City, reduce the number of overall zones in the city, and make the Code easier to implement and less ambiguous. This scope also included an interim zoning overlay zone intended to comply with timing mandates for State law prior to the adoption of SB 197. Currently, the project team is nearing the end of its contract with the zoning code update being anticipated to be adopted in January 2024.

Specific Plan Lead/Environmental Lead, City of Burlingame – North Rollins Specific Plan, Burlingame

The City of Burlingame, as part of its General Plan update, identified the North Rollins Road corridor as a target area for future redevelopment. This corridor is a major employment base for the City and largely consists of light manufacturing businesses, warehouses, and auto repair shops. Given that the Millbrae CalTrain and BART station is located between a 5- and 15-minute walk from the North Rollins Road corridor, this district was selected by the City to be reimagined as a live/work neighborhood with parks, tree-lined streets, and a focus on the pedestrian experience and connectivity. The desire is to integrate residential into the existing industrial context and have the two uses interact with each other, providing both a business incubator and residential district. The result is a Specific Plan focusing on the pedestrian realm along Rollins Road, while including unique regulations for street performers, street vendors, craft breweries/distilleries, as well as a test art in public places ordinance for the City. In conjunction with the project team, John (while with a different firm) managed the Specific Plan, conducted outreach meetings, and led the implementation efforts of the plan. The Specific Plan, was unanimously adopted by City Council in September 2023.

Project Manager/Outreach Lead/Applicant Representative/Policy Drafter, County of Orange – 100-Acre Parcel Development Plan, Irvine

With a previous firm, John was the Project Manager for the 100-Acre Parcel project, a phased mixed-use development within the former Marine Corps Air Station and located adjacent to the Orange County Great Park. The 100-Acre Parcel was a public-private partnership between the County of Orange and Lowe Enterprises. John conducted numerous zoning studies, including a comprehensive density/intensity analysis for various uses in the city of Irvine. John also managed the Development Plan document that functions as a stand-alone zoning code and includes a vision, design guidelines, and streamlined, comprehensive, and easy-to-interpret development standards (including details such as signage, wireless facilities, and performance-based uses). The Development Plan also includes new processing requirements, inclusive of the creation of a new reviewing body to hold hearings for project developments, new findings, and appeals procedures.

Lilly Rudolph | Planning Services Project Manager



Lilly Rudolph provides staff augmentation as a current planning manager and oversees project management and specialized planning projects. Lilly is responsible for managing current planning assignments and long-range planning documents for municipal planning agencies. Over her career in planning, community development, and economic development, Lilly has developed a broad background of experience ranging from preparing community plans and form-based codes to overseeing civic engagement and outreach strategies. She has prepared and/or managed general plan updates, design guidelines, specific plans, historic resource surveys, and ordinances and is experienced in the preparation and management of CEQA documents for plan areas and development projects.

Select Project Experience

Project Manager, City of Culver City - Multifamily Residential and Mixed-Use Objective Design Standards, Culver City

Lilly uses her knowledge of State laws and experience in both preparing and implementing design standards to prepare multifamily residential and mixed-use objective design standards that applicants can understand and that the City can implement. She collaborates closely with City staff to better understand the challenges and opportunities associated with current development standards and to prepare design standards that will streamline development review and result in context-appropriate, high-quality development.

Project Manager/Contract Planner, City of Malibu – Various Projects, Malibu

Lilly provided contract planning services for the City of Malibu for over 6 years. She processed dozens of coastal development permit applications for single-family residential development on parcels with physical constraints such as bluffs, landslides, archaeological resources, steep slopes, environmentally sensitive habitat area, and visual resources. She also processed complex commercial projects requiring local coastal plan, general plan, and zoning map amendments. She oversees a team of planners to prepare agenda reports, resolutions, and the completeness of conformance letters. As an extension of staff, she made every effort to quickly adopt the City's workflow processes, writing, and communication styles, to seamlessly integrate into the workplace culture.

Project Manager, City of South Pasadena – Various Projects, South Pasadena

Lilly manages a team of planners to expedite project review for the City of South Pasadena Community Development Department. She oversees the preparation of scopes and cost estimates that are tailored to individual project complexity, coordinates with City staff through the design and development review process, and provides quality assurance for deliverables. Through this experience, she developed positive working relationships with City staff and is familiar with the City's development review process.

Project Manager, City of San Marino – Various Projects, San Marino

Lilly managed a team of planners to provide on-call professional planning services. She coordinated with City staff to assess the complexity and status of various projects, assigned cases to Rincon planners commensurate to their experience, provided quality assurance for all deliverables, and ensured that deadlines were met.

Project Manager, City of Simi Valley – Professional Planning Services, Simi Valley

Lilly oversees Rincon's Professional Planning Services contract with the City of Simi Valley. The Rincon team has performed current planning, long-range planning, GIS services, and environmental review assignments for the City since 2017. She currently oversees updates to the Safety Element following the adoption of the County of Ventura Multi-Jurisdictional Hazard Mitigation Plan.

Susanne Huerta | Environmental Review Services Project Manager



Susanne Huerta is a Director in Rincon's Environmental Sciences and Planning group in Los Angeles and will serve as the point of contact for environmental planning services. She is responsible for managing and preparing environmental and planning documents and technical impact analyses for a variety of projects, overseeing several on-call contracts. She has 15 years of experience preparing environmental analyses pursuant to CEQA and NEPA. Her experience includes a wide range of projects for residential, commercial, and community developments, utilities improvements and upgrades, and educational facilities. Susanne also prepares specialized technical reports on a range of planning and environmental topics, including aesthetics, agriculture, land use, and policy analysis.

Select Project Experience

Project Manager, City of Santa Ana – On-Call Services Environmental for the Planning Division and Housing Division, Santa Ana

Since 2015, Susanne has been the primary project manager for CEQA documents under Rincon's on-call contract with the City's Planning Division. She has managed the preparation of one MND and two EIR Addenda under this contract for mixed-use housing and commercial projects. While she was the primary project manager for the Housing Division, she managed the preparation of 10 NEPA Environmental Assessments (EA) for various affordable housing, park, and infrastructure improvement projects.

Project Manager, City of Los Angeles – On-Call Environmental Services, Los Angeles

Susanne is the primary project manager for three on-call environmental contracts with the City of Los Angeles for long-range planning documents, developments projects, and technical studies. Under these contracts, Rincon currently has five contracts for long-range planning documents (community plan updates) and several ongoing projects with developers for CEQA categorical exemptions, a SCEA, and technical studies (air quality and noise).

Project Manager, Los Angeles County Development Authority (LACDA) – On-Call Environmental Services, Los Angeles County

From 2015 to 2018, Susanne was the primary project manager and managed eight NEPA EAs for affordable housing projects in unincorporated areas of Los Angeles County under Rincon's on-call contract.

Project Manager, City of El Monte – On-Call Environmental Services, El Monte

Beginning in 2021, Rincon established an on-call contract with the City of El Monte. Susanne is the primary project manager and is currently managing the preparation of an IS-MND for a residential and park project.

Project Manager, City of West Hollywood –7985 Santa Monica Boulevard Project EIR, West Hollywood

Rincon prepared an EIR for a proposed mixed-use development located at 7985 Santa Monica Boulevard in West Hollywood. The project involved construction of a 79,000-square foot commercial building with creative office, retail, and restaurant spaces, and a subterranean nightclub. The project also includes three levels of subterranean parking containing 267 spaces. Key environmental issues included air quality, cultural resources, greenhouse gas emissions/sustainability, land use/planning, noise, transportation/traffic, and utilities and service systems.

Project Manager, City of Los Angeles – Ventura-Cahuenga Boulevard Corridor Specific Plan Amendment, Los Angeles

Rincon prepared an internal preliminary study to determine the CEQA document that should be prepared for the proposed amendments to the Specific Plan. This project is ongoing and primary issues of concern are anticipated to be air quality, noise, and transportation.

Technical Staff

On-Call Planning Services

Jerry Hittleman | Assistant Project Manager



Jerry Hittleman provides staff augmentation as a current planning manager and oversees project management and specialized planning projects. Jerry has experience in urban planning and environmental consulting throughout California. Jerry held the City Planner position at the City of Oceanside and was a planner and environmental specialist at various public agencies and private firms prior to joining Rincon. Jerry specializes in managing a variety of advance and current planning projects, including, but not limited to, overseeing a team of planners in comprehensive and targeted zone code updates, housing element updates, and entitlement review and processing of projects for a wide range of development projects. He is integrally involved in Rincon's contract planning practice.

Jerry has written a variety of planning ordinance documents, including Density Bonus/Affordable Housing ordinances, ADU ordinances, and single room occupancy or efficiency unit ordinances. He has also overseen CEQA projects, such as the IS-MND for the Jushi Holdings Dispensary project at 3800 Sepulveda Boulevard, Culver City.

Select Project Experience

Senior Contract Planner, City of West Hollywood – Various Ordinance Updates, West Hollywood

Jerry wrote and processed several zoning code ordinance updates for the City of West Hollywood. These include the City's Affordable Housing Regulations, Bicycle Parking, Commercial Project Streamlining, ADU Regulations, and rooftop outdoor dining regulations. He also wrote the City's adult-use cannabis regulations and merit-based cannabis business license process. Tasks for the updated cannabis ordinance included conducting a City Council Study Session prior to writing and processing the cannabis ordinance, several public and stakeholder meetings, working with City staff to formulate their cannabis business license criteria and process, and assisting in processing the merit-based applications.

Project Manager, KTGY – Comprehensive Zoning Code Update, West Covina

Jerry provides on-call contract planning support to the City of Monterey, related to the review of wireless facility applications received by the City. This includes the review of applications for completeness and preparation of incomplete letters, as appropriate, tracking the Federal Communications Commission "shot clock" deadline for applications, close coordination with City staff and project applicants, evaluation of radio frequency exposure, and preparing legal notices for public hearings.

Project Manager, City of Hayward – Density Bonus Ordinance Update, Hayward

Rincon was recently contracted by Monterey County to assist with processing cannabis permitting applications under an on-call agreement. Under this effort, Rincon staff operates as an extension of County staff for as-needed preparation of staff reports and resolutions for multiple applications. As part of this assignment, Rincon reviews each application for completeness and consistency with an adopted programmatic IS-MND, coordinates with County staff and project applicants, prepares incomplete and complete letters, and prepares staff reports. Jerry is the lead planner and project manager for this permitting effort.

Project Manager, City of Malibu – Wireless Ordinance Coastal Commission Comments Response, Malibu

Jerry assists the City of Malibu in preparing responses to Coastal Commission staff comments received regarding updates to the City's Wireless Facilities Ordinance. The majority of the work will consist of clarifying the scope of the Local Coastal Program amendment, revising the Local Coastal Program Consistency Analysis, and preparing a related Impact Analysis pursuant to Sections 13552(d) and 13511(a) of the Coastal Commission's Administrative Regulations.

Reema Shakra, AICP | Long Range Planning Policy Practice (General Plan) Lead



Reema is a Principal Climate Adaptation Program Manager with over 19 years of consulting and public agency experience in coastal and adaptation planning and community outreach and engagement. Reema has a wide-ranging policy background, having prepared or managed general plan updates, climate action plans, local coastal program updates, corridor plans, and climate adaptation plans. She co-authored an award-winning step-by-step guidebook for the Southern California Association of Governments region which provides local governments with a compendium of tools, resources, and best practices to efficiently advance their climate adaptation planning process. Reema has prepared climate vulnerability assessments and adaptation policies and measures and has also worked with coastal communities across California on sea-level rise and climate adaptation.

Select Project Experience

Project Manager, City of San Fernando – Safety, Environmental Justice, and Housing Element Update, San Fernando

The City of San Fernando is preparing an update to their Housing Element as part of the 6th Regional Housing Needs Assessment Cycle. Reema is preparing updates to the City's Safety Element and preparing a new Environmental Justice Element in keeping with new statutory State requirements.

Senior Planner, City of Port Hueneme – General Plan Update, Sea Level Rise Vulnerability Assessment, Climate Action and Adaptation Plan and EIR, Social Equity and Environmental Justice, Port Hueneme

Port Hueneme is updating their General Plan to address contemporary planning issues including streamlining housing production and economic resilience. The plan will also address all new statutory State requirements including State housing law requirements and CEQA streamlining, complete streets policies and programs, greenhouse gas emissions, climate adaptation and resiliency strategies, vehicle miles travelled analysis under CEQA, and environmental justice. Reema is providing senior oversight for technical analysis related to climate adaptation and resiliency. She is also leading the preparation of the EIR and Local Coastal Program Amendment.

Project Planner, City of Oceanside – Coast Highway Corridor Study and EIR, Oceanside

The Coast Highway project will implement the vision and strategy originally set forth in the Coast Highway Vision and Strategic Plan and will foster high-quality design and stimulate economic investment. Reema prepared a form-based Overlay Zone that includes tools to incentivize development within the Coast Highway Corridor. As part of the development of the Overlay Zone, Reema has evaluated the City's General Plan, certified Local Coastal Program, and zoning ordinance to determine current development standards and allowed uses along Coast Highway; researched form-based code and incentive zoning examples; and explored the feasibility of developing a transfer of development rights program. Reema assisted in facilitating a developer forum and community workshop to solicit feedback and real perspectives on the desirability and realities of the program and proposed incentives. This project is important to the residents and business owners of Oceanside as it is expected to facilitate the livelihood of the Coast Highway Corridor.

Project Manager, City of Pico Rivera – Planning and Environmental On-Call, Pico Rivera

Reema managed the planning and environmental consulting services on-call with the City of Pico Rivera. Reema assisted the City with their General Plan/Housing Element Annual Progress Report, including the identification of housing replacement sites and updates for compliance with the 2017 housing legislative package.

Deputy Project Manager, Los Cerritos Wetlands Authority – Los Cerritos Wetlands Restoration Program EIR, Long Beach and Seal Beach

The Los Cerritos Wetlands Authority (LCWA) is a joint powers agreement between the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC), State Coastal Conservancy (SCC), City of Long Beach, and City of Seal Beach. Reema served as the deputy project manager to develop an Optimized Restoration Alternative and Restoration Plan for 500 acres of salt marsh, seasonal wetlands, and other freshwater marsh in the Los Cerritos Wetland Complex.

Denise Vo | Staff Augmentation, Project Management, Specialized Planning Projects



Denise is a Senior Planner in Rincon's Environmental Sciences and Planning and Sustainability group. Denise has a strong understanding of public policy, regional planning, and land use regulations. Denise also has ample experience in project development, implementation of municipal regulations, and managing complex residential, commercial, and mixed-use projects. Through various projects, Denise has prepared robust community engagement plans in which she designed and conducted effective stakeholder engagement that encourages active participation from diverse stakeholder groups. Denise believes that public engagement is a key component in the success of projects and is committed to bringing transparency and inclusivity to the communities she works in.

Select Project Experience

Community Engagement Lead, City of Bakersfield – General Plan Update, Bakersfield

The Bakersfield General Plan Update includes a comprehensive update to all elements of the City's General Plan, including the Housing Element, as well as an in-depth community engagement plan. Denise plays a pivotal role as the engagement lead, guiding and overseeing the community engagement efforts. Denise facilitates engagement strategies and materials, collaborating closely with City staff, officials, and the consultant team. By incorporating feedback and analyzing data, Denise ensures that community engagement remains adaptable and fair, promoting equity in the engagement process.

Project Manager, City of Monterey Park – Housing Element Implementation Zoning Ordinance Amendments, Monterey Park

Denise serves as the project manager leading the initiative to support The City of Monterey Park in revising their Zoning Ordinance. This involves updating existing code to align with the Housing Element and recent legislative changes. The revisions encompass amendments to zoning districts, permitted uses, densities, and design standards. Special uses were incorporated, and housing regulations were carefully integrated to ensure consistency with local and state standards. Additionally, Denise leads community engagement efforts, ensuring the community is kept informed about the project through.

Project Manager and Community Engagement Lead, County of Madera – General Plan Update, Madera

The Madera County General Plan Update includes a comprehensive update key elements of the County's General Plan including the Housing Element, Safety Element, and the creation of a new Environmental Justice Element. The project also includes an in-depth community engagement plan. Denise serves as the Project Manager, leading the engagement efforts and facilitating work on the project deliverables through direction of and coordination with City staff, officials, and the consultant team.

Planner, County of Fresno – General Plan Review and Zoning Ordinance Update, Fresno County

Rincon is completing the preparation of the Fresno County General Plan and Zoning Code update and associated Program EIR. As part of the preparation, the team has updated the County's General Plan Background Report and prepared a draft General Plan, Zoning Ordinance, and Program EIR for public review. Denise plays an integral role in planning and conducting public outreach and engagement efforts for the project.

Planner, Merced County Association of Governments – Merced County Multi-Jurisdictional Housing Element

Rincon is working with the Merced Council of Governments to bring its Housing Element into compliance with state law, adopt a new Environmental Justice Element, and update its Safety Element. Denise works on the preparation of Affirmatively Furthering Fair Housing components for Merced County.

Bryce Haney | Specialized Planning Projects



Bryce Haney has specialized expertise in design, GIS and mapping, development standards, and developing policy documents. Bryce is a Planner within Rincon's Environmental Sciences, Planning, and Sustainability group. He holds a BS in Physical Geography from University of California, Santa Barbara and a Master of City and Regional Planning degree from California Polytechnic State University, San Luis Obispo. Bryce has experience in long-range planning, including housing elements, general plan updates, and specific plans. Bryce has worked with jurisdictions throughout California on housing sites inventories, constraints and resources analyses, objective design standards, and form-based coding approaches to development standards. Bryce brings graphics expertise to help clients and the public to better visualize land use changes resulting from updated zoning or other regulatory mechanisms. His 6+ years of experience with GIS prior to his time at Rincon lends deep familiarity with spatial analysis to all project teams and enables cross-disciplinary approaches to client needs.

Select Project Experience

Planner, City of Culver City – Objective Design Standards, Culver City

Bryce works closely with project leads to develop a series of objective design standards to govern residential and mixed-use developments. The City's objectives for this effort include achieving compliance with State laws, streamlining, and clarifying the development review process, adopting clear objective design standards that applicants can understand and that the City can implement, as well as garnering support from the community by collaboratively creating standards that will result in context-appropriate, high-quality development.

Planner, City of Marina – Downtown Vitalization Specific Plan, Marina

Bryce served as a planner for the City of Marina Downtown Visualization Specific Plan. Rincon prepared a Specific Plan to guide the development of the downtown core of the City of Marina, as well as a Program EIR to support this effort. The Specific Plan area encompassed approximately 225 acres of centrally located land and was intended to establish a residential, business, cultural, social, and governmental downtown center for the City of Marina. The project involved extensive community outreach to help guide the Specific Plan. Among the key issues include the possible narrowing of Reservation Road through the City's center from four to two lanes.

Planner, City of Huntington Park – Housing Element Update, Huntington Park

Bryce served as a Planner for the Huntington Park Housing Element update and is assisting with the preparation of the sites inventory, housing needs, and housing resources portions specifically. He works closely with City staff and HCD to ensure that the Housing Element meets all State statutory requirements and is consistent with the City's current and future housing needs.

Planner, City of Bakersfield – Housing Element Update, Bakersfield

Bryce currently serves as a Sites Inventory Specialist for the City of Bakersfield Housing Element update. He is working to identify sites within the city that would accommodate the jurisdiction's very large Regional Housing Needs Assessment (RHNA) allocation. In Bakersfield, Bryce contributed to the development of GIS tools to help the City review and efficiently offer feedback on potential sites.

Planner, City of Fullerton – Housing Element Update, Fullerton

Bryce currently leads the development of Fullerton's housing sites inventory during the 6th Cycle Housing Element update. He works closely with City staff to ensure that the sites inventory integrates an understanding of the City's goals for land use and development.

Susan Hernandez | Staff Augmentation, Project Management, Specialized Planning Projects



Susan Hernandez can provide staff augmentation, project management, and zoning-related services as an associate planner. Susan has a foundation in local government as a former planner for the City of Pico Rivera. She is experienced in site-plan review, entitlement processing, and environmental planning. While employed with the City of Pico Rivera, she assisted various city stakeholders such as developers, residents, and business owners navigate the city's zoning ordinances, General Plan, and City processes. She provided counter assistance to residents and developers in both English and Spanish. She processed, managed, and reviewed entitlements including commercial and multifamily residential projects. While managing entitlements, she held community outreach meetings, prepared staff reports and resolutions, and presented projects to the Planning Commission. With Rincon, she has assisted with a variety of advance and environmental projects such as general plan updates, zoning ordinance updates, IS-MNDs, and EIRs.

Select Project Experience

Planner, City of Oxnard – Contract Planning, Oxnard

Susan provides assistance to the City of Oxnard by reviewing planning applications for residential and commercial developments throughout the city, including coastal neighborhoods. She reviews site plans for consistency with applicable planning documents. She also organizes required community workshop meetings, prepares staff reports, and presents projects to Planning Commission.

Planner, City of West Hollywood – Various Zoning Ordinance Amendments, West Hollywood

Susan currently assists the City of West Hollywood amend their Zoning Ordinance to update existing regulations for various housing types that have the potential to increase affordability in their local housing market. She is responsible for researching best practices for housing regulations and development standards and ensures that new ordinances are clear and consistent with all applicable local and State standards.

Planner, City of Tehachapi-Contract Planning, Tehachapi

Susan currently assists the City of Tehachapi review and process planning applications for various development proposal throughout the city. She also provides assistance by answering questions from the public related to the City's Zoning Code and form-based code.

Planner, City of West Covina- Zoning Ordinance Update, West Covina

The City of West Covina is currently undergoing a Comprehensive Development Code update that includes both the Zoning and Subdivision Code, which have not undergone an update in 40 years. Susan prepared the Zoning Code update by researching best practices, ensuring consistency with current State laws, and updating language in the zoning ordinance to be clear and consistent.

Planner, City of Hayward – Density Bonus Ordinance Update, Hayward

Susan assisted the City of Hayward update of their Density Bonus Ordinance to be consistent with State Density Bonus Law and to further provide additional incentives to construct housing for target populations. She also created a user guide and checklist with visuals to assist both developers and city staff through the density bonus process.

Planner, City of Pico Rivera – Contract Planning, Pico Rivera

Susan provided a broad range of planning services to assist the City with daily planning activities and entitlement processing. She managed the public counter and facilitated entitlements including subdivision, variances, and Conditional Use Permits. She also processed minor planning applications and reviewed residential, commercial, and industrial projects for zoning conformance.

City of San Fernando
On-Call Professional Planning and Environmental Review Pursuant to CEQA Services

Lyndsey Baughman | Staff Augmentation/Project Management



Lyndsey Baughman provides staff augmentation, project management, and zoning-related services as a planning technician. Lyndsey is an emerging planner with a BA in Environmental Studies and English from the University of California, Santa Barbara. She serves as a Planner with growing experience for Rincon's Environmental Planning and Sustainability team. She is currently responsible for assisting in land use entitlement projects and permitting, wireless permitting, and writing CEQA and NEPA sections. She has experience in EAs, environmental review, and zoning compliance review.

Select Project Experience

On-Call Consulting Wastewater Management Program Planner, City of Malibu – Environmental Sustainability Department, Malibu

Lyndsey served as part of a team assisting the City's Environmental Sustainability Department with managing the Wastewater Program and issuing operating permits alongside City staff. Her work also included plan and application review and public counter assistance.

Planner Assistant, City of Oxnard – On-Call Permit Processing, Oxnard

Lyndsey is currently part of a team of contract planners tasked with reviewing and processing applications and materials submitted on a project-by-project basis. Her tasks also include assisting in Staff Report and Resolution drafting for the City and checking for plans' consistency with the City of Oxnard Zoning Code.

Planner, City of Oxnard – Wireless Permitting, Oxnard

Lyndsey serves as a contract planner for the City of Oxnard's wireless application process. She assists the City by reviewing wireless permit applications for consistency with City of Oxnard Zoning Code, plan check consistency, and application completeness.

Front Counter Planner, County of Ventura – Contract Planning, Ventura County

Lyndsey served as a planner at the front counter for Ventura County. Her tasks consisted of interacting with public customers on a walk-in basis, reviewing ministerial permits for consistency with the Zoning Code, and processing permits or reviewing next steps in the applicant permit process.

Contract Planner, Fresno Council of Governments – Contract Planning, Fresno Council of Governments

Lyndsey currently assists as a contract planner in implementing the Fresno Council of Governments effort to ensure that cities within Fresno County are in compliance with AB 1236, AB 970, and CEQA VMT local thresholds for small cities. Her work includes drafting staff reports, resolutions, and ordinance changes, while working alongside planning staff.

Planner, City of San Joaquin Contract Planning – Contract Planning, San Joaquin

Lyndsey currently assists the City in reviewing and processing planning applications for projects throughout the city. She also prepares noticing documents, staff reports, and resolutions for the respective projects.

Planner, Rincon Land Use Entitlement Services – Multiple Projects throughout Santa Barbara and Ventura Counties, extending throughout California

The Land Use Entitlement service line is the latest expansion for Rincon's entitlement services. Lyndsey works with Senior Supervising Planner Chris Price throughout many projects' entitlement and approval processes. She primarily assists in obtaining permits working through various application processes for multiple projects throughout Santa Barbara and Ventura counties for both private and public entities. She also communicates directly with clients, City staff, and other involved agencies, as well as providing research and technical support.

Jon Montgomery | GIS Manager/Specialized Planning Projects



Jon Montgomery oversees Rincon's GIS department and specializes in data management, custom mapping tool development, spatial analysis, and graphics production. His expertise includes extensive ESRI software experience, field tool equipment management, python programming, Adobe product suite software, CAD, and open source solutions. Jon's 10 years of GIS experience include working with regional and local government agencies, nonprofit organizations, and private firms to provide the highest quality analysis and products.

Select Project Experience

Lead GIS Analyst, Southern California Edison – Del Valle Substation Project, Los Angeles and Ventura County

Jon serves as the lead GIS Analyst for this multi-county utility design and construction project. He oversees the field data collection effort and applications deployment for a variety of survey efforts including nesting bird surveys, vegetation and waters mapping, and cultural resource surveys. Jon is responsible for project data management including review and QA/QC of all project data deliverables.

Lead GIS Analyst, Southern California Edison – Cal City 115kV Upgrade Project Substation Project, Kern and San Bernardino County

Jon serves as the lead GIS Analyst for this multi-county utility design and construction project. He oversees the field data collection effort and applications deployment for a variety of survey efforts including nesting bird surveys, vegetation and waters mapping, and cultural resource surveys. Jon is responsible for project data management including review and QA/QC of all project data deliverables.

Lead GIS Analyst, Southern California Edison – Santa Barbara County Reliability Project, Santa Barbara and Ventura Counties

Jon served as lead GIS Analyst for this multi-year linear utility construction biological monitoring project spanning over 30 miles. He managed the data needs for a team of dozens of field monitors, providing daily data updates, field collection tools, and training. He created GIS and data collection workflows that helped to streamline and increase efficiency across the project and stay on track with the multitude of weekly and monthly deliverables. Jon managed the engineering, construction, civil design, biological, and cultural datasets for this project, keeping all data up to date within detailed schema and metadata requirements. He was in charge of creating all project deliverable graphics and developed customized templates to serve the project needs including several detailed mapbooks spanning the 30 miles of the project area.

GIS Analyst, United Water Conservation District – Multiple Species Habitat Conservation Plan, Ventura County

Jon served as lead GIS Analyst for this project which entailed gathering and documenting data from a variety of sources, discussing data and graphical needs with the client, and producing the dozens of figures to accompany a reworked habitat conservation plan highlighting select species of concern.

GIS Analyst, City of Long Beach – Solar Site Suitability GIS Analysis, Long Beach

Gathered environmental, socio-economic, and energy related datasets to inform a site selection model. Created a survey to get weighting and scoring inputs from stakeholder groups. Developed a suitability model that scored parcels on solar development potential from survey and constraint factors to assist the City's Community Choice Aggregation efforts.

City of San Fernando
On-Call Professional Planning and Environmental Review Pursuant to CEQA Services

On-Call Environmental Review Services Pursuant to CEQA

Danielle Griffith | CEQA Project Manager



Danielle Griffith has over 20 years of progressively responsible experience in planning, environmental planning, and environmental policy and analysis. Additionally, Danielle worked for environmental regulation and land use transactional law firms for several years. Danielle's experience includes working as a project manager, leading large, interdisciplinary consultant teams in environmental planning efforts for a variety of residential, commercial, industrial, and mixed-use land development projects throughout Southern California. She also has experience in developing long- and short-term plans for land use, growth, and revitalization of urban, suburban, and rural communities. Danielle serves as the Director for a number of of-call contracts for cities throughout Southern California and has worked for both public agencies and private companies.

Select Project Experience

Project Director, City of Los Angeles Planning Department, Cornfield Arroyo Secco Specific Plan EIR, Los Angeles

Through our on-call contract with the City of Los Angeles Planning Department, Danielle is the Director for the preparation of an EIR consistent with CEQA for City-initiated, long-range planning activities that include general plan amendments and zone changes in the Cornfield Arroyo Seco Specific Plan (CASP) update. It is envisioned that the CASP update will include a refinement of development standards that apply to all development projects with a particular focus on the requirements related to housing development projects, such as development standards and thresholds. The CASP EIR will address both the refinement of development standards and the potential changes to development intensity.

Project Director, City of Laguna Beach, Planning Division, Laguna Beach

Danielle is the Director for the on-call CEQA services contract for the City of Laguna Beach. She has worked on a number of projects throughout the City, including CEQA analyses for two property acquisition projects in Laguna Beach for development of a replacement fire station or potential other civic use such as a park. Additionally, she was the Director for several residential IS-MNDs and the Director for a hotel renovation project located on Pacific Coast Highway.

Project Director, City of Long Beach, Planning Department, Long Beach

Danielle is the Director for the on-call CEQA services contract for the City of Long Beach. She has worked on a variety of projects in Long Beach including an EIR for the Beach Oil Minerals Property EIR for the Cerritos Wetlands Restoration Project. She has also worked with the City over the years on numerous industrial, residential and commercial projects. In addition, Danielle worked as contract planning staff for the City Planning Department.

Project Manager, City of Carson, Planning Department, Carson

Danielle served as the lead project manager for the City of Carson on a variety of successful projects and CEQA documents including the Porsche Driving Facility EIR, prepared and entitled in nine months from inception to entitlement. Other major projects in Carson include the Boulevards at South Bay EIR, Inland Star IS-MND, and peer review services for a number of projects from other agencies within City boundaries.

Project Director, City of Burbank, Community Development, Burbank

Danielle is one of the contract managers for the City of Burbank on-call CEQA services. One recent project she oversaw was the EIR for the Burbank Town Center project. The Burbank Town Center project would comprehensively redevelop the Burbank Town Center property (a considerable area of Downtown Burbank, with a unique mix of uses intended to create a vibrant urban neighborhood in Downtown Burbank.

Vanessa Villanueva | CEQA Project Manager



Vanessa Villanueva is responsible for preparing environmental and planning documents, assisting with public and private sector contract planning services, and providing technical impact analyses for a variety of projects. She has seven years of experience preparing and editing environmental analyses pursuant to CEQA/NEPA for infrastructure, housing and urban development, and long-range planning projects. Her responsibilities include performing research and analysis and/or completing assignments within agency offices and for private sector clients; preparing CEQA/NEPA environmental analyses and technical studies; assisting with the preparation of other comprehensive planning documents; conducting field work necessary to complete high-quality technical noise studies; assisting with in-house English-to-Spanish translations of environmental notices and other public outreach materials; and interacting with various members of public agency and private client staff on matters related to land use planning, CEQA/NEPA compliance, and land development application processing.

Select Project Experience

Project Manager, Los Angeles County Development Authority – On-Call Environmental Services, Los Angeles County

Since 2017, Vanessa has overseen the preparation of 35 EAs under Rincon's on-call contract with the LACDA for affordable housing projects receiving federal funding from the United States Department of Housing and Urban Development (HUD). Projects under this on-call have consisted of residential projects or mixed-use development projects in Los Angeles County (in both incorporated and unincorporated areas). She currently manages the preparation of EAs for affordable housing projects in the cities of Alhambra, Santa Fe Springs, and the unincorporated Florence-Graham area.

Project Manager, City of Santa Ana – On-Call Environmental Review Services for the Housing Division, Santa Ana

Since 2019, Vanessa has been the primary project manager for NEPA analyses under Rincon's on-call contract with the City's Housing Division. She has managed the preparation of 22 EAs/Finding of No Significant Impacts (FONSI) and Categorical Exclusions receiving federal funding from HUD. Projects under this on-call have consisted of affordable housing and infrastructure/public facility improvements projects in the city. Recently, she assisted the City with preparation of an EA/FONSI for the WISEPlace Permanent Supportive Housing Project, completed in March 2023.

Project Manager, City of Beverly Hills – Class 32 Categorical Exemptions for In-Fill Development, Beverly Hills

Vanessa managed various Class 32 Categorical Exemptions (CE) for hotel, commercial, residential, and mixed-use developments throughout Beverly Hills. Her responsibilities included conducting noise-monitoring and coordinating a team to prepare CE documents, including supporting technical memorandums analyzing a project's air quality, GHG emissions, historic resources, and noise impacts. Currently, she manages CEs for the 332 South Doheny Drive, 55 North La Cienega Boulevard, and 208 North Crescent Drive projects.

Project Manager, City of Fontana – Ventana at Duncan Canyon Specific Plan Amendment Update Supplemental EIR, Fontana

Vanessa served as Project Manager for the preparation of a Supplemental EIR for the proposed Specific Plan Amendment to the Ventana at Duncan Canyon Specific Plan, which was analyzed in a previous certified EIR (State Clearinghouse No. 2005111048) approved by the City of Fontana on March 27, 2007. The proposed Specific Plan Amendment involved a comprehensive modification and update to the overall development plan under the existing Specific Plan. The proposed project included the development of up to 476,500 square feet of commercial uses and 1,671 dwelling units. Vanessa managed a team of biologists, historians, archaeologists, and analysts to prepare a Draft EIR and Final EIR, which was approved by the City in September 2022.

Breana Campbell-King, RPA | Cultural Resources Lead



Breana has more than 11 years of academic and professional experience in archaeological fieldwork, research, consultation, and publications in California archaeology. She has worked extensively in the southern California region conducting Phase I cultural resources assessments and Phase II testing programs and supervising archaeological monitoring for various reclaimed, recycled, and new water infrastructure projects in compliance with Section 106 of the National Historic Preservation Act, NEPA, and CEQA as they pertain to cultural resources. Breana worked with several Native American groups in southern California and throughout the state conducting outreach and consultation for a wide variety of projects including coordinating with stakeholders and lead agencies for the repatriation and reburial of items of cultural patrimony. Breana is the lead archaeologist for Rincon's multi-year on-call environmental services contract with the Metropolitan Water District of Southern California, which includes execution of cultural resources analyses for water storage and delivery projects in Los Angeles, Riverside, San Diego, and San Bernardino counties.

Select Project Experience

Archaeologist, City of Eastvale – Eastvale Industrial Development Project, Phase I Cultural Resources Study, Eastvale

Breana was responsible for surveying and assisting in the completion of the technical report in support of an Environmental Impact Report examining an industrial development on vacant land in the City of Eastvale. Rincon prepared an Environmental Impact Report to examine a new 449,645-square foot industrial development on approximately 69 acres in Eastvale. The project required relocation of an existing Riverside County Flood Control District open channel with connection to a storm drainpipe. It also involved off-site grading and landscaping in an existing Caltrans right-of-way and on an adjacent property, the goal of which was to modify the site entrance to accommodate shared access.

Archaeologist, City of Santee – Braverman Drive Tentative Map Project Phase II Cultural Resources Investigation, Santee

Breana conducted Phase II test investigations, Phase III data recovery, and prepared reporting for a project on approximately 18 acres of vacant land adjacent to the San Diego River along Braverman Drive. Rincon was retained by Watt Communities to conduct a Phase I cultural resources survey and Phase II site evaluation for the proposed River Village Development (Braverman Drive Tentative Map) Project, located in Santee. The project site was approximately 18 acres of vacant land between the San Diego River and Braverman Drive. In the course of conducting the Phase I survey, Rincon archaeologists identified an unrecorded extension of a previously recorded prehistoric village, CA-SDI-5669.

Senior Archaeologist/Project Manager, City of Santee – Fanita Ranch Development Project, Santee

As the Senior Archaeologist, Breana designed and implemented a Phase II testing program for 13 archaeological sites located in the development footprint of the Fanita Ranch project. Breana supervised the field staff and coordinated with the Native American monitors to ensure the proper treatment and scientific excavation of cultural materials to provide eligibility recommendations for the sites. She oversaw the analysis of the recovered cultural material and was the lead author of the report prepared for the project in compliance with CEQA. Breana assisted the City with compliance for Assembly Bill 52 and Senate Bill 18.

Senior Archaeologist/Project Manager, KB Home Coastal – Mission 316 West Cultural Resources Phase II Testing and Evaluation, San Marcos

As the Senior Archaeologist, Breana designed and implemented a Phase II testing program for a multi-component site located in the development footprint for the project. Breana supervised the field staff and coordinated with the Native American monitors to ensure the proper treatment and scientific excavation of cultural materials to provide eligibility recommendations for the sites. Breana was the lead author of the report prepared for the project in compliance with CEQA. Breana assisted the City with compliance for Assembly Bill 52 and has participated in the consultation efforts for the project.

Steven Treffers | Architectural Historian



Steven is a senior architectural historian with Rincon's Cultural Resources Group with 12 years of experience. He meets and exceeds the Secretary of the Interior's Professional Qualification Standards for History and Architectural History (36 CFR Part 61) and has a wide range of experience with projects requiring historic resources compliance with Section 106 of the National Historic Preservation Act, California Environmental Quality Act, and local ordinances. He has worked on behalf of both project applicants and local agencies and understands the important role thorough and independent determinations play in the decision making process. Steven also understands the importance of placing a property within its appropriate historic context as part of the evaluation process. This ensures all potential significant historical and architectural considerations are considered when making a determination on a property's eligibility. In addition to his professional experiences, Steven is also a former member of the South Pasadena Cultural Heritage Commission, where he worked closely with design teams on projects involving alterations to historic resources to ensure compliance with SOI Standards and applicable design guidelines. As a result, he has extensive experience identifying character-defining features, reviewing architectural drawings, and collaborating with local governments, stakeholders, architects, and engineers to meet project objectives while retaining those elements that convey the reason for a historic resource's significance.

Select Project Experience

Architectural Historian, Metropolitan Water District of Southern California – Historic Building Documentation Packages, Southern California

Steven has prepared multiple historic building documentation packages for MWD. These documents were completed as part of the cultural resources mitigation adopted for various site and facilities improvements projects and presented the as-built and existing conditions of the properties, narrative statements of significance, and compiled historical documentation.

Senior Architectural Historian, City of Santa Barbara – Cabrillo Boulevard Bicycle and Streetscapes Improvements Project, Santa Barbara

Steven was the Senior Architectural Historian for a California Department of Transportation local-assistance program in the city of Santa Barbara. The project, which was subject to Section 106 of the National Historic Preservation Act, included the Montecito Sanitary District wastewater treatment plant within the boundaries of the Area of Potential Effects. Steven oversaw the cultural resources study, which included a records search, Native American and local interested parties consultation, intensive-level field survey, and preparation of technical studies. The wastewater treatment plant was evaluated within the context of water infrastructure in California and ultimately recommended ineligible.

Senior Architectural Historian, United Water Conservation District – Water and Energy Reliability Project, Ventura County

Steven acted as the Senior Architectural Historian for the United Water Conservation District Water and Energy Reliability Project. The proposed project was subject to CEQA and included solar and battery storage facility construction at four groundwater recharge basin facilities near the Oxnard. For this effort, Steven oversaw the recordation and evaluation of two groundwater recharge basin facilities to determine if they qualified as historical resources under CEQA. Both were recorded on California DPR 523 series forms and evaluated for historical significance. The findings were ultimately incorporated into a cultural resources technical report.

Senior Architectural Historian, City of Redondo Beach – Redondo Beach Transit Center, Redondo Beach

This project was a local assistance project in Redondo Beach in support of the development of a transit center. Methods included archival research, coordination with local historic groups and governments, and an intensive-level survey of post-World War II commercial properties. Steven provided senior-level oversight for all efforts, which also included preparation of Historical Resources Evaluation Report and Historic Property Survey Report.

Greg Ainsworth | Director, Natural Resources



Greg Ainsworth has over 20 years of experience conducting biological resource assessments on a variety of community development, water, energy, and infrastructure-related projects. Greg specializes in regulatory and permit compliance associated with the CEQA, Endangered Species Act, Clean Water Act, and other federal, State, and local regulations. His technical strengths include biological resource studies, impact analysis, development of mitigation strategies, State and federal wetland and species permitting, and restoration planning. Greg is a horticulturalist and certified arborist, currently providing as-needed arborist consulting services to several public and private entities. He is currently the consulting arborist for the cities of Calabasas, Agoura Hills, Thousand Oaks, and Goleta via as-needed contracts where he is responsible for managing protected trees within urban forests.

Select Project Experience

Arborist, City of Calabasas – On-Call Arborist Services, Calabasas

Greg is the City of Calabasas' arborist. His services include verification of tree survey reports, tree damage assessments, tree appraisals, tree risk assessments, expert witness testimony, review of Healthy Tree Permit Applications, and overall implementation of the City's Oak Tree Preservation Guidelines (Ordinance) for the City's Planning Department and Code Enforcement Division. Greg works closely with Planning staff, code enforcement personnel, and legal counsel, providing recommendations for preserving and mitigating the city's oak tree population, as well as supporting in determining retribution for oak tree violation cases.

Arborist/Urban Forester, City of Goleta – On-Call Arborist Services, Goleta

Greg is the City of Goleta's on-call arborist and urban forester. Under this on-call contract, Greg works closely with the City's Open Space Manager in managing the city's urban forest and open space areas. His services include verification of tree permit applications and peer review of tree survey reports, tree damage assessments, tree appraisals, tree risk assessments, expert witness testimony, and overall implementation of the Street Tree Ordinance. He is responsible for coordinating with the City's Protected Tree Advisory Committee on tree removal permit appeals from residents and in preparing staff reports and leading street tree agendas at planning commission meetings.

Arborist, City of Thousand Oaks – On-Call Arborist Services, Thousand Oaks

Greg is the City of Thousand Oaks' on-call arborist, responsible for managing the city's oak trees and woodland community. His services include verification of tree permit applications and peer review of tree survey reports, tree damage assessments, tree appraisals, tree risk assessments, expert witness testimony, and overall implementation of the City's Oak and Historic Tree Preservation Ordinances for the City's Community Development Department and Code Enforcement Division. He works closely with planning staff, code enforcement personnel, and legal counsel, providing recommendations for preserving and mitigating the city's native tree population.

City Oak Tree Consultant, City of Agoura Hills – Oak Tree Management, Agoura Hills

Greg is the City of Agoura Hills' consulting arborist, responsible for managing the city's oak trees and woodland community. His services include verification of tree survey reports, tree damage assessments, tree appraisals, tree risk assessments, review of Oak Tree Permit Applications, and overall implementation of the City's Oak Tree Ordinance. He works closely with planning staff in determining proposed development's effects on native oak trees and determining suitable mitigation, such as tree replacement and/or in-lieu fees.

Lead Arborist, Rockwell Scientific – Protected Tree Survey and Health Assessment, Thousand Oaks

Greg conducted a protected tree survey and health assessment and prepared a tree report per the City of Thousand Oaks Protected Tree Ordinance and the County of Ventura Tree Ordinance for a proposed residential development.

Aubrey Mescher | Water Supply Assessments



Aubrey has 18 years of experience managing and preparing CEQA and NEPA documentation and technical impact analyses for a variety of projects. Aubrey specializes in the analysis and management of water infrastructure projects and working to meet the needs of water agencies and districts of all sizes. Her technical analysis expertise includes water supply, groundwater resources, hydrology, flood control, drainage pattern alterations, water quality, waste discharge, the use of potentially hazardous materials, and consideration of existing hydrology-related hazards such as landslide and runoff potential. Aubrey is currently managing on-call environmental services contracts for Coachella Valley Water District in Palm Desert and United Water Conservation District in Ventura. Under both of these contracts, Aubrey works closely with agency staff to identify, characterize, and fulfill the environmental services needs associated with providing safe and reliable water supplies to the respective jurisdictions. In addition to managing and preparing CEQA and NEPA analyses, Aubrey is also skilled in communicating CEQA/NEPA processes and findings with the public in a variety of venues, including but not limited to public hearings, scoping meetings, and informational workshops.

Select Project Experience

Project Manager, Coachella Valley Water District – Palm Desert Groundwater Replenishment Project, Riverside County

Aubrey is the Project Manager for the preparation of an Environmental Impact Report and supporting technical studies for this important water supply project, consisting of a groundwater replenishment facility located in Palm Desert. Project components include the construction of new detention/infiltration basins, improvement of existing pump stations, construction of a new pump station, and implementation of pipeline extensions. Technical studies prepared for this project include an Air Quality Assessment, Biological Resources Assessment, Cultural Resources Assessment. Aubrey also prepared a Statement of Overriding Considerations, for environmental impacts that were determined in the EIR to be significant and unavoidable in the issue areas of Greenhouse Gases, as well as Hydrology and Water Quality. Additionally, Aubrey provided support with public outreach, meeting coordination and execution, agency coordination, and communication with the CVWD Board of Directors for project consideration. She is assisting CVWD in preparing a Clean Water Act Section 404 Individual Permit in coordination with the U.S. Army Corps of Engineers, to permit Phase II.

Project Manager, United Water Conservation District – Recycled Water Pipelines Project, Ventura County

Aubrey managed the preparation of an IS/MND for this project, located in the City of Oxnard, in Ventura County. The project consists of expanding the area's existing recycled water system to meet current water demands. It involves two sections of new pipeline that would transmit recycled water generated at the City of Oxnard's Advanced Water Purification Facility. These pipeline sections are located in local roadways: Riverpark- Saticoy Pipeline (15,000 feet) would extend existing recycled water pipeline in the Riverpark development in Oxnard to groundwater recharge basins in northern Saticoy; and Riverpark-Central Pipeline (4,500 feet) would connect the Riverpark-Saticoy Pipeline to an existing United pipeline in Central Avenue in order convey recycled water to the Pumping Trough Pipeline and Pleasant Valley County Water District customers. Aubrey managed technical staff preparing independent studies (cultural resources, biological resources, and air quality analysis.

Project Manager, United Water Conservation District – Santa Felicia Dam Safety Improvement Project, Ventura County

Aubrey is providing project management assistance to UWCD for the ongoing Federal Energy Regulatory Commission (FERC) non-capacity relicensing process at Santa Felicia Dam. In this capacity, Aubrey is functioning an extension of UWCD engineering/environmental staff, including with respect to the management of consultants preparing CEQA/NEPA documentation for the project, and coordination with regulatory agencies such as but not limited to FERC and National Marine Fisheries Service on behalf of UWCD. Sensitive issues associated with this project include safety concerns (particularly with the potential for structural failure if the project is not implemented); potential of altered flow releases on the downstream Habitat Conservation Plan area; potential construction-related impacts such as air quality and safety considerations associated with the presence of large vehicles and equipment.

Josh Carmen | Acoustics, Air Quality, and GHG



Josh Carman has over 20 years of experience in the field of acoustics and air quality and has participated in the environmental review and monitoring process for a wide variety of projects in California, Washington, Nevada, and New York. Josh prepares noise, air quality, GHG, and community health risk assessments for environmental impact studies (CEQA/NEPA) and technical studies using federal, State, and local guidelines and methodology. His experience includes complex project- and program-level analyses of general plan updates, specific plans, mixed-use developments, traffic, transit, and rail, vibration-sensitive, industrial, infrastructure, utilities, and telecommunications, long-term and remote construction noise and vibration monitoring, and underwater construction (e.g., pile driving) projects. He is certified in the use of the Federal Highway Administration's Traffic Noise Model, SoundPLAN, and the United States Environmental Protection Agency AERMOD air dispersion model.

Josh's project experience includes conducting the noise modeling, analysis and preparation of the noise assessment for the Prologis warehouse project in Los Angeles, the noise study report for the Mid-County Parkway EIR/EIS (a 16-mile transportation corridor in Riverside County), the air quality and GHG study for the Vallco Specific Plan in Cupertino, noise and vibration measurements for the VTA Silicon Valley Rapid Transit Extension, long-term construction noise and vibration monitoring for the East Bay Municipal Utility District Summit Reservoir Replacement Project, and the Title 24 acoustical study for the Lincoln at Euclid residential development in Anaheim. In addition, Josh has provided third-party review on a variety of different projects over the years.

Select Project Experience

Director, City of Los Angeles – One San Pedro Specific Plan EIR/EIS, Los Angeles

The project involves the adoption of a specific plan to guide redevelopment of the Rancho San Pedro public housing complex, services, amenities, and programming for the project site. Josh oversaw the review and incorporation of the findings from the Noise Study into the EIR/EIS and developed mitigation for operational recreational noise impacts.

Director, Camp Hess Kramer – Camp Hess Kramer Noise Peer Review, Ventura County

Camp Hess Kramer is located in the Malibu Hills, north of Pacific Coast Highway and west of Yerba Buena Road. The lower Camp Hess Kramer property and upper Gindling Hilltop Camp property have operated as an outdoor camp with special events since the 1960s. Amplified sound was used on both campsite areas, as needed, and customary for various camp activities, such as dance, yoga, performing arts, special events, and sporting activities. From November 8 to 21, 2018, the Woolsey Fire destroyed 96,949 acres in Ventura and Los Angeles counties, including major portions of Camp Hess Kramer. The proposed project would rebuild and replace camp structures and uses in the same general areas as they existed before the fire, with amplified sound occurring in locations referenced in the rebuild plan. Advanced Engineering Acoustics prepared the noise assessment for the proposed project, and Josh provided third party peer review.

Director, Paladin Equity – Everhome Suites Hotel Project Acoustical Analysis, Simi Valley

Josh oversaw the preparation of a Title 24 Acoustical Study for the proposed Everhome Suites hotel project in Simi Valley. The project would involve construction and operation of a 114-unit, four-story hotel. The California Building Code codifies the State of California's noise insulation standards for new construction for the purpose of interior compatibility with exterior noise sources. The regulations specify that acoustical studies must be prepared when new buildings with habitable rooms are near major transportation noises and where noise sources create an exterior noise level of 60 dBA CNEL/L_{dn} or higher. Acoustical studies that accompany building plans must demonstrate that the design of the structure will limit interior noise in habitable rooms to 45 dBA CNEL/L_{dn}. Rincon made recommendations to ensure that interior noise levels would comply with the Title 24 requirements.

Bill Vosti, MESM | Program Manager – Air Quality, GHG, and Noise



Bill Vosti has 9 years of experience preparing air quality, GHG, and noise technical analyses pursuant to CEQA/NEPA. Bill is proficient with various noise prediction models (e.g., CadnaA, SoundPLAN, and the Federal Highway Aministration's Traffic Noise Model) and air quality and GHG models (e.g., California Line Source Model series, EMission FACtors Model series, American Meteorological Society/Environmental Protection Agency Regulatory Model, Hotspots Analysis and Reporting Program, and California Emissions Estimator Model [CalEEMod] series). Bill also leads Rincon's Air Quality, GHG Emissions, and Noise group by managing technical staff and providing quality assurance reviews.

Select Project Experience

Air Quality, GHG, and Noise Analyst, HACLA – Rancho San Pedro EIR/EIS, Los Angeles

Bill was a technical specialist and quality assurance reviewer on the One San Pedro Specific Plan EIR/EIS, which includes the redevelopment of the 21-acre, 478-unit Rancho San Pedro public housing complex. The redevelopment would positively transform the community while reducing potential displacement of existing residents by expanding housing opportunities. Technical issues included air quality, health risk, and noise exposure from a long construction period.

Project Manager, Nayssan Properties – Beloit Terraces Multifamily Residential Project, Los Angeles

Bill was a Project Manager and quality assurance reviewer for Air Quality and GHG Emissions Study, Health Risk Assessment, and Noise Study for a multifamily residential project adjacent to the 405 freeway. Key issues included health risk exposure and traffic noise from the freeway to future occupants of the project. Reduction measures included high-quality filters and soundwalls for the project's rooftop lounge area.

Air Quality Analyst, A & S Engineering – 5005 Long Beach Boulevard Project, Long Beach

Under the on-call contract with the City of Long Beach, Bill performed air quality analysis for a car wash addition to a gas station in Long Beach. Key technical issues included quantifying the project's air quality emissions from construction activities and idling cars during operation to the adjacent elementary school. Emissions were compared to both local and regional South Coast Air Quality Management District thresholds.

Air Quality, GHG, and Noise Peer Reviewer, City of Long Beach – 2400 East Artesia Boulevard Warehouse/Distribution Facility Project, Long Beach

Under the on-call contract with the City of Long Beach, Bill was a peer review analyst for the Air Quality Impact Analysis, Health Risk Assessment, and Noise Technical Report for an approximately 416,160-square-foot, 48-foot-high, concrete tilt-up building on a 17.2-acre project site. Peer review tasks included ensuring the reports complied with City of Long Beach and South Coast Air Quality Management District standards, and providing a written memorandum for the report preparers to address deficiencies so that the reports would be CEQA defensible.

Air Quality, GHG, and Noise Analyst, California State University, Northridge, - MND for the Northridge Center for Equity and Innovation Technology, Northridge

Bill acted as the Air Quality, GHG, and Noise Analyst for the proposed Center for Equity project that involves construction of a 21,000-assignable-square-foot/35,000-gross-square-foot addition on the east side of Jacaranda Hall. The Center for Equity will serve a dual purpose as a hub for collaboration and interdisciplinary design and engineering, prototype creation, pre-manufacture, and innovative College of Engineering and Computer Science curriculum, as well as spaces for the college's Science, Technology, Engineering and Mathematics programs for P-14 students. Issues for the project included construction noise to nearby classrooms and mechanical noise from rooftop equipment.

Office Locations

Carlsbad
2215 Faraday Avenue
Suite A
Carlsbad, California 92008
760-918-9444

Fresno
7080 North Whitney Avenue
Suite 101
Fresno, California 93720
559-228-9925

Los Angeles
250 East 1st Street
Suite 1400
Los Angeles, California 90012
213-788-4842

Monterey
80 Garden Court
Suite 240
Monterey, California 93940
831-333-0310

Oakland
449 15th Street
Suite 303
Oakland, California 94612
510-834-4455

Palm Springs
777 East Tahquitz Canyon Way
Suite 200-127
Palm Springs, California 92262
760-203-5120

Riverside
11801 Pierce Street
Suite 200
Riverside, California 92505
951-405-0979

Sacramento
4825 J Street
Suite 200
Sacramento, California 95819
916-706-1374

San Diego
8825 Aero Drive
Suite 120
San Diego, California 92123
760-918-9444

San José
99 South Almaden Boulevard
San José, California 95113
408-577-3008

San Luis Obispo
1530 Monterey Street
Suite D
San Luis Obispo, California 93401
805-547-0900

Santa Barbara
319 East Carrillo Street
Suite 105
Santa Barbara, California 93101
805-319-4092

Ventura (headquarters)
180 North Ashwood Avenue
Ventura, California 93003
805-644-4455

6 Proposal Cost Sheet and Rates

Standard Fee Schedule for Environmental Sciences and Planning Services

Professional, Technical and Support Personnel*	Hourly Rate				
	January 1 – December 31, 2024	January 1 – December 31, 2025	January 1 – December 31, 2026	January 1 – December 31, 2027	January 1 – December 31, 2028
Senior Principal	$319	$330	$342	$366	$379
Principal	$307	$318	$329	$353	$365
Director	$307	$318	$329	$353	$365
Senior Supervisor II	$292	$302	$313	$335	$347
Supervisor I	$272	$282	$292	$313	$324
Senior Professional II	$255	$264	$273	$293	$303
Senior Professional I	$238	$246	$255	$273	$283
Professional IV	$211	$218	$226	$242	$250
Professional III	$196	$203	$210	$225	$233
Professional II	$174	$180	$186	$200	$207
Professional I	$155	$160	$166	$178	$184
Associate III	$130	$135	$140	$150	$155
Associate II	$117	$121	$125	$134	$139
Associate I	$109	$113	$117	$125	$129
Field Technician	$94	$97	$100	$108	$112
Data Solutions Architect	$196	$203	$210	$225	$233
Senior GIS Specialist	$187	$194	$201	$215	$223
GIS/CADD Specialist II	$167	$173	$179	$191	$198
GIS/CADD Specialist I	$150	$155	$160	$172	$178
Technical Editor	$147	$152	$157	$168	$174
Project Accountant	$125	$129	$134	$144	$149
Billing Specialist	$107	$111	$115	$123	$127
Publishing Specialist	$120	$124	$128	$137	$142
Clerical	$107	$111	$115	$123	$127

* Professional classifications include environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability experts, cultural resources experts, and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of $400.

Reimbursable Expenses

Direct Cost	Rates
Photocopies – B/W	$0.25 (single-sided), $0.45 (double-sided)
Photocopies – Color	$1.55 (single-sided), $3.10 (double-sided)
Photocopies – 11” by 17”	$0.55 (B/W), $3.40 (color)
Oversized Maps	$8.50/square foot
Digital Production	$15/CD, $20/flash drive
Light-Duty and Passenger Vehicles*	$90/day
4WD and Off-Road Vehicles*	$150/day

*Current IRS mileage rate for mileage over 50 and for all miles incurred in employee-owned vehicles.

Direct Costs. Other direct costs associated with the execution of a project, that are not included in the hourly rates above, are billed at cost plus 16%. These may include, but are not limited to, laboratory and drilling services, subcontractor services, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment, and vehicles other than covered by the above charges.

Annual Escalation. Standard rates subject to 3.5% annual escalation, on January 1.

Payment Terms. All fees will be billed to Client monthly and shall be due and payable upon receipt or as indicated in the contract provisions for the assignment. Invoices are delinquent if not paid within 10 days from receipt or per the contractually required payment terms.

Equipment	Rate
Environmental Site Assessment	
Soil Vapor Extraction Monitoring Equipment	$160
Four Gas Monitor	$137
Flame Ionization Detector	$110
Photo Ionization Detector	$82
Hand Auger Sampler	$62
Water Level Indicator, DC Purge Pump	$46
CAPDash	$7,500
Natural Resources Field Equipment	
UAS Drone	$300
Spotting or Fiberoptic Scope	$170
Petterson Bat Ultrasound Detector/Recording Equipment	$170
Sound Level Metering Field Package (Anemometer, Tripod and Digital Camera)	$113
GPS (Sub-meter Accuracy)	$67
Infrared Sensor Digital Camera or Computer Field Equipment	$57
Scent Station	$23
Laser Rangefinder/Altitude	$11
Pit-fall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar	$9
Mammal Trap, Large/Small	$1.55/$0.55
Water and Marine Resources Equipment	
Boat (20 ft. Boston Whaler or Similar)	$800
Multi Parameter Sonde (Temp, Cond, Turbidity, DO, pH) with GPS	$170
Water Quality Equipment (DO, pH, Turbidity, Refractometer, Temperature)	$62
Refractometer (Salinity) or Turbidity Meter	$38
Large Block Nets	$114
Minnow Trap	$98
Net, Hand/Large Seine	$57
Field Equipment Packages	
Standard Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet, Safety Equipment, and Botanic Collecting Equipment)	$114
Remote Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet and Mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)	$144
Amphibian/Vernal Pool Field Package (Digital Camera, GPS, Thermometer, Decon Chlorine, Waders, Float Tube, Hand Net, Field Microscope)	$170
Fisheries Equipment Package (Waders, Wetsuits, Dip Nets, Seine Nets, Bubblers, Buckets)	$57
Underwater and Marine Sampling Gear (U/W Photo/Video Camera, Scuba Equipment (Tanks, BCD, Regulators, Wetsuits, etc.)	$57/diver
Marine Field Package (PFDs – Personal Flotation Devices, 100-foot Reel Tapes with Stainless Carabiners, Pelican Floats, Underwater Slates, Thermometer, Refractometer, Anemometer, Various Field Guides)	$100
Insurance, Hazard and Fees	
Historic Research Fees	$55
L&H Dive Insurance	$57/diver
Level C Health and Safety	$70/person

FEHR PEERS

Fehr & Peers Hourly Billing Rates

Classification	Hourly Billing Rates (annual escalation)		
	2023-2024	2024-2025	2025-2026
Principal	$250-$395	$265-$420	$280-$445
Senior Associate	$215-$310	$230-$330	$240-$350
Associate	$185-$285	$195-$305	$205-$320
Senior Engineer/Planner	$160-$250	$170-$265	$180-$285
Engineer/Planner	$135-$200	$140-$215	$150-$225
Senior Engineering Technician	$150-$240	$155-$255	$165-$270
Senior Project Accountant	$170-$215	$180-$230	$190-$245
Senior Project Coordinator	$130-$195	$135-$210	$145-$220
Project Coordinator	$115-$180	$120-$195	$125-$205
Technician	$130-$185	$135-$200	$145-$210
Intern	$100-$150	$105-$160	$110-$170

- *Other Direct Costs/Reimbursable expenses are invoiced at cost plus 10% for handling.*
- *Personal auto mileage is reimbursed at the then current IRS approved rate (65.5 cents per mile as of Jan 2023).*
- *Voice & Data Communications (Telephone, fax, computer, e-mail, etc.) are invoiced at cost as a percentage of project labor.*

Fehr & Peers reserves the right to change these rates at any time with or without advance notice.

RATE SHEET
Rates Effective January 1, 2022

Principal	$325
Senior Associate	$195-$225
Associate	$155-$175
Principal/Administrative Manager	$175
Technician	$135

Time spent in depositions and court testimony will be billed at 150% of the above rates.

iteris® Rates for City of San Fernando On-Call

CATEGORY	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5
Support Staff I	124	129	134	139	145
Support Staff II	193	201	209	217	226
Analyst	131	136	142	147	153
Assistant Engineer/Planner	146	151	157	164	170
Associate Engineer/Planner	167	174	181	188	196
Engineer/Planner	182	189	197	205	213
Senior Engineer/Planner/Manager I	237	246	256	266	277
Senior Engineer/Planner/Manager II	269	280	291	303	315
Associate Vice President/Principal/Director	308	321	334	347	361
Vice President	411	428	445	463	481
Software Development Engineer	222	231	240	250	260
Software Development Engineer Lead	320	333	346	360	375

RESOLUTION NO. 8318

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, ADOPTING A BUDGET FOR THE FISCAL YEAR 2024-2025 AND ESTABLISHING ESTIMATED REVENUES AND APPROPRIATIONS AS DESCRIBED HEREIN

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

WHEREAS, the City Council has reviewed and modified the proposed budget and conducted a Public Hearing on the budget on July 1, 2024; and

WHEREAS, the City Council has determined that it is necessary for the efficient management of the City that certain sums raised from revenues, transfers, and reserves of the City be appropriated to the various departments, offices, agencies and activities of the City;

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

SECTION 1. An annual budget for the City of San Fernando for the fiscal year beginning July 1, 2024 and ending June 30, 2025, a copy of which is on file in the City Clerk's Office (the "Annual Budget"), is hereby adopted; that Annual Budget being the proposed budget, as amended, modified and corrected in open study sessions before the City Council.

SECTION 2. The sums of money set forth in the Annual Budget are hereby appropriated from the revenues and the reserves of the City of San Fernando to the respective funds and accounts therein set forth for expenditure during Fiscal Year 2024-2025 for each of the several objects of Salaries and Wages, Operations and Maintenance, Capital Outlay and Public Improvements.

SECTION 3. The sums of money set forth in Exhibits "1", "2", "3", "4", "5", "6" and "7" are hereby appropriated to the following named departments, offices, agencies and activities of the City for expenditures during Fiscal Year 2024-2025 as shown in Exhibits "1", "2", "3", "4", "5", "6" and "7".

SECTION 4. Work programs in the published adopted budget shall be revised to reflect necessary updates and direction from the City Council on May 13, 2024, May 20, 2024, May 28, 2024, and June 3, 2024.

SECTION 5. Account balances that are encumbered as of June 30, 2024, may be carried over and re-budgeted in the fiscal year 2024-2025 budget with the approval of the City Manager or his/her designee.

SECTION 6. The unexpended account balances, as of June 30, 2024, for Capital expenditures, capital grants, and Capital Improvement Projects may be carried over and re-budgeted in the fiscal year 2024-2025 budget with the approval of the City Manager or his/her designee, provided it does not exceed the prior year adjusted budget.

SECTION 7. Appropriation transfers may be made within departmental budgets from one functional category to another or from one division or section to another with the approval of the City Manager or his/her designee, provided there is no net increase in the department's total appropriation.

SECTION 8. Appropriation transfers to cover retirement/termination related leave payoffs may be made from the non-departmental contingency account to accounts within the budget categories of the various departments, divisions and offices with the approval of the City Manager or his/her designee.

SECTION 9. The City Manager or his/her designee is authorized to increase revenues and appropriations to cover contract costs incurred in connection with tax audits that are incurred on a contingency fee basis, provided the adjustment to revenues equals or exceeds the adjustment to appropriations.

SECTION 10. The City Manager or his/her designee is authorized to increase revenues and appropriations to cover contract costs such as reimbursable planning services, recreation enrichment classes, youth sports programs or other services that will be reimbursed by an applicant, provided the adjustment to revenues equals or exceeds the adjustment to appropriations.

SECTION 11. The Purchasing Officer is authorized hereunder to proceed with purchases of goods and services under Blanket Purchase Orders for vendors identified in Exhibit "7" provided the total cost for goods and services does not exceed the "not-to-exceed" amount for each vendor. The Purchasing Officer is authorized to increase each Blanket Purchase Order identified in Exhibit "7" in an amount not-to-exceed the Purchasing Officer's purchasing authority of $25,000 per Blanket Purchase Order.

SECTION 12. No such carry overs or transfers authorized pursuant to the foregoing paragraphs shall be construed as establishing additional regular positions without prior approval of the City Council.

SECTION 13. The City Manager or his/her designee is authorized to carry over any unspent funds from the Community Investment funds from all prior fiscal years.

SECTION 14. 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 1st day of July, 2024.

DocuSigned by:
Celeste Rodriguez
1802A32830E7406...

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

ATTEST:

DocuSigned by:
Julia Fritz
E4162E636E934B3...

Julia Fritz, City Clerk

RES. NO. 8318

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. 8318 which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 1st day of July, 2024, by the following vote of the City Council:

AYES: Garcia, Solorio, Fajardo, Mendoza, Rodriguez - 5

NAYS: None

ABSENT: None

ABSTAINED: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this 5th day of July, 2024.

DocuSigned by:
Julia Fritz
E4162E636E934B3...

Julia Fritz, City Clerk

City of San Fernando **EXHIBIT "1"**
Adjustments to Proposed Budget **RES. NO. 8318**
Fiscal Year 2024-2025

001 - GENERAL FUND

Beginning Fund Balance: **10,001,735**

Proposed Revenue Total **28,055,808**

Account - Description	*Proposed Estimate*	*Revised Estimate*	*Change*
N/A	-	-	-
Total Revenue Adjustments	-	-	-

Revised Revenue Total **28,055,808**

Proposed Expenditure Total **26,729,059**

Account - Description	*Proposed Appropriation*	*Revised Appropriation*	*Difference*	
Approved Enhancements				
001-105-0000-4300 DEPARTMENT SUPPLIES	8,500	10,500	2,000	Marketing Materials
001-115-0000-4260 CONTRACTUAL SERVICES	17,194	25,694	8,500	Records Retention Schedule
001-116-0000-4260 CONTRACTUAL SERVICES	-	60,000	60,000	Elections Expenses - LA County
001-150-0000-41XX PERSONNEL COSTS	182,398	367,398	185,000	New Position: Planning Manager
001-140-0000-4270 PROFESSIONAL SERVICES	40,696	140,696	100,000	Contract Services: Deputy Bldg Official/Insp.
001-152-0000-4300 DEPARTMENT SUPPLIES	4,500	8,000	3,500	Post Card Mailing Residential Properties
001-135-0000-4270 PROFESSIONAL SERVICES	112,367	137,367	25,000	IT Managed Services Provider Replacement
001-135-0000-4260 CONTRACTUAL SERVICES	369,532	509,532	140,000	Financial Sys. Replacement (Implem. & Subscr.)
001-135-0000-4300 DEPARTMENT SUPPLIES	500	25,500	25,000	Citywide PC Replacement Program (Year 2)
001-133-0000-4365 TUITION REIMBURSEMENT	1,500	6,000	4,500	HR Tuition Reimbursement
001-133-0000-4370 MEETINGS, MEMBERSHIPS & TRAVEL	500	5,500	5,000	HR Staff CPE/Conferences
001-133-0000-4103 WAGES-PERMANENT EMPLOYEES	32,859	37,859	5,000	Reclass Personnel Office Clerk to PT Admin Asst.
001-135-0000-4260 CONTRACTUAL SERVICES	369,532	399,532	30,000	4x Handheld Ticket Writer
001-225-0000-41XX PERSONNEL COSTS	4,332,160	4,372,160	40,000	Position Reclass: Police Corporal Program (5)
001-135-0000-4260 CONTRACTUAL SERVICES	369,532	380,852	11,320	E-Subpoena (year 1)
001-222-0000-4270 PROFESSIONAL SERVICES	12,290	27,290	15,000	Background Investigations (10)
001-225-0000-4360 PERSONNEL TRAINING	12,290	32,290	20,000	POST Training for New Officers
001-222-0000-4300 DEPARTMENT SUPPLIES	100,600	110,600	10,000	Ammunition Cost Increase
001-222-0000-4365 TUITION REIMBURSEMENT	-	8,000	8,000	PD Tuition Reimbursement
001-224-0000-4365 TUITION REIMBURSEMENT	-	6,000	6,000	PD Tuition Reimbursement
001-225-0000-4365 TUITION REIMBURSEMENT	-	18,000	18,000	PD Tuition Reimbursement
001-424-0000-4260 CONTRACTUAL SERVICES	48,680	98,680	50,000	Fully fund All Citywide Special Events
001-420-0000-4370 MEETINGS, MEMBERSHIPS & TRAVEL	560	3,560	3,000	CPRS Membership & Conference
001-107-XXXX-4300 DEPARTMENT SUPPLIES	-	3,000	3,000	BCRC operations and programs supplies
001-420-0000-4300 DEPARTMENT SUPPLIES	15,210	17,710	2,500	Ice machine for Recreation Park
001-420-0000-4360 PERSONNEL TRAINING	390	1,390	1,000	Las Palmas Staff Prof Dev
001-370-0000-4310 DEPARTMENT SUPPLIES	-	37,500	37,500	Citywide Signage Updates
001-311-0000-41XX PERSONNEL COSTS	320,247	400,247	80,000	Position Reclass: Graffitti & Trees FT Positions
001-140-0000-4270 PROFESSIONAL SERVICES	140,696	290,696	150,000	Mixed Use Overlay & Obj Design Standards
001-423-0000-4103 SALARIES-PART TIME EMPLOYEES	333,959	380,709	46,750	New Afterschool Teen Program: Staff
001-423-0000-4300 DEPARTMENT SUPPLIES	6,000	14,000	8,000	New Afterschool Teen Program: Supplies
001-225-0000-4105 OVERTIME	145,000	153,000	8,000	PD OT: DUI Checkpoints
001-310-0000-4500 CAPITAL EQUIPMENT	-	105,000	105,000	Backhoe Loader (50% GF - 50% Sewer)
Additional Adjustments				
001-101-0000-4270 PROFESSIONAL SERVICES	8,500	43,500	35,000	Continued Language Translation Services
001-101-XXXX-4430 ACTIVITIES & PROGRAMS	-	12,500	12,500	To Account for Councilmember Fee Waivers
001-155-0000-41XX PERSONNEL COSTS	177,987	146,150	(31,837)	Revised Labor Distribution (Housing Coord.)
001-190-0000-4906 TRANSFER TO SELF-INSURANCE FUND	-	85,000	85,000	SIF Updates based on ICRMA FY25 Budget
Total Expenditure Adjustments	*9,061,191*	*10,282,940*	*1,317,233*	

Revised Expenditure Total **28,046,292**
Operating Surplus(Deficit) **9,516**

Ending Fund Balance: **10,011,251**

City of San Fernando **EXHIBIT "1"**
Adjustments to Proposed Budget **RES. NO. 8318**
Fiscal Year 2024-2025

006 - SELF INSURANCE FUND

Beginning Fund Balance: **243,171**

Proposed Revenue Total **2,360,105**

Account - Description	Proposed Estimate	Revised Estimate	Change	
006-3970-0000 TRANSFER FROM GENERAL FUND	-	85,000	85,000	SIF Updates based on ICRMA FY25 Budget
Total Revenue Adjustments	-	*85,000*	*85,000*	

Revised Revenue Total **2,445,105**

Proposed Expenditure Total **2,325,000**

Account - Description	Proposed Appropriation	Revised Appropriation	Difference	
006-190-0000-4240 INSURANCE AND SURETY	358,659	467,343	108,684	SIF Updates based on ICRMA FY25 Budget
006-190-0000-4810 WORKERS COMP CLAIMS	500,000	250,000	(250,000)	SIF Updates based on ICRMA FY25 Budget
006-190-0000-4830 LIABILITY INS REQUIREMENTS	1,216,341	1,425,836	209,495	SIF Updates based on ICRMA FY25 Budget
Total Expenditure Adjustments	*2,075,000*	*2,143,179*	*68,179*	

Revised Expenditure Total **2,393,179**
Operating Surplus(Deficit) **51,926**

Ending Fund Balance: **295,097**

013 - TRAFFIC SAFETY FUND

Beginning Fund Balance: **15,103**

Proposed Revenue Total **2,000**

Account - Description	Proposed Estimate	Revised Estimate	Change
N/A	-	-	-
Total Revenue Adjustments	-	-	-

Revised Revenue Total **2,000**

Proposed Expenditure Total

Account - Description	Proposed Appropriation	Revised Appropriation	Difference	
013-370-0000-4310 DEPARTMENT SUPPLIES	-	12,500	12,500	Citywide Signage Updates
Total Expenditure Adjustments	-	*12,500*	*12,500*	

Revised Expenditure Total **12,500**
Operating Surplus(Deficit) **(10,500)**

Ending Fund Balance: **4,603**

City of San Fernando **EXHIBIT "1"**
Adjustments to Proposed Budget **RES. NO. 8318**
Fiscal Year 2024-2025

028 - MEASURE H

Beginning Fund Balance: **-**

Proposed Revenue Total **54,837**

Account - Description	Proposed Estimate	Revised Estimate	Change
N/A	-	-	-
Total Revenue Adjustments	-	-	-

Revised Revenue Total **54,837**

Proposed Expenditure Total

Account - Description	Proposed Appropriation	Revised Appropriation	Difference	
028-155-0000-41XX PERSONNEL COSTS	-	32,837	32,837	Revised Labor Distribution (Housing Coord.)
028-155-0000-4270 PROFESSIONAL SERVICES	-	12,000	12,000	Homeless Outreach Initiatives
028-155-0000-4300 DEPARTMENT SUPPLIES	-	10,000	10,000	Homeless Outreach Initiatives
Total Expenditure Adjustments	-	*54,837*	*54,837*	

Revised Expenditure Total **54,837**
Operating Surplus(Deficit) **0**

Ending Fund Balance: **-**

041 - EQUIPMENT REPLACEMENT FUND

Beginning Fund Balance: **959,231**

Proposed Revenue Total **787,308**

Account - Description	Proposed Estimate	Revised Estimate	Change
N/A	-	-	-
Total Revenue Adjustments	-	-	-

Revised Revenue Total **787,308**

Proposed Expenditure Total **736,135**

Account - Description	Proposed Appropriation	Revised Appropriation	Difference	
041-320-0000-41XX PERSONNEL COSTS	787,308	765,496	(21,812)	Revised Labor Distribution (City Mechanic)
Total Expenditure Adjustments	*787,308*	*765,496*	*(21,812)*	

Revised Expenditure Total **714,323**
Operating Surplus(Deficit) **72,985**

Ending Fund Balance: **1,032,216**

City of San Fernando **EXHIBIT "1"**
Adjustments to Proposed Budget **RES. NO. 8318**
Fiscal Year 2024-2025

043 - FACILITY MAINTENANCE FUND

Beginning Fund Balance: **-**

Proposed Revenue Total **1,756,667**

Account - Description	*Proposed Estimate*	*Revised Estimate*	*Change*
N/A	-	-	-
Total Revenue Adjustments	-	-	-

Revised Revenue Total **1,756,667**

Proposed Expenditure Total **1,721,507**

Account - Description	*Proposed Appropriation*	*Revised Appropriation*	*Difference*	
043-390-0000-4260 CONTRACTUAL SERVICES	259,505	262,805	3,300	Rec Park Gym Floor Recoating (biannual maint.)
Total Expenditure Adjustments	*259,505*	*262,805*	*3,300*	

Revised Expenditure Total **1,724,807**
Operating Surplus(Deficit) **31,860**

Ending Fund Balance: **31,860**

070 - WATER FUND

Beginning Fund Balance: **627,088**

Proposed Revenue Total **5,785,000**

Account - Description	*Proposed Estimate*	*Revised Estimate*	*Change*
N/A	-	-	-
Total Revenue Adjustments	-	-	-

Revised Revenue Total **5,785,000**

Proposed Expenditure Total **5,422,565**

Account - Description	*Proposed Appropriation*	*Revised Appropriation*	*Difference*	
070-381-0000-41XX PERSONNEL COSTS	542,528	657,528	115,000	New Position: Water System Operator
Total Expenditure Adjustments	*542,528*	*657,528*	*115,000*	

Revised Expenditure Total **5,537,565**
Operating Surplus(Deficit) **247,435**

Ending Fund Balance: **874,523**

City of San Fernando
Adjustments to Proposed Budget
Fiscal Year 2024-2025

EXHIBIT "1"
RES. NO. 8318

072 - SEWER FUND

Beginning Fund Balance:	**3,502,633**
Proposed Revenue Total	**4,200,000**

Account - Description	*Proposed Estimate*	*Revised Estimate*	*Change*
N/A	-	-	-
Total Revenue Adjustments	-	-	-

Revised Revenue Total	**4,200,000**
Proposed Expenditure Total	**6,124,699**

Account - Description	*Proposed Appropriation*	*Revised Appropriation*	*Difference*	
072-360-0000-4500 CAPITAL EQUIPMENT	29,481	134,481	105,000	Backhoe Loader (50% GF - 50% Sewer)
072-365-0000-4300 DEPARTMENT SUPPLIES	-	8,500	8,500	Purchase 10 Sewer Manholes and Rings
Total Expenditure Adjustments	*29,481*	*142,981*	*113,500*	

Revised Expenditure Total	**6,238,199**
Operating Surplus(Deficit)	**(2,038,199)**
Ending Fund Balance:	**1,464,434**

074 - COMPRESSED NATURAL GAS FUND

Beginning Fund Balance:	**159,742**
Proposed Revenue Total	**202,750**

Account - Description	*Proposed Estimate*	*Revised Estimate*	*Change*
N/A	-	-	-
Total Revenue Adjustments	-	-	-

Revised Revenue Total	**202,750**
Proposed Expenditure Total	**152,532**

Account - Description	*Proposed Appropriation*	*Revised Appropriation*	*Difference*	
074-320-0000-41XX PERSONNEL COSTS	14,546	36,362	21,816	Revised Labor Distribution (City Mechanic)
Total Expenditure Adjustments	*14,546*	*36,362*	*21,816*	

Revised Expenditure Total	**174,348**
Operating Surplus(Deficit)	**28,402**
Ending Fund Balance:	**188,144**

City of San Fernando **EXHIBIT "1"**
Adjustments to Proposed Budget **RES. NO. 8318**
Fiscal Year 2024-2025

110 - OPERATING GRANTS

Beginning Project Balance: **(225,435)**

Proposed Revenue Total **-**

Account - Description	*Proposed Estimate*	*Revised Estimate*	*Change*
N/A	-	-	-
Total Revenue Adjustments	-	-	-

Revised Revenue Total **-**

Proposed Expenditure Total **-**

Account - Description	*Proposed Appropriation*	*Revised Appropriation*	*Difference*	
110-222-3938-4300 DEPARTMENT SUPPLIES	-	11,937	11,937	Narcotics Incinerator/Drug Disposal Program
Total Expenditure Adjustments	-	*11,937*	*11,937*	

Revised Expenditure Total **11,937**
Operating Surplus(Deficit) **(11,937)**

Ending Project Balance: **(237,372)**

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City of San Fernando
Adjustments to Proposed Budget
Fiscal Year 2024-2025

Exhibit "1"
RES. NO. 8318

2024-2025 ARPA SPENDING PLAN

ITEM	STATUS	PROJECT/PROGRAM	APPROVED
1	Complete	Annual Street Repavement - Phase II	1,007,232
2	Complete	COVID-19 Relief/Response Reimbursement	205,940
3	Complete	Layne Park Revitalization Project	200,341
4	Complete	Council Chambers/AV Upgrade	24,981
5	In Progress	Upper Reservoir Project	850,000
6	In Progress	Homeless Outreach Services	300,000
7	In Progress	Pioneer Park Project	254,961
8	In Progress	Downtown Master Plan	250,000
9	In Progress	Annual Street Repavement - Phase III	250,000
10	In Progress	Technology Improvements	179,845
11	In Progress	Las Palmas & Recreation Parks Generator Project	150,000
12	In Progress	City Mobile App - Virtual San Fernando	148,200
13	In Progress	Feasibility Study - New City Park Space	50,000
14	Planning Stage	Sidewalk Repairs	1,071,839
15	Planning Stage	First Time Homebuyer Support & Rehab Loan Revolving Fund	100,000
16	Planning Stage	Las Palmas HVAC Project	400,000
17	Planning Stage	Citywide Curb Repainting	200,000
18	Planning Stage	City Hall Beautification	100,000
19	Planning Stage	Las Palmas Server Room Transition	50,000
20	Planning Stage	Wi-Fi at Las Palmas & Recreation Parks w/Computer Rooms	25,000
		Total	**$ 5,818,339**

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EXHIBIT "2"
RES. NO. 8318

CITY OF SAN FERNANDO						CITY OF SAN FERNANDO							
FUND NO.	FUND NAME	Actual Beginning Balance July 1, 2023	Adjusted Revenues FY 2023-2024	Adjusted Expenditures FY 2023-2024	Adjusted Ending Balance June 30, 2024	Proposed Revenues FY 2024-2025	Transfers In	Total Resources	Proposed Operating Expenditures FY 2024-2025	Capital Expense	Transfers Out	Total Requirements	Estimated Ending Balance June 30, 2025
General Fund:													
001	General Fund	$ 10,282,877	26,278,215	26,559,357	$ 10,001,735	$ 25,782,085	2,273,723	28,055,808	27,481,292	105,000	460,000	28,046,292	$ 10,011,251
	Total General Fund:	**$ 10,282,877**	**26,278,215**	**26,559,357**	**$ 10,001,735**	**$ 25,782,085**	**$ 2,273,723**	**28,055,808**	**27,481,292**	**105,000**	**460,000**	**28,046,292**	**$ 10,011,251**
Special Revenue Funds:													
002	Supplemental Law Enforcement Services	$ 209,295	150,000	150,000	$ 209,295	$ 150,000	-	150,000	50,000	-	150,000	200,000	$ 159,295
007	Proposition "A" - Transit Development Fund	$ 350,244	689,224	669,570	$ 369,898	$ 662,110	-	662,110	599,712	-	62,398	662,110	$ 369,898
008	Proposition "C" - Transit Development Fund	$ 272,112	563,814	696,842	$ 139,084	$ 547,959	-	547,959	224,540	350,000	18,774	593,314	$ 93,729
009	Proposition "C" - Discretionary	$ 21,305	-	-	$ 21,305	$ -	-	-	-	-	-	-	21,305
010	Grant Fund	$ (8,501,763)	40,277,068	33,560,681	$ (1,785,376)	$ -	-	-	-	-	-	-	$ (1,785,376)
011	State Gas Tax Fund	$ -	674,693	674,693	$ -	$ 656,813	-	656,813	277,886	-	277,886	555,772	101,041
012	Measure R Fund	$ 498,919	422,860	845,142	$ 76,636	$ 410,969	-	410,969	179,938	257,025	-	436,963	$ 50,642
013	Traffic Safety Fund	$ 12,603	2,500	-	$ 15,103	$ 2,000	-	2,000	12,500	-	-	12,500	$ 4,603
014	Cash In-Lieu of Parking	$ 497,484	-	-	$ 497,484	$ -	-	-	-	-	-	-	$ 497,484
015	Local Transportation Fund (SB 325)	$ (37,305)	37,305	-	$ -	$ 40,435	-	40,435	-	37,935	-	37,935	$ 2,500
016	Air Quality Management District Fund	$ 172,842	28,000	-	$ 200,842	$ 30,000	-	30,000	-	-	-	-	$ 230,842
017	Recreation Self Sustaining Fund	$ (30,673)	315,660	310,763	$ (25,776)	$ 252,800	-	252,800	226,602	-	-	226,602	$ 422
018	Retirement Fund	$ 10,370,215	4,980,123	5,388,197	$ 9,962,141	$ 5,245,000	201,201	5,446,201	4,839,550	-	489,580	5,329,130	$ 10,079,212
019	Quimby Act Fees	$ 33,844	-	-	$ 33,844	$ -	-	-	-	-	-	-	$ 33,844
020	State Asset Seizure	$ 308	-	-	$ 308	$ -	-	-	-	-	-	-	$ 308
021	Federal Asset Seizure	$ 174	-	-	$ 174	$ -	-	-	-	-	-	-	$ 174
022	STPL	$ 246,806	-	246,806	$ 0	$ -	-	-	-	-	-	-	$ 0
023	Measure W Fund - SCW Program	$ 464,124	283,000	689,859	$ 57,266	$ 275,000	-	275,000	-	170,000	12,401	182,401	$ 149,865
024	Measure M Fund	$ 388,535	450,000	709,777	$ 128,758	$ 465,765	-	465,765	-	450,000	-	450,000	$ 144,523
025	Road Maintenance and Rehab (SB1)	$ 203,331	584,584	872,429	$ (84,514)	$ 605,208	-	605,208	-	500,000	-	500,000	$ 20,694
026	Community Development Block Grant	$ -	86,503	86,503	$ -	$ -	-	-	-	-	-	-	$ -
027	Street Lighting	$ 469,156	325,000	345,388	$ 448,768	$ 325,000	-	325,000	199,155	-	31,269	230,424	$ 543,344
028	Measure H	$ -	25,576	25,576	$ -	$ 54,837	-	54,837	54,837	-	-	54,837	$ -
029	Parking Maintenance Operations	$ 340,919	204,550	338,049	$ 207,420	$ 210,050	-	210,050	229,768	50,000	35,052	314,820	$ 102,650
030	Mall Maintenance Operations	$ (158,523)	53,000	-	$ (105,523)	$ 60,000	-	60,000	-	-	-	-	$ (45,523)
032	Capital Outlay	$ 1,483,638	-	1,427,290	$ 56,348	$ -	-	-	-	-	-	-	$ 56,348
050	Pavement Fund	$ 13,734	-	-	$ 13,734	$ -	-	-	-	-	-	-	$ 13,734
053	Community Investment Fund	$ 28,507	35,000	35,000	$ 28,507	$ 10,000	-	10,000	10,000	-	-	10,000	$ 28,507
055	Comm. Development Surcharge Fund	$ 166,049	50,000	38,102	$ 177,947	$ 72,000	-	72,000	38,500	-	1,852	40,352	$ 209,595
094	Low Income Housing	$ 3,416,646	700	108,865	$ 3,308,481	$ -	-	-	107,009	-	-	107,009	$ 3,201,472
101	AB109 Task Force Fund	$ 14,127	-	-	$ 14,127	$ -	-	-	-	-	-	-	$ 14,127
108	California Arts Council	$ 4,330	25,000	29,330	$ -	$ -	-	-	-	-	-	-	$ -
109	National Endowment for the Arts	$ 12,614	55,000	59,866	$ 7,748	$ -	-	-	-	-	-	-	$ 7,748
110	Operating Grants	$ (775,907)	3,520,970	2,970,498	$ (225,435)	$ -	-	-	-	-	-	-	$ (225,435)
111	DUI Avoid Campaign	$ 3,056	-	-	$ 3,056	$ -	-	-	-	-	-	-	$ 3,056
119	Office of Comm. Oriented Policing	$ (12,053)	12,053	-	$ 0	$ -	-	-	-	-	-	-	$ 0
120	ABC Alcohol Beverage Control Grant	$ -	-	-	$ -	$ -	-	-	-	-	-	-	$ -
121	American Rescue Plan Act	$ 4,311,740	-	4,311,740	$ (0)	$ -	-	-	11,937	-	-	11,937	$ (11,937)
	Total Special Revenue Funds:	**$ 14,490,434**	**$ 53,852,183**	**$ 54,590,967**	**$ 13,751,651**	**$ 10,075,946**	**201,201**	**10,277,147**	**7,061,934**	**1,814,960**	**1,079,212**	**9,956,107**	**$ 14,072,691**

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CITY OF SAN FERNANDO						CITY OF SAN FERNANDO							
FUND NO.	FUND NAME	Actual Beginning Balance July 1, 2023	Adjusted Revenues FY 2023-2024	Adjusted Expenditures FY 2023-2024	Adjusted Ending Balance June 30, 2024	Proposed Revenues FY 2024-2025	Transfers In	Total Resources	Proposed Operating Expenditures FY 2024-2025	Capital Expense	Transfers Out	Total Requirements	Estimated Ending Balance June 30, 2025
Enterprise and Internal Service Funds:													
006	Self Insurance	$ 410,334	3,842,837	4,010,000	$ 243,171	$ 2,300,106	145,000	2,445,106	2,393,179	-	-	2,393,179	$ 295,098
041	Equipment Maintenance/Replacement	$ 934,737	842,025	817,531	$ 959,231	$ 687,308	100,000	787,308	529,682	184,641	-	714,323	$ 1,032,217
043	Facility Maintenance	$ (111,933)	1,855,361	1,743,428	$ -	$ 1,608,000	148,667	1,756,667	1,724,807	-	-	1,724,807	$ 31,860
070	Water	$ 4,023,809	5,750,948	9,147,669	$ 627,088	$ 5,785,000	-	5,785,000	4,212,347	483,430	841,788	5,537,565	$ 874,523
072	Sewer	$ 3,908,052	4,200,729	4,606,148	$ 3,502,633	$ 4,200,000	-	4,200,000	3,026,490	2,737,981	473,728	6,238,199	$ 1,464,434
073	Refuse/Environmental	$ 43,120	-	-	$ 43,120	$ -	-	-	38,000	-	-	38,000	$ 5,120
074	Compressed Natural Gas	$ 104,168	169,000	113,426	$ 159,742	$ 202,750	-	202,750	160,485	-	13,863	174,348	$ 188,144
	Total Enterprise and Internal Service Funds:	**$ 9,312,287**	**$ 16,660,900**	**$ 20,438,202**	**$ 5,534,985**	**$ 14,783,164**	**393,667**	**15,176,831**	**12,084,990**	**3,406,052**	**1,329,379**	**16,820,421**	**$ 3,891,395**
	TOTAL ALL CITY FUNDS:	**$ 34,085,598**	**96,791,298**	**101,588,526**	**$ 29,288,370**	**$ 50,641,195**	**2,868,591**	**53,509,786**	**46,628,216**	**5,326,012**	**2,868,591**	**54,822,820**	**$ 27,975,337**

EXHIBIT "3"
RES. NO. 8318

CITY OF SAN FERNANDO
GOVERNMENTAL, SPECIAL AND PROPRIETARY FUNDS
SUMMARY OF APPROPRIATIONS BY FUND - BY TYPE
FISCAL YEAR 2024-2025

The total budget for Governmental, Special and Proprietary Funds. This summary provides an overview of each fund's budget in each of the four main categories: Personnel, Maintenance and Operating Expenses (M & O), Capital/Transfers, and Internal Service Charges.

	Governmental Funds	Personnel	Operating	Capital Expenses	Internal Svs. Chrg.	Total Budget
001	General Fund	17,750,841	6,978,391	105,000	3,212,060	28,046,292
	Total General Fund	**$ 17,750,841**	**$ 6,978,391**	**$ 105,000**	**$ 3,212,060**	**$ 28,046,292**

	Special Funds	Personnel	Operating	Capital Expenses	Transfers Out	Total Budget
002	SLESF	-	-	-	200,000	200,000
007	Proposition A	71,501	590,609	-	-	662,110
008	Proposition C	-	243,314	350,000	-	593,314
009	Proposition C - Discretionary	-	-	-	-	-
010	Capital Grants	-	-	-	-	-
011	State Gas Tax	-	305,772	-	250,000	555,772
012	Measure R	-	179,938	257,025	-	436,963
013	Traffic Safety	-	-	-	12,500	12,500
014	Cash In-Lieu of Parking	-	-	-	-	-
015	Local Transportation	-	-	37,935	-	37,935
016	AQMD	-	-	-	-	-
017	Recreation Self Sustaining	75,222	151,380	-	-	226,602
018	Retirement	4,829,550	10,000	-	489,580	5,329,130
019	Quimby Act	-	-	-	-	-
020	State Asset Seizure	-	-	-	-	-
021	Federal Asset Seizure	-	-	-	-	-
022	STPL	-	-	-	-	-
023	Measure W	-	12,401	170,000	-	182,401
024	Measure M	-	-	450,000	-	450,000
025	Road Maintenance and Rehab Act	-	-	500,000	-	500,000
026	CDBG	-	-	-	-	-
027	Street Lighting	82,905	147,519	-		230,424
028	Measure H	-	54,837	-	-	54,837
029	Parking and Maintenance Operations	130,968	133,852	50,000		314,820
030	Mall Maintenance Operations	-	-	-	-	-
032	Capital Outlay Fund	-	-	-	-	-
050	Pavement Fund	-	-	-	-	-
053	Community Investment Fund	-	10,000	-	-	10,000
055	Comm. Dev. Surcharge Fund	-	40,352	-	-	40,352
094	Low/Mod Income Housing Fund	32,009	75,000	-	-	107,009
101	AB109 Task Force Fund	-	-	-	-	-
108	California Arts Council	-	-	-	-	-
109	National Endowment for the Arts	-	-	-	-	-
110	Operating Grants	-	11,937	-	-	11,937
111	DUI Avoid Campaign	-	-	-	-	-
119	Office of Comm. Oriented Policing	-	-	-	-	-
120	Alcohol Beverage Control Grant	-	-	-	-	-
121	American Rescue Plan Act Fund	-	-	-	-	-
	Total Special Funds	**5,222,155**	**1,966,911**	**1,814,960**	**952,080**	**9,956,107**

EXHIBIT "3"
RES. NO. 8318

CITY OF SAN FERNANDO
GOVERNMENTAL, SPECIAL AND PROPRIETARY FUNDS
SUMMARY OF APPROPRIATIONS BY FUND - BY TYPE
FISCAL YEAR 2024-2025

	Proprietary Funds	Personnel	Operating	Capital Expenses	Internal Svs. Chrg.	Total Budget
006	Self Insurance Fund	-	2,393,179	-	-	2,393,179
041	Equipment Maint/Replacement	232,772	280,150	184,641	16,760	714,323
043	Facility Maintenance	827,897	718,555	-	178,355	1,724,807
070	Water	2,296,799	2,330,555	483,430	426,781	5,537,565
072	Sewer	830,472	2,468,829	2,737,981	200,918	6,238,199
073	Refuse	-	38,000	-	-	38,000
074	Compressed Natural Gas	36,362	136,063	-	1,923	174,348
	Total Proprietary Funds	**4,224,302**	**8,365,331**	**3,406,052**	**824,737**	**16,820,421**
	Total Citywide Expenditures	**$ 27,197,298**	**$ 17,310,633**	**$ 5,326,012**	**$ 4,988,876**	**$ 54,822,820**

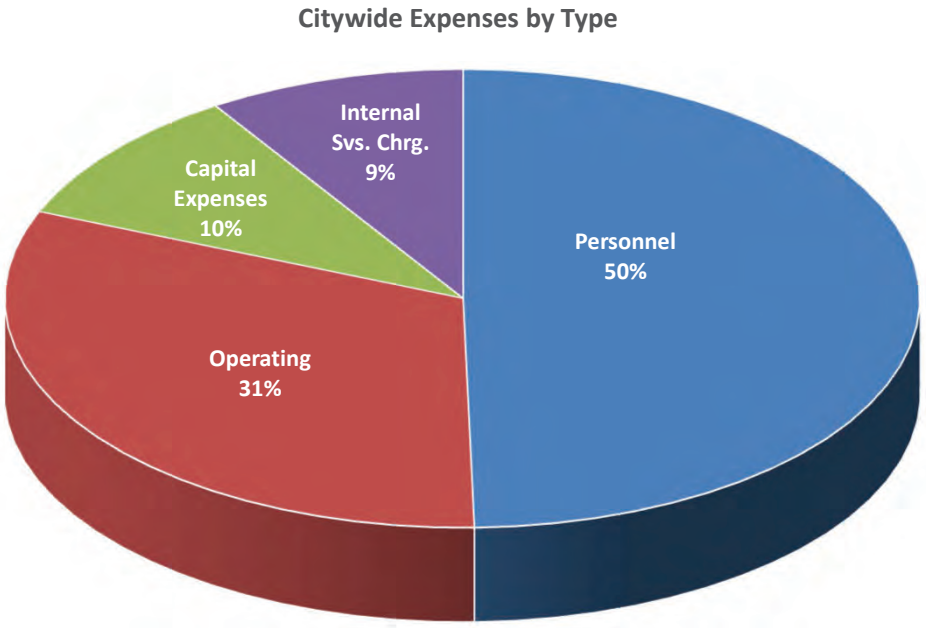


EXHIBIT "4"
RES. NO. 8318

CITY OF SAN FERNANDO
GENERAL FUND
SUMMARY OF REVENUE BY TYPE - 5 YEAR HISTORY
FISCAL YEAR 2024-2025

General Fund Revenue	2021 Actual	2022 Actual	2023 Actual	2024 Adjusted	2025 Proposed
Property Taxes	3,149,176	3,198,090	4,329,484	3,245,000	4,124,081
Sales and Other Taxes	13,141,929	15,404,302	15,704,741	15,684,475	15,671,923
Licenses and Permits	361,279	337,429	506,341	418,500	380,000
Fines and Forfeitures	498,845	433,689	418,240	444,000	425,000
Interest & Rental Income	581,430	65,778	591,106	701,761	705,000
From Other Agencies	2,818,554	2,964,015	3,142,765	2,853,000	3,452,500
Charges for Service	2,047,671	2,110,888	2,034,443	2,311,479	2,689,804
Miscellaneous Revenue	40,621	50,426	50,689	50,500	55,000
Other Revenue	2,272,556	512,186	577,233	569,500	552,500
Total Revenue	**$ 24,912,062**	**$ 25,076,804**	**$ 27,355,041**	**$ 26,278,215**	**$ 28,055,808**

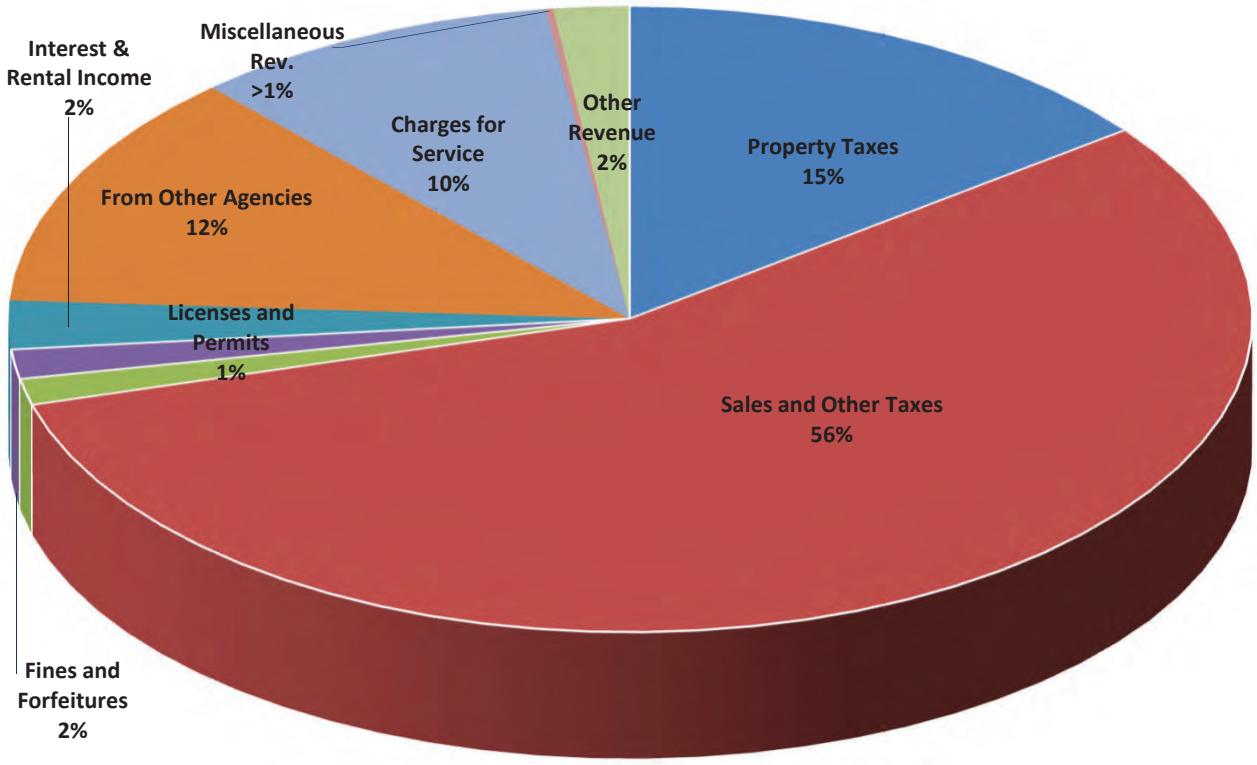


EXHIBIT "5"
RES. NO. 8318

CITY OF SAN FERNANDO
GENERAL FUND
SUMMARY OF APPROPRIATIONS BY DIVISION - BY TYPE
FISCAL YEAR 2024-2025

The total budget for each General Fund division, by department. This summary provides an overview of each division's budget in each of the four main categories: Personnel, Maintenance and Operating Expenses (M & O), Capital/Transfers, and Internal Service Charges.

	CITY MANAGER'S OFFICE	Personnel	Operating	Capital Expenses	Internal Svc. Chrg.	Total Budget
01-101	City Council	154,757	92,500	-	20,832	268,089
01-105	Administration	661,188	32,393	-	76,081	769,662
01-106	Personnel	-	-	-	-	-
01-107	Economic Development	267,609	56,600	-	26,984	351,193
01-110	City Attorney	-	275,625	-	-	275,625
01-112	Labor Attorney	-	-	-	-	-
01-500	Fire Services - Contract	-	3,350,000	-	-	3,350,000
	Total City Manager's Office	**1,083,554**	**3,807,118**	**-**	**123,897**	**5,014,569**

	CITY CLERK	Personnel	Operating	Capital Expenses	Internal Svc. Chrg.	Total Budget
01-115	City Clerk	345,670	37,444	-	43,635	426,749
01-116	Elections	-	63,000	-	-	63,000
	Total City Clerk Department	**345,670**	**100,444**	**-**	**43,635**	**489,749**

	ADMINISTRATIVE SERVICES	Personnel	Operating	Capital Expenses	Internal Svc. Chrg.	Total Budget
01-130	Finance	766,275	214,514	-	103,253	1,084,042
01-133	Human Resources	459,014	56,435	-	70,554	586,003
01-135	Information Technology	182,735	713,719	-	22,357	918,811
01-180	Retirement Health Premiums	1,500,000	-	-	-	1,500,000
01-190	Non-Departmental	448,555	388,978	-	467,418	1,304,951
01-112	Labor Attorney	-	79,375	-	-	79,375
	Total Administrative Services	**3,356,579**	**1,453,021**	**-**	**663,582**	**5,473,182**

	COMMUNITY DEVELOPMENT	Personnel	Operating	Capital Expenses	Internal Svc. Chrg.	Total Budget
01-140	Building and Safety	145,546	298,761	-	20,330	464,637
01-150	Planning/Administration	487,560	50,400	-	43,887	581,847
01-152	Community Preservation	541,215	45,100	-	121,891	708,206
01-155	Low/Moderate Income Housing	146,150	5,500	-	25,196	176,846
	Total Community Development	**1,320,471**	**399,761**	**-**	**211,304**	**1,931,536**

	POLICE	Personnel	Operating	Capital Expenses	Internal Svc. Chrg.	Total Budget
01-222	Police Admin	1,147,002	257,249	-	214,905	1,619,156
01-224	Detectives	813,091	26,116	-	222,825	1,062,032
01-225	Patrol	6,322,046	112,890	-	990,513	7,425,449
01-226	Reserves/Explorers	75,665	13,350	-	23,953	112,968
01-230	Community Service	243,851	315	-	50,478	294,644
01-250	Emergency Services	-	5,250	-	-	5,250
	Total Police Department	**8,601,655**	**415,170**	**-**	**1,502,674**	**10,519,499**

EXHIBIT "5"
RES. NO. 8318

CITY OF SAN FERNANDO
GENERAL FUND
SUMMARY OF APPROPRIATIONS BY DIVISION - BY TYPE
FISCAL YEAR 2024-2025

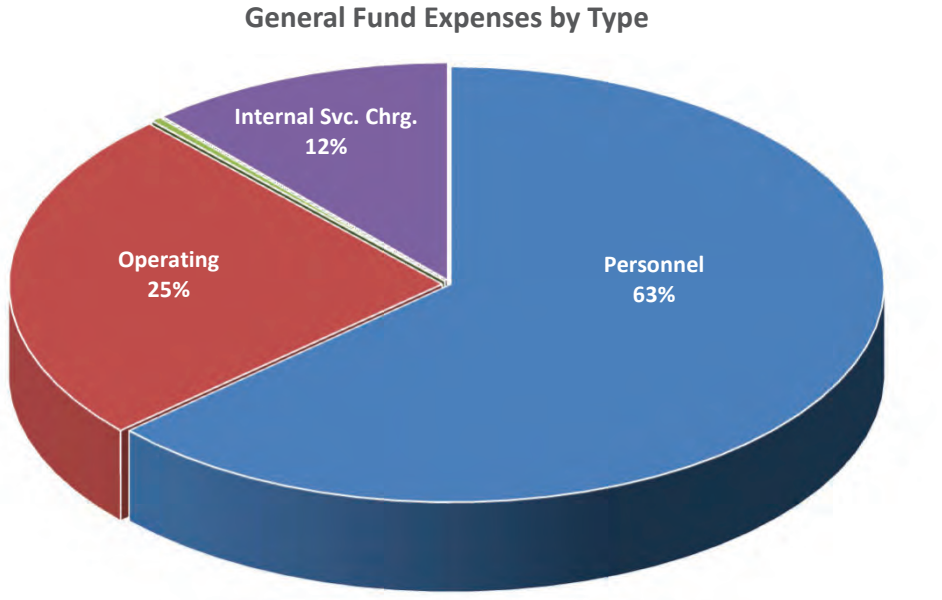
The total budget for each General Fund division, by department. This summary provides an overview of each division's budget in each of the four main categories: Personnel, Maintenance and Operating Expenses (M & O), Capital/Transfers, and Internal Service Charges.

	PUBLIC WORKS	Personnel	Operating	Capital Expenses	Internal Svc. Chrg.	Total Budget
01-310	Administration	549,736	228,727	105,000	72,856	956,319
01-311	Street Maintenance	634,934	151,568	-	177,292	963,794
01-312	Graffiti Removal	46,335	12,520	-	10,273	69,128
01-343	Street Sweeping	-	36,435	-	-	36,435
01-346	Streets, Trees, & Parkways	138,557	10,500	-	23,047	172,104
01-370	Traffic Safety	162,760	87,208	-	81,819	331,787
01-371	Traffic Signals	-	-	-	-	-
	Total Public Works	**1,532,322**	**526,958**	**105,000**	**365,287**	**2,529,567**

	RECREATION & COMM SERVICES	Personnel	Operating	Capital Expenses	Internal Svc. Chrg.	Total Budget
01-420	Administration	296,707	66,617	-	48,414	411,738
01-422	Community Services	351,260	17,450	-	61,291	430,001
01-423	Recreation	708,719	20,173	-	163,754	892,646
01-424	Cultural Arts and Special Events	153,904	171,680	-	28,222	353,806
	Total Recreation & Comm Services	**1,510,590**	**275,920**	**-**	**301,681**	**2,088,191**

TOTAL GENERAL FUND	**$ 17,750,841**	**$ 6,978,391**	**$ 105,000**	**$ 3,212,060**	**$ 28,046,292**

**Excludes Special Revenue and Enterprise Funded expenditures.*



THE CITY OF SAN FERNANDO

Section VI.

Capital Improvement Program Fiscal Year 2024-2025 & Fiscal Year 2025-2026

Capital Improvement Program
Project Status (FY2024-25 and FY2025-26)

Road Infrastructure Projects				
Project Number	**Project Name**	**Program Year**		**Strategic Goals**
		FY2024-25	**FY2025-26**	
0560	Phase 3:Annual Street Resurfacing Project	$2,411,228	TBD	VI.2.a – Street Resurfacing
0560	Phase 4:Annual Street Resurfacing Project	$1,255,208	TBD	VI.2.a – Street Resurfacing
0175	Phase 2: Bus Shelter Project	$313,520	One Time	V.5 – Beautify and Update Bus Stops
0550/0551	Pacoima Wash Bikeway Project	$4,392,491		V.7 – Improve City's Trail Network
0567	Phase 2: Pacoima Wash Bikeway Project	$5,773,530		V.7 – Improve City's Trail Network
0510	Citywide Traffic Signal Synchronization Project	$982,250	One Time	V – Reducing Traffic Congestion
0562	HSIP Cycle 8 Traffic Signal Improvements	$1,721,227	One Time	V – Reducing Traffic Congestion
0847	Carlisle Green Alley Project	$3,482,535		V – Reducing Traffic Congestion, V.3 – Pedestrian-focused Improvements, IV – Water Quality, V1.2.a – Street Resurfacing
0671	Pioneer Park Playground Renovations Project	$447,961		V – Reducing Traffic Congestion, V.3 – Pedestrian-focused Improvements, IV – Water Quality, V1.2.a – Street Resurfacing
0156	Las Palmas Park Revitalization Project	$3,703,261		V – Reducing Traffic Congestion, V.3 – Pedestrian-focused Improvements, IV – Water Quality, V1.2.a – Street Resurfacing
TBD	Sidewalk Repair Project	$500,000	TBD	V – Reducing Traffic Congestion, V.3 – Pedestrian-focused Improvements, IV – Water Quality, V1.2.a – Street Resurfacing
0525	Fixed Route ADA Improvements Project	$833,000	One Time	V – Reducing Traffic Congestion, V.3 – Pedestrian-focused

				Improvements, IV – Water Quality, V1.2.a – Street Resurfacing
TBD	Parking Meter Upgrade Project	$150.000	TBD	V – Reducing Traffic Congestion, V.3 – Pedestrian-focused Improvements, IV – Water Quality, V1.2.a – Street Resurfacing
Water System Projects				
Project Number	**Project Name**	**Program Year**		**Strategic Goals**
		FY2024-25	**FY2025-26**	
0716	Reservoir 4 Replacement Project	$7,702,901	One Time	IV.3 – Water Storage Improvements
0857	Nitrate Treatment System: Well 2A	$6,777,984	TBD	IV.3.e – Continue to use 100% local groundwater supply
TBD	Water Master Plan	$100,000	Every Five years	Water Master Plan Water System Assesment
TBD	Water and Sewer Rate Study	$50,000	Every Five years	Water & Sewer Rate Study
TBD	Lead Service Replacement Program	$50,000	$50,000	Lead Service Replacement Program
TBD	Meter Replacement Program ON GOING	$85,000	$85,000	Meter Replacement Program - ON GOING
TBD	Fire Hydrant Upgrade Program – ON GOING	$50,000	$50,000	Fire Hydrant Upgrade Program – ON GOING
Sewer System Projects				
Project Number	**Project Name**	**Program Year**		**Strategic Goals**
		FY2024-25	**FY2025-26**	
TBD	City-Wide CCTV Project	$150,000	TBD	Sewer Line Monitoring
TBD	Sanitary Sewer Master Plan Project	$250,000	Every Five years	Sewer Study
TBD	Sewer Line Replacement Project	$1,095,000	TBD	Sewer Line Replacement

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Road Infrastructure Program Fiscal Year 2024-2025 & Fiscal Year 2025-2026

DocuSign Envelope ID: 606EBD07-4833-463F-BBC2-50A7FACD6C13

Title: **Phase 3: Annual Street Resurfacing Project**
Program Years: FY2024-25
Strategic Goals: VI.2.a – Street Resurfacing
Project: 0560

SOURCES			
Fund	**Account Number**	**Allocation**	
		FY2023-24 Carryover	**FY2024-25 Funds**
SB1	025-3623-0560	$715,000	$350,000
Measure R	012-3210-0560	$145,000	
Measure M	024-3210-0560	$345,000	
Prop C	008-3210-0000	$200,000	
State Gas Tax	011-3850-0560	$144,242	
Capital Outlay	032-3970-0560	$101,908	
STP-L	022-3664-0560	$159,313	
ARPA	121-3668-3689	$250,000	
Subtotals from previous and new Fiscal Years:		**$2,060,463**	**$350,000**
Total Sources (Phase 3):		**$2,411,228**	

USES		
Activity	**Account Number**	**Cost**
Design	012-311-0560-4600	$59,759
Construction Management	012/032-311-0560-4600	$191,260
Construction – Phase 3 including Optional Work	025/110/024/011-311-0560-4600	$1,800,174
Contingency	008/022-311-0560-4600	$360,035
Total Uses:		**$2,411,228**

Project Description: Phase 3 of the Annual Street Resurfacing Project will focus on approximately two miles of streets that are moderately-to-significantly deteriorated with cracks and potholes, so a more robust three-step slurry seal process will be performed. These are streets that typically require an overlay treatment, which involves cold milling existing asphalt and placement of new asphalt. This three-step process involves multiple layers 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.

Schedule: Construction has been awarded. Construction will begin June/July 2024 and be completed by October 2024.

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Title: **Phase 4: Annual Street Resurfacing Project**
Program Years: FY2024-25
Strategic Goals: VI.2.a – Street Resurfacing
Project: 0560

SOURCES			
Fund	**Account Number**	**Allocation**	
		FY2024-25 Funds	**FY2025-26 (estimated)**
SB1	025-3623-0560	$150,000	$600,000
Measure R	012-3210-0560	$255,000	TBD
Measure M	024-3210-0560	$450,000	TBD
Prop C	008-3210-0000	$350,000	TBD
Pavement Management Fund	050-3800-0000	$13,734	0
Total Sources (FY 2024-25):		**$1,218,734**	

USES		
Activity	**Account Number**	**Cost**
Pavement Design/Construction Management	012/008-311-0560-4600	$265,208
Street Construction	024/025/008/050-311-0560-4600	$863,526
Contingency	008-311-0560-4600	$90,000
Total Uses:		**$1,218,734**

Project Description: The project will consist of 2-Step and 3-Step Slurry Seal treatments. It has yet to be determined the total miles of streets that will be treated.

Schedule: Design phase for the project is expected to begin in August 2024. Bid process expected begin in October 2024 with construction kicking off in January 2025.

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Title: **Phase 2 Bus Shelter Project**
Program Years: FY2024-25
Strategic Goals: V.5 – Beautify and Update Bus Stops
Project: 0175

SOURCES			
Fund	**Account Number**	**Allocation**	
		FY2023-24 Carryover	**FY2024-25 Funds**
FTA 5309 Grant	010-3686-0175	$250,816	$0
Prop C	008-3686-0175	$62,704	$0
Subtotals from previous and new Fiscal Years:		**$313,520**	**$0**
Total Sources:		**$313,520**	

USES		
Activity	**Account Number**	**Cost**
Construction	010-311-0175-4600	$250,816
Match requirement	008-313-0175-4600	$62,704
Total Uses:		**$313,520**

Project Description: The City is using the remainder of FTA funds left over from the Phase 1 Bus Shelter project to upgrade approximately eight (8) bus stops by adding shade structures and other bus stop modifications to improve the quality and comfort of passengers waiting for the bus.

Schedule: Procurement process for contractor will be completed by June 2024. Construction of new shade structures and bus stop improvements will be completed by Spring 2025.

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Title: **Pacoima Wash Bikeway Project**
Program Years: FY 2024-25
Strategic Goals: V.7 – Improve City's Trail Network
Project: 0550/0551/0549/0647

SOURCES			
Fund	**Account Number**	**Allocation**	
		FY2023-24 Carryover	**FY2024-25 Funds**
CMAQ	010-3686-0549	$1,513,000	$0
ATP Cycle 3	010-3686-0550	$973,000	$0
AQMD/MSRC AB2726	010-3686-0551	$354,000	$0
Measure R	012-3210-0551	$398,000	$0
Measure M	024-3210-0551	$217,000	$0
SMMC Grant	010-3686-0647	$937,491	$0
Caltrans Grant (Assemblywoman Luz Rivas)	010-3686-0567	$2,647,432	
Subtotals from previous and new Fiscal Years:		**$7,039,923**	**$0**
Total Sources:		**$7,039,923**	

USES		
Activity	**Account Number**	**Cost**
Construction (Toro)	010/012/024-311-XXXX-4600	$6,172,658
Construction Management (Willdan)	010/012/024-311-XXXX-4600	$777,939
Studio-MLA	010/012/024-311-XXXX-4600	$89,326
Total Uses:		**$7,039,923**

Project Description: Construction of new bike path that extends a 1.34-mile length of the Pacoima Wash within the City of San Fernando, from 4th Street to 8th Street. It will also include a pedestrian/bike bridge over the Pacoima Wash at 8th Street, new fencing, lighting, wayfinding signage, and a bioretention swale.

Schedule: Construction is 85 percent complete. Scheduled to be 100 percent complete in August 2024.

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Title: **Pacoima Wash Connect Bikeway Project (Phase 2)**
Program Years: FY2024-25
Strategic Goals: V.7 – Improve City's Trail Network
Project: 0567

SOURCES			
Fund	**Account Number**	**Allocation**	
		FY2023-24 Carryover	**FY2024-25 Funds**
State Budget Allocation (Assemblywoman Luz Rivas)	010-3656-0567	$5,773,530	$0
			$0
Subtotals from previous and new Fiscal Years:		**$5,773,530**	**$0**
Total Sources:		**$5,773,530**	

USES		
Activity	**Account Number**	**Cost**
Design	010-311-0567-4600	$250,000
Construction Management, Inspections	010-311-0567-4600	$300,000
Construction	010-311-0567-4600	$5,200,000
Contingency	010-311-0567-4600	$780,000
On-Call Engineer Administration	010-311-0567-4600	$23,530
Total Uses:		**$5,773,530**

Project Description: A new bridge along west bank of the Pacoima Wash on Foothill Blvd. between Griswald and Eighth Street; New bikeway along the east bank of the Pacoima Wash from Eighth Street to Foothill Blvd; Solar lights along path; Decorative gate entrances; Landscaping.

Schedule: Procure consultant to design project by October 2024 and complete design by June 2025.

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Title: **Citywide Traffic Signal Synchronization Project**
Program Years: FY2024-25
Strategic Goals: V – Reducing Traffic Congestion
Project: 0510

SOURCES			
Fund	**Account Number**	**Allocation**	
		FY2023-24 Carryover	**FY2024-25 Funds**
Prop C 25% Grant	009-3686-0510	$775,376	$0
Measure M	024-3210-0510	$16,884	$0
Subtotals from previous and new Fiscal Years:		**$792,260**	**$0**
New Funds (FY 24-25)			
Street Lighting Fund	027-3110-0000	$190,000	$0
Subtotals from new funding:		**$190,000**	**$0**
Total Sources:		**$982,250**	

USES		
Activity	**Account Number**	**Cost**
Design (Completed)		$0
Construction Engineering	009/024-371-0510-4600	$95,625
Construction	012/024-371-0510-4600	$853,124
Project Administration	012/024-371-0510-4600	$33,501
Total Uses:		**$982,250**

Project Description: The proposed project will improve the flow of traffic along two major north-south arterials and four major east-west arterials within the City as well as improve the efficiency of LACMTA bus line operations by providing bus improvements that will reduce traffic queuing. The project consists of the synchronization of 35 signalized intersections along the following arterials within the City of San Fernando: Truman Street, Hubbard Street, Maclay Avenue, Glenoaks Boulevard, Brand Boulevard and San Fernando Mission Boulevard.

Schedule: Award construction contract August 2024; begin construction in September 2024; complete project March 2025.

Title: **HSIP Cycle 8 Traffic Signal Improvements**
Program Years: FY2024-25
Strategic Goals: V – Reducing Traffic Congestion
Project: 0562

SOURCES			
Fund	**Account Number**	**Allocation**	
		FY2023-24 Carryover	**FY2024-25 Funds**
HSIP Grant	010-3686-0562	$1,549,176	$0
Measure M	024-3210-0562	$30,481	$0
Measure R	012-3210-0562	$95,000	$0
Total Sources:		**$1,674,657**	

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

Project Description: The project includes the installation of larger signal heads, additional street lighting and protected left turn signal phases where left turns currently exist and all appurtenant work necessary to have a fully functional system. A total of nine intersection form part of this project. The intersections include: First Street at Hubbard Avenue; First Street at N Maclay Avenue; San Fernando Road at N Brand Boulevard; San Fernando Road at N Maclay Avenue; San Fernando Road at Hubbard Avenue; Truman Street at Wolfkskill Street; Truman Street at N Brand Boulevard; Truman Street at N Maclay Avenue and Truman Street at Hubbard Avenue.

Schedule: Design is complete for this project. Expecting to receive E76 from Caltrans by September 2023. Construction contract will be awarded by December 2023. Construction will be completed by Fall 2024.

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Title: Carlisle Green Alley Project
Program Years: FY2024-25
Strategic Goals: V – Reducing Traffic Congestion, V.3 – Pedestrian-focused Improvements, IV – Water Quality, V1.2.a – Street Resurfacing
Project: 0847

SOURCES			
Fund	**Account Number**	**Allocation**	
		FY2023-24 Carryover	**FY2025-26 Funds**
CNRA – Urban Greening Grant	010-3683-0847	$3,482,535	$0
Total Sources:		**$3,482,535**	

USES		
Activity	**Account Number**	**Cost**
Design/Construction Management/Inspection	010-310-0847-4260	$400,000
Construction	010-310-0847-4600	$3,082,535
Total Uses:		**$3,482,535**

Project Description: The Carlisle Green Alley project transforms an underutilized alley (Carlisle Street) into a new linear greenspace that provides multiple benefits to residents and fulfills the City's goals for resiliency, climate adaptation, and active transportation. This project will include permeable surfaces for groundwater infiltration, trees and native landscaping, a clear bikeway, bioswales, a dedicated pedestrian pathway, and intersection improvements that encourage more walking and biking trips through San Fernando. The transformation of the alley will also address long-standing issues of blight and neglect often associated with alleys, and provide key connections to activity centers such as parks, churches, schools, and the Downtown San Fernando Mall. The project also delivers on a citywide planning effort to green adjacent public parking lots by installing trees and vegetated bioswales in the parking lot at Carlisle and Pico Streets.

Schedule: Design expected to start in second half of 2023. Construction expected to begin by Fall 2024 and be completed by Summer 2025.

Title: Pioneer Park Playground Renovation Project

Program Years: FY2024-25

Strategic Goals: V – Reducing Traffic Congestion, V.3 – Pedestrian-focused Improvements, IV – Water Quality, V1.2.a – Street Resurfacing

Project: 0671

SOURCES			
Fund	**Account Number**	**Allocation**	
		FY2023-24 Carryover	**FY2025-26 Funds**
Playground Grant	010-3697-0671	$192,905	$0
ARPA	121-3668-3689	$254,961	$0
Total Sources:		**$447,866**	

USES		
Activity	**Account Number**	**Cost**
Design/Construction Management/Inspection		$0
Construction	010/121-423-3643-4600	$447,961
Total Uses:		**$447,961**

Project Description: The Pioneer Park Playground Renovation Project will replace the existing dilapidated play equipment with new ADA accessible inclusive play equipment. In addition, the project will add shading and an outdoor exercise equipment area to the footprint.

Schedule: Currently under design with design to be completed during June 2024. Construction is expected to start in July 2024 and completed in October 2024.

Title: **Las Palmas Park Revitalization Project**
Program Years: FY2024-25
Strategic Goals: V – Reducing Traffic Congestion, V.3 – Pedestrian-focused Improvements, IV – Water Quality, V1.2.a – Street Resurfacing
Project: 0156

SOURCES			
Fund	**Account Number**	**Allocation**	
		FY2023-24 Carryover	**FY2025-26 Funds**
CNRA	010-3692-0156	$3,703,261	$0
Total Sources:		**$3,703,261**	

USES		
Activity	**Account Number**	**Cost**
Design/Construction Management/Inspection	010-422-0156-4600	$0
Construction	010-422-0156-4600	$3,703,261
Total Uses		**$3,703,261**

Project Description: The Revitalization Project includes addition of Multipurpose Athletic Field; (Splash Pad; Tennis/Pickleball Court; Sports Field & Park Lighting.

Renovations of: Play Area; Basketball Court; Baseball Fields; Walking Paths; Picnic Shelters; Outdoor Exercise Equip; Restroom/Concession Bldg.

Schedule: Currently under design with design to be completed during December 2024. Project bid and award will occur January through March 2025. Construction is expected to begin in April 2025 and completed in December 2025.

Title: **City Sidewalk Repair Project**
Program Years: FY2024-25
Strategic Goals: V – Reducing Traffic Congestion, V.3 – Pedestrian-focused Improvements, IV – Water Quality, V1.2.a – Street Resurfacing
Project: 0866

SOURCES			
Fund	**Account Number**	**Allocation**	
		FY2023-24 Carryover	**FY2025-26 Funds**
ARPA	121-3668-3689	$500,000	TBD
TDA Article 3 Funds	015-3695-0866	$37,935	TBD
Total Sources:		**$537,935**	

USES		
Activity	**Account Number**	**Cost**
Design/Construction Management/Inspection	015/121/311-0866-4600	$39,800
Construction Management	121-311-0866-4600	$21,735
Inspect/Labor Compliance/Testing	121-311-0866-4600	$38,600
Construction	121-311-0866-4600	$398,000
Contingency	121-311-0866-4600	$39,800
Total Uses:		**$537,935**

Project Description: There are five options for the Sidewalk Project, meeting the $500,000 budget. All five options include wheelchair and sidewalk repairs on San Fernando Road, from Brand Blvd. and Chatsworth Drive, stemming from claim against the City.

Project Options:

1. School side of O'Melveny Elementary School, San Fernando Elementary School, SF Early Education Center and LA County Court.
2. Both sides of Chatsworth Drive, O'Melveny Elementary School.
3. Both sides of Mott Street and O'Melveny Ave., San Fernando Elementary Schools, SF Early Education Center and O'Melveny Elem. School.
4. LA County Court and Parking lot.
5. Various locations, not including schools or Court.

Schedule: Schedule is pending location identification. Once selected, work will be completed before the end of Fiscal Year 2024-25.

Title: **Fixed Route ADA Sidewalk Improvements Project**
Program Years: FY2024-25
Strategic Goals: V – Reducing Traffic Congestion, V.3 – Pedestrian-focused Improvements, IV – Water Quality, V1.2.a – Street Resurfacing
Project: 0525

SOURCES			
Fund	**Account Number**	**Allocation**	
		FY2023-24 Carryover	**FY2025-26**
Enhanced Mobility for Seniors Grant (5310)	010-3686-0525	$750,000	$0
STP-L Funds	022-3662/3664/-0000	$83,333	$0
Total Sources:		**$833,333**	

USES		
Activity	**Account Number**	**Cost**
Design	010-311-0525-4600	$30,864
Construction	010-311-0525-4600	$617,284
Construction Contingency	010-311-0525-4600	$61,728
Construction Engineering	022/010-311-0525-4600	$92,593
Project Administration	010-310-0525-4600	$30,864
Total Uses:		**$833,333**

Project Description: The Project is located at and immediately around three main intersections within the City. The three intersections are:

- Seventh Street and Harding Avenue
- Hubbard Street and Truman Street
- Truman Street between Brand Boulevard and Maclay Street

The Project consists of bringing the pedestrian walkways within the stated locations into ADA compliance by making improvements to or installing new curb cuts, sidewalks, accessible pedestrian ramps, wheelchair ramps, drive approaches, and tree parkway.

Schedule: Between July 2024 and September 2024, RFP will be released and construction contract awarded. Construction will begin in October 2024 and is scheduled to complete in January 2025.

Title: **Parking Meter Upgrade Project**
Program Years: FY2024-25
Strategic Goals: V – Reducing Traffic Congestion, V.3 – Pedestrian-focused Improvements, IV – Water Quality, V1.2.a – Street Resurfacing
Project: *Pending CIP Approval*

SOURCES			
Fund	**Account Number**	**Allocation**	
		FY2023-24 Carryover	**FY2024-25 Funds**
Parking and Maintenance Operations	029-3850-0000	$100,000	$50,000
Total Sources:		**$150,000**	

USES		
Activity	**Account Number**	**Cost**
Purchase and Installation of Meters	029-335-XXXX-4600	$150,000
Total Uses:		**$150,000**

Project Description: Upgrade parking meters in Downtown Mall area, and the meters around courthouse that were not upgraded during phase one of the project, to smart meters.

Schedule: Project will kick-off in July 2024.

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Water System Capital Improvement Program

Fiscal Year 2024-2025
&
Fiscal Year 2025-2026

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Title: **Reservoir 4 Replacement Project**
Program Years: FY2024-25
Strategic Goals: IV.3 – Water Storage Improvements
Project: 0716

SOURCES			
Fund	**Account Number**	**Allocation**	
		Carryover from Previous Years	**FY2024-25 Funds**
State of California Funding - DWR	010-3686-0716	$5,000,000	$0
Water Fund	070-3686-0716	$2,702,901	$0
Subtotals from previous and new Fiscal Years:		**$7,702,901**	**$0**
Total Sources:		**$7,702,901**	

USES		
Activity	**Account Number**	**Cost**
DWR Grant Administration Fee	010-385-0716-4600	$200,000
Grant Match Requirement	070-385-0716-4600	$50,000
Design and Specifications	010-385-0716-4600	$545,345
Construction Management	010-385-0716-4600	$427,746
Construction	010/070-385-0716-4600	$5,890,000
Contingency (10%)	010/070-385-0716-4600	$589,000
Total Uses:		**$7,702,091**

Project Description: This project will replace an existing 1MG concrete reservoir with a new 1.1MG rectangular reservoir. The existing Upper Reservoir is a partially buried, circular reinforced concrete reservoir that was damaged due to seismic activity and has been operating at reduced capacity to avoid leakage. Due to this damage, the reservoir needs to be replaced to protect the public from catastrophic failure during major earthquake or natural disaster, provide increased operational flexibility, and effectively meet water demands.

Schedule: Construction is estimated to be completed by late part of June 2024 or early July 2024

Title: **Nitrate Treatment System – Well 2A**
Program Years: FY2024-25 and FY2025-26
Strategic Goals: IV.3.e – Continue to use 100% local groundwater supply
Project: 0857

SOURCES			
Fund	**Account Number**	**Allocation**	
		FY2024-25 Funds	**FY2025-26 Funds**
State Budget Allocation (Senator Robert Hertzberg	010-3686-0857	$0	$7,000,000
Subtotals from previous and new Fiscal Years:		**$0**	**$7,750,000**
Total Sources:		**$7,750,000**	

USES		
Activity	**Account Number**	**Cost**
IX Treatment System – Engineering and Design IX Treatment System for Well 2A	010-385-0857-4270	$500,000
IX Treatment System – Construction for IX Treatment System for Well 2A	010-385-0857-4600	$5,000,000
IX Treatment System – Construction Management for Well 2A	010-385-0857-4600	$500,000
Total Uses:		**$6,000,000**

Project Description: The second phase of the nitrate treatment system at Well 3 will allow for all four wells in the City's water system to operate and ensure resiliency and a consistent water supply. The ion exchange treatment technology is the same that was developed and installed successfully for Well 7A in 2018. The new system will be installed next to the existing Well 7A system. The two systems combined can treat all the water extracted from Well 3 and Well 7A. A new system is planned for Well 2A. This will require system modifications and additional pipe line extensions to allow the use of a blending plan along with the operational treatment system.

Schedule: Well 3 IX Treatment System was completed and fully operational on March 2024. The timeline for installing and implementing a blending plan along with the IX Treatment System for Well 2A is: Design firm on board (by September 2024); Complete design (by January 2025); Secure additional funds based on completed design (by June 2025); Complete construction and system operational - 12-18 months (by December 2026). The Funding needed to complete the Well 2A project will be approximately $2,250,000.

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Title: **Water Master Plan and Water Utility Rate Study**
Program Years: FY2024-25 & FY2025-26
Strategic Goals: Infrastructure Improvements Analysis and Assessment
Project: *Pending CIP Approval*

SOURCES			
Fund	**Account Number**	**Allocation**	
		FY2024-25 Funds	**FY2025-26 Funds**
Water Fund	070-3810-0000	$150,000	$0
Total Sources:		**$150,000**	

USES		
Activity	**Account Number**	**Cost**
Develop Water Master Plan	070-385-XXXX-4260	$100,000
Conduct Water Utility Rate Study	070-385-XXXX-4260	$50,000
Total Uses:		**$150,000**

Project Description: The Water Master Plan and Water & Sewer Rate Study will assess and provide a holistic and forward-thinking strategy that outlines the long term vision and actions necessary to manage a community's water resource. It serves as a roadmap for asset owners and utilities to ensure the sustainable use and protection of water sources. Through the use of computer modeling and field data, the master plan covers the entire distribution system, provides a comprehensive overview of the system functions, and includes where improvements are needed based on assessments of the system's capacity and reliability. It will evaluate hydraulic performance and capacity, evaluate the City's water storage and source of supply, and recommend a proactive and manageable utility capital improvement program for the next 10 years. Previous Water Master Plan was conducted in 1969. Water Utility Standards recommends a Water Master Plan be conducted every 10 years.
The Water and Sewer Rate Study will allow the opportunity to evaluate the current set rates to help set a baseline rate adjustments if needed to help sustain the water system and its future capital infrastructure needs.

Schedule: Starting July 2024 will be the RFP process and once awarded the completion of these studies and reports are anticipated to be completed by January 2025.

Title: **Lead Service Line Replacement Program**

Program Years: FY2024-25 and FY2025-26

Strategic Goals: Public Health - Replace lead service lines with copper lines to meet the State Drinking Water Requirements and EPA's 2021 LCRR Rule to help minimize health concerns related to lead.

Project: *Pending CIP Approval*

SOURCES			
Fund	**Account Number**	**Allocation**	
		FY2024-25 Funds	**FY2025-26 Funds**
Water Fund	070-3810-0000	$50,000	$50,000
Total Sources:		**$100,000**	

USES		
Activity	**Account Number**	**Cost**
New On Going Program to replace lead service lines	070-385-XXXX-4260	$100,000
Total Uses:		**$50,000**

Project Description: Replace lead service lines with copper lines to meet the State Drinking Water Requirements and EPA's 2021 LCRR Rule to help minimize health concerns related to lead exposure.

Schedule: New EPA LCRR Rule effective date is October 16, 2024 requiring Water utilities to provide the State with an inventory list of all service line and houseline material inventory. Staff has completed the distribution section phase 1 and is currently working on houseline customer side pipeline material list to be completed before October 2024 completing phase 2. Phase 3 the replacement of identified lead service lines will begin November. 2024 and continue until all lead lines have been replaced. Deadline to complete all replacements is 10 years (i.e. October 2034).

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Sewer System Capital Improvement Program

Fiscal Year 2024-2025
&
Fiscal Year 2025-2026

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Title: **City-Wide CCTV Project**
Program Years: FY2024-25 & FY2025-26
Project: *Pending CIP Approval*

SOURCES			
Fund	**Account Number**	**Allocation**	
		FY2024-25 Funds	**FY2025-26 Funds**
Sewer Capital Fund	072-3745-0000	$150,000	$20,000
Total Sources:		**$170,000**	

USES		
Activity	**Account Number**	**Cost**
Cleaning/Video/Data Analysis Report	072-365-XXXX-4600	$170,000
Total Uses:		**$170,000**

Project Description: A Citywide cleaning, videoing of all sewer lines (40 miles) in the City. All video will be reviewed and a report will be developed based on findings. This is a required prerequisite before conducting the sanitary sewer master plan.

Schedule: RFP for services will be sent out in August 2024.

Title: **Sanitary Sewer Master Plan Project**
Program Years: FY2024-25 & FY2025-26
Project: *Pending CIP Approval*

SOURCES			
Fund	**Account Number**	**Allocation**	
		FY2024-25 Funds	**FY2025-26 Funds**
Sewer Capital Fund	072-3745-0000	$250,000	Every Five Years
Total Sources:		**$250,000**	

USES		
Activity	**Account Number**	**Cost**
Develop Sanitary Sewer Master Plan	072-365-0000-4260	$250,000
Total Uses:		**$250,000**

Project Description: State Requirement. Update the City's sanitary sewer master plan; last done in 2015. State requires plan to be updated every five years. Plan is also a requirement prior to conduct a utility user fee process.

Schedule: RFP will be sent out once CCTV project has been complete; estimated early 2025.

Title: **Sewer Line Replacement Project**
Program Years: FY2024-25 & FY2025-26
Project: *Pending CIP Approval*

SOURCES			
Fund	**Account Number**	**Allocation**	
		FY2024-25 Funds	**FY2025-26 Funds**
Sewer Capital Fund	072-3745-0000	$1,095,000	$1,095,000
Total Sources:		**$1,095,000**	

USES		
Activity	**Account Number**	**Cost**
Design and Specifications	072-365-0000-4260	$250,000
Construction Management	072-365-0000-4600	$65,000
Construction	072-365-0000-4600	$650,000
Contingency (15%)	072-365-0000-4600	$97,500
On-Call Engineer Review (5%)	072-365-0000-4600	$32,500
Total Uses:		**$1,095,000**

Project Description: Replacement of sewer lines.

Schedule: TBD (If Necessary)

EXHIBIT "7"
RES. NO. 8318

CITY OF SAN FERNANDO
SUMMARY OF BLANKET PURCHASE ORDERS
FISCAL YEAR 2024-2025
BLANKET ORDER

VENDOR NAME	NOT TO EXCEED	SUMMARY OF GOODS TO BE PROVIDED UNDER BLANKET PURCHASE ORDER
3G SIGNS	50,000	PRINTED FORMS, SIGNS & MATERIALS
ADVANCED AUTO REPAIR	100,000	VEHICLE REPAIR AND BODY WORK
AG LAWNMOWER SHOP	25,000	SMALL EQUIPMENT AND REPAIRS
ALL STAR ELITE SPORTS	25,000	UNIFORMS-RCS SPORTS PROGRAMS
AQUA-METRIC SALES COMPANY	50,000	WATER METERS, FIRE SERVICE MATL'S & LINES
ARROYO BUILDING MATERIAL	25,000	MISC LOCAL HARDWARE SUPPLIES
BADGER METER, INC	100,000	WATER METERS, FIRE SERVICE MATL'S & LINES
CARGILL INCORPORATED	350,000	NSF CERTIFIED BULK SALT FOR THE ION EXCHANGE
CDW GOVERNMENT, INC.	50,000	TECHNOLOGY EQUIPMENT
CLEAN ENERGY	50,000	MAINT. & REPAIRS FOR CNG STATION
COOPER HARDWARE	25,000	MISC SUPPLIES
CORE & MAIN LP	125,000	WATER METERS, FIRE SERVICE MATL'S & LINES
DELL MARKETING L.P.	75,000	TECHNOLOGY EQUIPMENT
DOOLEY ENTERPRISES INC	25,000	AMMUNITION
DUTHIE POWER SERVICES INC	30,000	GENERATOR MAINTENANCE AND REPAIRS
FERGUSON WATER WORKS	125,000	WATER METERS, FIRE SERVICE MATL'S & LINES
GRAINGER INC	75,000	SUPPLIES FOR BLDG AND LANDSCAPE PROJECTS
H & H WHOLESALE PARTS	25,000	VARIOUS TYPES OF BATTERIES FOR CITY FLEET
IRRIGATION EXPRESS	25,000	MISC IRRIGATION SUPPLIES
KEYSTONE UNIFORM DEPOT	25,000	POLICE UNIFORMS
MACKAY METERS INC	25,000	PARKING METER PARTS & EQUIP
MCCALLA COMPANY	25,000	LIVESCAN SUPPLIES
NATIONAL READY MIXED CONCRETE COMPANY	25,000	CONCRETE FOR STREETS AND SIDEWALKS
O'REILLY AUTOMOTIVE STORES INC	30,000	VEHICLE SVC MAINT/REPAIR MATL'S & SUPPLIES
PRO FORCE LAW ENFORCEMENT	25,000	TASERS, HOLSTERS & ACCESSORIES
PROFESSIONAL PRINTING CENTER	50,000	PRINTED FORMS
ROYAL INDUSTRIAL SOLUTIONS	30,000	ELECTRICAL PARTS AND MATL'S
ROYAL PAPER CORPORATION	25,000	JANITORINAL SUPPLIES
S & J SUPPLY CO. INC	50,000	FIRE HYDRANT & METER INSTALLATION MATERIALS
SHI INTERNATIONAL CORP	50,000	TECHNOLOGY EQUIPMENT
SUNBURST UNIFORMS	25,000	POLICE UNIFORMS
THE GOODYEAR TIRE & RUBBER CO DBA JUST TIRES	25,000	TIRES FOR CITY FLEET
ULTRA GREENS, INC	25,000	GENERAL LANDSCAPE SUPPLIES & MATERIALS
UNIFORM & ACCESSORIES	25,000	POLICE UNIFORMS
USA BLUE BOOK	25,000	MISC WATER SUPPLIES
VALLEY LOCKSMITH	30,000	LOCKSMITH SUPPLIES & SERVICES
VULCAN MATERIALS COMPANY	30,000	UTILITY TRENCH AND POTHOLE REPAIR
ZUMAR INDUSTRIES INC	75,000	SIGNS AND MATERIALS

ATTACHMENT "C"

RESOLUTION NO. 7766

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, RESCINDING RESOLUTION NO. 7653 AND ESTABLISHING AN UPDATED BUDGET POLICY

WHEREAS, it is fiscally responsible to adopt policies to guide short and long-term planning of resources;

WHEREAS, the City Council sets the City's fiscal priorities in the form of an annual budget;

WHEREAS, the City Council desires to enhance financial accountability and transparency to residents, customers, and the community-at-large;

WHEREAS, a formal Budget Policy enhances accountability and transparency by defining the annual budget process and setting standards for developing the budget as an effective policy document, financial plan, operations guide, and communications tool; and

WHEREAS, it is best practice to periodically review and update City policies and procedures to ensure they remain current and relevant.

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

Section 1. The City Council hereby rescinds Resolution number 7653.

Section 2. The City Council hereby establishes the Budget Policy, attached hereto as Exhibit "A" and incorporated herein by this reference.

PASSED, APPROVED, AND ADOPTED this 5th day of December, 2016.

Robert C. Gonzales, Mayor

ATTEST:

Elena G. Chávez, City Clerk

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

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 5th day of December, 2016, by the following vote to wit:

AYES: Gonzales, Fajardo, Lopez, Soto – 4

NOES: None

ABSENT: Ballin – 1

Elena G Chávez
Elena G. Chávez, City Clerk

CITY OF SAN FERNANDO		POLICY/PROCEDURE
NUMBER		SUBJECT BUDGET POLICY
ORIGINAL ISSUE 11/03/2014	EFFECTIVE 11/03/2014	
CURRENT ISSUE 12/05/2016	EFFECTIVE 12/05/2016	CATEGORY FINANCE
SUPERSEDES		

Section 1. Purpose.

To demonstrate the City's commitment to financial accountability and transparency by defining the annual budget process and setting standards for developing the budget as an effective policy document and communication tool.

Section 2. Statement of Policy.

The Annual Budget, as adopted by the City Council, establishes the total appropriation provided for each City Department's operations. Expenditures may not exceed budgeted appropriations at the Department level within a fund. Budgeted appropriations are legally limited to the amount authorized by the City Council for each fund in the Annual Budget document, plus supplemental or increased appropriations individually approved by the City Manager or City Council.

In addition to setting the legal expenditure limit, the Annual Budget sets forth a strategic resource allocation plan that addresses the City Council's Strategic Goals. The Annual Budget is a policy document, financial plan, operations guide, and communication device all in one. To that end, an effective Annual Budget document:

- Determines the quality and quantity of City programs and services for the upcoming fiscal year;
- Details expenditure requirements and the estimated revenue available to meet those requirements;
- Aligns the activities of individual City Departments with the City Council's goals and priorities;
- Sets targets and provides a means of measuring actual accomplishments against goals; and
- Serves as a communication device to promote the City's vision and direction, fiscal health and vitality, and the value the public is getting for its tax dollars.

Through the Annual Budget document, the City demonstrates financial accountability to residents, customers, and the community-at-large. Additionally, the Annual Budget provides the legal authority for expenditures and a means for control of municipal operations throughout the fiscal year. Accordingly, the City's Code mandates that a budget be adopted by Resolution on or before July 20th of each fiscal year (Chapter 2, Article VI, Division 2, Section 2-648). However, if the budget is not adopted by July 1st, a Continuing Budget Resolution must be adopted to provide legal spending authority through July 20th (see Section 3.C. Budget Preparation and Adoption).

The budget development process provides Department Heads with an opportunity to justify departmental work programs, propose changes in services, and recommend revisions in organizational structure and work methods. It also enables the City Manager to review City operations and make appropriate recommendations to the City Council.

Presentation of the City Manager's proposed budget to the City Council provides an opportunity to explain City programs and organizational structures. It also allows the City Council to judge the adequacy of the proposed operating programs, determine basic organizational and personnel staffing patterns, and establish the level of City services to be rendered with the available

resources.

In order to accomplish these objectives, the Annual Budget combines a detailed explanation of estimated financial resources for the ensuing fiscal year with proposed expenditures, supported by sufficient information on the proposed programs and activities to assess the appropriateness of the recommended levels of services.

A. Structurally Balanced Budget

The City strives to adopt a balanced budget in which recurring operating revenue is equal to, or exceeds, recurring operating expenditures. In the event a balanced budget is not attainable, and the cause of the imbalance is expected to last for no more than one year, the planned use of contingency reserves to balance the budget is permitted. In the event a budget shortfall is expected to continue for more than one year, the planned use of contingency reserves should only be used as a temporary stop-gap measure and a broader strategic financial plan should be developed to close the gap through revenue increases and/or expenditure decreases.

The City will avoid the use of one time revenues to fund ongoing operations. One-time revenue may be appropriated to bridge short-term gaps in available resources and to pay off loan balances.

B. The Operating Budget, Capital Budget, and Capital Improvement Plan

The Annual Budget document contains information about the City's operating and capital programs for a particular fiscal year. Typically, when one refers to the City's Annual Budget, the meaning is the combination of the operating and capital budgets. The operating budget details the funding for the day-to-day operations and obligations of the City for a particular fiscal year including, but not limited to, employee salary and benefit costs, utility expenses, office expenses and building maintenance costs. The capital budget details planned expenditures for the same fiscal year to construct, maintain, or improve the City's capital assets.

The Capital Improvement Plan (CIP) is a separate multi-year planning document that details planned expenditures on capital projects. Capital projects include, but are not limited to, street and alley maintenance, construction or renovation of municipal buildings, improvements to recreation centers and playgrounds, and water main and sewerage system replacement. The CIP connects planned capital project expenditures to the financial resources to be used to fund the project and identifies the timeframe in which both the financing and work will take place. Capital improvement projects typically carry considerable future impact, meaning, they have a life span of at least five years or more. Consequently, they may be financed over a longer period of time in order to equitably spread the cost of the project across generations of users. Due to long-term nature of the CIP and potentially complex nature of capital project financing, the CIP may be presented in a separate document.

Most expenditures found in the current year of the CIP are included in the Annual Budget's capital expenses or capital outlays component. However, certain projects for which funding is not yet secure, or planning is not complete, are budgeted through supplemental appropriations during the fiscal year. Additionally, debt-financed projects are typically reflected twice in the Annual Budget; first as an original capital expenditure from the proceeds of the debt, and second as payments of principal and interest over a number of years.

C. Basis of Budgeting

To be consistent with accounting principles and the City's financial statements, the City uses the modified accrual basis for budgeting[1] for all General, Special Revenue, Debt Service, and Capital Projects Funds. Exceptions are as follows:

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[1] This means that revenues are recognized when they become both measurable and available. Measurable means the amount of the transaction can be determined and available means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. Expenditures are recorded when liabilities are incurred, except that principal and interest payments on long-term debt are recognized as expenditures when due.

- Capital expenditures within the Enterprise Funds are recorded as assets on an accounting basis but are shown as expenditures on a budgetary basis.
- Depreciation of capital assets and amortization of various deferred charges are recorded on an accounting basis only.
- Principal payments on long-term debt within the Enterprise Funds are applied to the outstanding liability on an accounting basis but are shown as expenditures on a budgetary basis.

Section 3. Procedure.

The procedures for public hearing, budget adoption, budget appropriations, amendments, and transfers, shall be as specified in the City of San Fernando City Code, Chapter 2, Article VI, Division 2, Section 2-646 through Section 2-651.

The City of San Fernando's fiscal year begins each July 1st and concludes on June 30th. In accordance with fundamental democratic principles, the City embraces the notion and practice of citizen participation, especially in key planning and resource allocation activities. Therefore, the development of the budget process begins early in the prior fiscal year to ensure adequate planning and community input into that planning. Departments obtain citizen input through Council, Committee and Commission meetings, public hearings, study sessions, and other forms of written and oral communication. Additional methods for soliciting general, or targeted, public input may be implemented as directed by the City Council or City Manager.

The development of the Annual Budget is comprised of three distinct phases:

1. Strategic Planning and Program Assessment;
2. Budget Directive and Departmental Submittal; and
3. Budget Preparation and Adoption.

A. Strategic Planning and Program Assessment

Strategic Planning is a process that brings into alignment the community's priorities and needs, City Council goals and priorities, and City operations. The City Council's strategic goals and priorities are used as a roadmap to realize the community vision through building a budget that effectively utilizes City resources.

Program Assessment is designed to elicit evaluation of current service delivery efforts, as well as to provide baseline and performance information on the services (activities) that a Department currently provides. Program Assessment is conducted around five main critical questions:

1. ***What*** service does the program provide?
2. ***Why*** does the City provide the service?
3. ***How*** is the service provided?
4. ***How Well*** is the service provided? and
5. What is the ***Impact*** of the program on the community?

Program Assessment is a critical component of the budget Development process. Before focusing on dollars, Departments should focus on these questions and engaged in linking past assumptions and decisions with current issues.

B. Budget Directive and Departmental Submittal

The City Manager establishes a Budget Directive based on short and long-term financial and organizational goals. Budget kickoff begins in March with a meeting attended by the City Manager, Finance Director, Department Heads, and key staff from the Finance Department. Policy directives, general budgeting guidelines, and the technical and procedural aspects of preparing the budget are discussed. The Budget Preparation Packet that provides the information necessary to prepare the budget documents in an accurate and timely manner is distributed. Departments have approximately one month to prepare their budgets based on the City Manager's Budget Directive.

A City Manager Review is then conducted to provide each department with the opportunity to present an overview of their proposed budget, including increases, reductions, and/or other significant budgetary changes. The purpose of the City Manager Review is to finalize decisions regarding departmental budget requests and to discuss other outstanding issues.

C. Budget Preparation and Adoption

Once the City Manager Reviews have taken place and all departmental budget issues are resolved, the Finance Department prepares the City Manager's Proposed Budget. The Proposed Budget includes changes made subsequent to the City Manager Reviews and any other City Manager-directed changes.

The City Manager presents the Proposed Budget to the City Council in one or more workshop study sessions, typically held in May. Although public comment is welcome throughout the workshop study sessions, a specially designated Public Hearing is expressly held for public participation. Subsequent to the Public Hearing, the City Manager will ask the City Council to adopt the Annual Budget with any necessary revisions made between the time of the publication of the Proposed Budget and the date of adoption. The Annual Budget is effective July 1st, and the printed document is available within ninety (90) days of budget adoption.

The City's Code mandates that a budget be adopted by Resolution on or before July 20th of each fiscal year (SFCC Sec. 2-648). However, the City's fiscal year ends on June 30th (SFCC Sec. 2-646) and all appropriations expire at the end of the fiscal year (SFCC Sec. 2-649). Consequently, in the event budget discussions extend beyond June 30th, City Council must adopt a resolution approving funding operations until the final budget is adopted.

D. Adjustments to the Adopted Budget

Per the City's Code, the City Manager shall be responsible for the administration of the Annual Budget after its final adoption, shall keep the City Council fully advised at all times of the financial condition and needs of the City, and make such recommendations as (s)he deems necessary. In order to accomplish this mandate, the City Manager annually presents a mid-year fiscal review to the City Council, typically held between January and March. This review includes needed adjustments to the Adopted Budget that have been identified by staff since budget adoption.

The City Council may, at any regular or special meeting, amend or supplement the Annual Budget by motion adopted by three affirmative votes authorizing the transfer of unused balances appropriated for one purpose to another purpose or to appropriate available funds not included in the budget.

Sec. 2-651 of the City Code authorizes the Finance Director to transfer budget amounts within salary accounts and within Maintenance and Operations accounts at his/her discretion. Budget transfers between funds, departments or divisions, transfers affecting assets and transfers between capital outlay accounts shall first be approved by the City Council. The City Council may confer additional administrative transfer authority to the City Manager, Finance Director, or other designee, within the adopted budget resolution provided the amount of the transfer does not exceed the adopted budget, plus supplemental or increased appropriations approved by the City Manager or City Council. Transfers requiring City Council approval shall be submitted as agenda items and approved in accordance with the City Code Section 2-650. City Council approval is also required for all transfers from un-appropriated fund balances or contingency reserves.

E. Carryover Appropriations

The City's Code states that all appropriations unexpended or unencumbered at the end of each fiscal year shall expire and revert to the un-appropriated fund balance for the fund from which it was appropriated. Any unexpended encumbering funds from the next preceding fiscal year shall likewise expire and revert to the respective fund balances if they have not been fully expended prior to the end of the accrual period. The City Council may authorize the City Manager, Finance Director, or other designee, to carryover appropriations for unexpended account balances required to complete approved capital projects within the adopted budget resolution.

F. Appropriated Reserve

The City Council may appropriate a certain amount of funding to be used as a contingency for unanticipated, non-emergency needs that are identified during the fiscal year. The Appropriated Reserve may be used to alleviate unanticipated expenditures, revenue shortfalls due to an unexpected economic slowdown or recession, or to fund one-time, high priority programs/activities. The amount budgeted as Appropriated Reserve is subject to City Council approval and requires no maximum or minimum appropriation in any given year.

The City Manager shall approve the use of Appropriated Reserves in accordance with all applicable City policies. Upon approval by the City Manager, the Finance Department is authorized to transfer funds from the Appropriated Reserve account to the appropriate operating account, if applicable, without additional City Council approval. Funds that are not expended in a particular fiscal year will be returned to the General Fund's Unappropriated Reserve and may then be re-appropriated in the subsequent year.

G. Non-budgeted Funds and Accounts

The City Council does not adopt appropriations in Fiduciary Funds and accounts. Fiduciary Funds are used to account for assets held in trust by the government for the benefit of individuals or other entities and include, but are not limited to, the Successor Agency to the San Fernando Redevelopment Agency.

Fiduciary accounts are used within various funds to track customer deposits or other pass through monies that are held by the City until they are either refunded or paid to another entity on behalf of the customer. These are typically recorded in liability accounts on the City's Balance Sheet.

H. Proposition 4 (Gann) Appropriation Limit

Article XII-B of the California Constitution was added by the November 1979 passage of the Gann Initiative. This legislation mandated that California Cities must compute an appropriation limit, which places a ceiling on the total amount of tax revenues that the City can appropriate annually. The legislation also provides that the governing body shall annually establish its appropriations limit by resolution.

The appropriations limit is calculated by determining appropriations financed by proceeds of taxes in the 1978-1979 base year and adjusting the limit each subsequent year for changes in the cost of living and population. This Appropriation Limit is the maximum limit of proceeds from taxes the City may collect or spend each year. Budgeted appropriations are limited to actual revenues if they are lower than the limit. The Appropriations Limit may be amended at any time during the fiscal year to reflect new data.

I. Reference

City of San Fernando City Code, Chapter 2, Article VI, Division 2, Section 2-646 through Section 2-651.

Section 4: Exceptions

There will be no exceptions to this procedure, except as may be approved by the City Council.

Section 5. Authority.

By order of City Council Resolution No. 7766 adopted by the City Council on December 5, 2016.



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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Mary Mendoza and Councilmembers

From: Nick Kimball, City Manager
By: Julio Salcedo, Director of Recreation & Community Services

Date: January 6, 2025

Subject: Consideration to Adopt a Resolution and Approve an Agreement between the City of San Fernando and Los Angeles County Regional Park and Open Space District regarding Measure A Annual Allocation to City of San Fernando.

RECOMMENDATION:

It is recommended that the City Council:

a. Adopt Resolution No. 8358 (Attachment "B") giving jurisdictional support to apply for Regional Park and Open Space District (RPOSD) Measure A annual allocation funds;

b. Approve an Agreement (Attachment "A"- Contract No. 2335) between the City and the Los Angeles County Regional Park and Open Space District; and

c. Authorize the City Manager to make non-substantive changes and execute all related documents.

BACKGROUND:

1. On November 8, 2016, the voters of Los Angeles County approved the Safe, Clean Neighborhood Parks, Open Space Beaches, Rivers Protection, and Water Conservation Measure (Measure A).

2. Since 2018, the City has received approximately $1,115,129 through Measure A formula based allocations and $351,007 in competitive grants, which are open to public agencies, non-profit organizations and schools.

3. In January 2024, the Los Angeles County Regional Park and Open Space District (RPOSD), which administers Measure A funding, updated its Grants Administration Manual (GAM) to streamline the process to request the formula based allocation. Los Angeles County RPOSD requires the execution of an Annual Allocation Agreement by each agency and a resolution approving blanket authority to file applications with RPOSD for Measure A Funds for programs and projects.

ANALYSIS:

Measure A (the Safe, Clean Neighborhood Parks, Open Space, Beaches, River Protection, and Water Conservation Measure) was developed to meet current and future park needs as identified in the Countywide Parks and Recreation Needs Assessment of June 2016. This measure generates more than $90 million annually to support local parks, beaches, and open spaces across Los Angeles County. It also offers competitive grant opportunities to public agencies, non-profits, and schools.

The Annual Allocation Grant Program distributes funds to designated public agencies based on a formula. For Fiscal Year (FY) 2023-2024, the City of San Fernando has been allocated $67,208.89. Agencies receiving these funds can choose to expend them immediately or accrue for future use. Including the latest allocation, the City's total available Measure A funds amount to $448,690.59.

City staff are working collaboratively with the Community and the Public Works Department to identify priority park repairs and enhancements. A proposed list of projects will be presented to the City Council in the future, along with a request to authorize the use of these funds.

To apply for and accept both annual allocation and competitive grant funds, Los Angeles County RPOSD requires a formal agreement and a City Council-approved resolution. Staff has prepared Resolution No. 8358 (Attachment "B") for the Council's adoption, authorizing the application for and acceptance of these grant funds.

This funding represents a significant opportunity to enhance our parks and open spaces, ensuring a better quality of life for San Fernando residents now and in the future.

BUDGET IMPACT:

There is no additional budget impact at this time. Receipt of Measure A annually allocated funds and projects utilizing the funds will be brought forward to the Council as required in the future.

CONCLUSION:

Staff recommends that the City Council approves agreement with Los Angeles County RPOSD and adopts Resolution No. 8358 authorizing the acceptance of Measure A annually allocated funds.

ATTACHMENTS:

A. Agreement No. 2335
B. Resolution No. 8358

ATTACHMENT "A"
CONTRACT NO. 2335

Measure A Annual Allocation Grant Agreement

PARTIES TO AGREEMENT

RPOSD:

Los Angeles County
Regional Park and Open Space District
1000 South Fremont Avenue, Unit #40
Building A-9 East, Ground Floor
Alhambra, CA 91803

GRANTEE:

City of San Fernando
117 Macneil Street
San Fernando, CA 91340

This Annual Allocation Grant Agreement ("Agreement") is made and entered into by and between the City of San Fernando ("Grantee") and the Los Angeles County Regional Park and Open Space District ("RPOSD"). Grantee agrees to complete Annual Allocation projects as described in any Notice to Proceed ("NTP"), a subordinate agreement executed wholly within and subject to the provisions of this Agreement, approved by RPOSD, acting through the Director of the County of Los Angeles Department of Parks and Recreation, and pursuant to Measure A.

RECITALS

WHEREAS, RPOSD, acting through the Director of the County of Los Angeles Department of Parks and Recreation and Measure A, is authorized by the County of Los Angeles Board of Supervisors, acting in its capacity as the governing body of the RPOSD, to implement Measure A and administer Measure A grants;

WHEREAS, Grantee is a public entity eligible for Annual Allocation awards; and

WHEREAS, this Agreement is authorized by Measure A;

THEREFORE, in consideration of the mutual covenants, promises, and representations herein, RPOSD and Grantee agree as follows:

Definitions

Annual Allocations: Annual grant funds allocated pursuant to Section 5, subdivision (b) of Measure A.

Board of RPOSD: The County of Los Angeles Board of Supervisors acting in its capacity as the governing body of the RPOSD.

Good Standing: Good Standing is when an agency or organization is in compliance with all requirements stated in the guidelines, policies, and procedures of RPOSD for both Proposition A and Measure A. Good Standing is required of Grantees in order for payment requests to be processed and to receive or apply for any grant funds from RPOSD.

Grants Administration Manual (GAM): The document that details the policies and procedures for administering grants awarded by RPOSD. From time to time, it shall be amended or changed by RPOSD as described in this agreement.

Grants Management System (GMS): The online Grants Management System used by RPOSD to track Measure A grant-funded projects.

Measure A: The Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection, and Water Conservation Measure to levy a special tax and issuing bonds approved by voters on November 8, 2016.

Notice to Proceed (NTP): A subordinate agreement executed wholly within and subject to the provisions of this Agreement, for the performance of deliverables as described in the Notice to Proceed (Attachment A). Upon issuance by RPOSD, the NTP confirms approval of an identified project and a specified grant amount and authorizes Grantee to commence performance of said project. The NTP shall include the specifics of the approved project, such as the scope of work, funding award, and performance period for the project.

NTP Performance Period: The timeframe within which Grantee is to complete a project as detailed in each Work Plan. Project costs must be incurred within the NTP Performance Period for each project to be eligible for reimbursement.

Project: Acquisition, development, planning and design/or innovation projects utilizing Annual Allocation funding, and as set forth in an executed NTP.

Scope of Work: Grantee's written description of tasks and deliverables for a project, as set forth in the Work Plan.

Work Plan: A plan that details the proposed elements of a project: scope of work, deliverables, timeline, budget, land tenure, perpetuity plan, community engagement plan, funding acknowledgement, and attachments (as needed).

TERMS AND CONDITIONS

Article 1: Conditions

A. This Agreement applies to all grant funds allocated to Grantee for projects which Grantee has applied for, and which have been approved by RPOSD, as evidenced by the issuance of an NTP.

B. The Work Plan and its required attachments, and any subsequent changes or additions approved by RPOSD, are hereby incorporated in this Agreement as though set forth in full.

C. The GAM, and any subsequent changes or additions thereto, and the Measure A Resolution are also hereby incorporated in this Agreement as though set forth in full.

D. As per the approved NTP(s), RPOSD grants the Grantee a sum of money not to exceed the budget amount, in consideration and on the condition that the sum be solely expended for the purposes set forth in the NTP Scope of Work for the approved Work Plan and under the terms and conditions set forth in this Agreement.

E. Grantee acknowledges that it may be required to furnish any additional funds necessary to complete the project approved in the NTP.

F. Any non-recreational use of the project area must be preapproved in writing by RPOSD, and if approved, Grantee agrees that any gross income earned from such non-recreational uses of the project shall be used for recreation development, additional acquisition, operation or maintenance at the project site, unless RPOSD approves otherwise in writing.

G. Grantee agrees that any gross income that accrues to a grant-assisted development project authorized by the NTP during and/or as part of the construction, from sources other than the intended recreational uses, also shall be used for further development of that particular project described in the NTP, unless RPOSD approves otherwise in writing.

Article 2: Term of Agreement

This Agreement is effective upon the date it is fully executed by the Grantee and Director of RPOSD or their designees (“Effective Date”) and will remain in effect in perpetuity unless terminated by RPOSD upon written notice.

Article 3: Counterparts and Electronic Signatures

A. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The email or electronic signature of the parties shall be deemed to

constitute original signatures, and electronic copies hereof shall be deemed to constitute duplicate originals.

B. RPOSD and Grantee hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments and received via communications facilities (email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Agreement.

Article 4: Grant Funds

Grantee will not be entitled to any payment by RPOSD under this Agreement except pursuant to an authorized NTP for each project. Grant funds will be disbursed and used solely by the Grantee in accordance with the Work Plan defined in the NTP for each project, subject to the provisions of this Agreement. Grantee may not combine or carryover funds remaining in one project to another. Grantee understands that grant funds are not a gift and agrees that RPOSD is granting funds for Grantee to complete the work authorized in each NTP.

Article 5: Expenditure of Grant Funds and Allocation of Funds Between Budget Items

Grantee shall expend grant funds consistent with the approved NTP, which incorporates by reference the Work Plan. Any revisions to the budget that attempts to shift funds from approved budget items into a different category must be identified in a revised Work Plan within the GMS and approved in advance by RPOSD. RPOSD may withhold payment for items which exceed the amount allocated in the Work Plan which have not received the approval required herein. Any RPOSD approved increase in the funding for any budgeted item may result in a corresponding decrease in the funding for one or more other budgeted items.

Article 6: Project Costs and Reimbursements

RPOSD shall reimburse to Grantee, in accordance with the authorized NTP's budget, a total amount not to exceed the amount of the NTP, as follows:

A. RPOSD shall reimburse funds for eligible costs incurred to date, up to 90% of the grant amount specified in the NTP, upon the Grantee's satisfactory progress and upon submission of an electronic claim form(s), which shall be submitted no more frequently than every 45 days. RPOSD shall disburse the final 10% upon the Grantee's satisfactory completion of the project, submission of required documentation, and approval by RPOSD. Project costs must be incurred within the NTP Performance Period to be eligible for reimbursement.

B. Grantee shall request reimbursements by submitting a claim to RPOSD through the GMS and complete all forms and requirements of the claim process. RPOSD will only reimburse for actual costs incurred and verified. The form shall also indicate cumulative expenditures to date and expenditures during the reporting period.

C. Claim for reimbursement must be signed by Grantee's authorized representative. Each claim form shall be accompanied by:

    1. All receipts and any other source documents for direct expenditures and costs that Grantee seeks reimbursement for.

    2. Invoices from vendor(s) that Grantee engaged to complete any portion of the work funded under this Agreement and proof of payment (credit card statement, cleared checks) and any other source documents for costs incurred and expenditures by any such vendor(s), unless RPOSD makes a specific exemption in writing.

D. RPOSD, in its sole discretion, may deny reimbursement requests that do not comply with reimbursement requirements or lack sufficient documentation.

Article 7: Indirect Overhead Costs

Grantee may request reimbursement of its indirect overhead costs in accordance with the GAM.

Article 8: Project Completion

Grantee shall complete the project by the Performance Period identified in the approved NTP. Upon completion of a project, Grantee shall provide RPOSD with evidence of completion by submitting:

1. All deliverables specified in the Work Plan, each in a format(s) approved by RPOSD (for example, paper, digital, photographic);

2. Electronic submission of the final claim;

3. All required documentation as required by RPOSD.

Article 9: Deed Restriction

Grantee shall cause to be recorded on the title of any real property acquired and/or developed with funds from the Measure, a deed restriction requiring compliance with the Measure A resolution, in perpetuity consistent with the applicable provisions in the GAM.

Article 10: Funding Acknowledgement

Grantee is required to acknowledge RPOSD's financial assistance for each project that has been awarded funding consistent with the conditions set forth in the GAM, which may include, without limitation: (1) printed and promotional materials, (2) social media, and (3) project signage.

Article 11: Severability

If any provision of this Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, it shall be considered severable from the remainder of the Agreement and shall not cause the remainder to be invalid or unenforceable.

Article 12: Change of Use/Disposal

To use the property only for the purposes of Measure A and to make no other use, sale, or disposition of the property, except as described in Paragraph (A).

(A) If the use of the property acquired through grants pursuant to this resolution is changed to one other than a use permitted under the category from which the funds were provided, or the property is sold or otherwise disposed of, an amount equal to the (1) amount of the grant, (2) the fair market value of the real property, or (3) the proceeds from the portion of such property acquired, developed, improved, rehabilitated or restored with the grant, whichever is greater, shall be used by the recipient for a purpose authorized in that category or shall be reimbursed to the Parks Fund and shall be available for a use authorized in that category.

If the property sold or otherwise disposed of is less than the entire interest in the property originally acquired, developed, improved, rehabilitated or restored with the grant, an amount equal to the proceeds or the fair market value of the property interest sold or otherwise disposed of, whichever is greater, shall be used by the Grantee for a purpose authorized in that category or shall be reimbursed to the Parks Fund and be available for a use authorized in that category. Nothing in this Section shall limit a Public Agency from transferring property acquired pursuant to this order to the National Park Service or the State Park System, with or without consideration.

In either instance, Grantee must provide documentation to RPOSD detailing the benefits that the disposal or partial disposal of property will provide to the residents of Los Angeles County, consistent with Measure A.

Article 13: Community Outreach and Engagement

Grantee must conduct community outreach and engagement that meet the minimum requirements, as defined in the GAM, with the intent to ensure that communities throughout Los Angeles County are aware of and can help determine spending priorities for their projects, and to facilitate a transparent process by which agencies report use of Measure A funds.

Article 14: Indemnification and Hold Harmless

Grantee shall indemnify, defend and hold RPOSD, its officers, and employees harmless from and against any and all liability to any third party for or from loss, damage or injury to persons or property in any manner arising out of, or incident to, the performance of this Contract or the planning, arranging, implementing, sponsoring or conducting of the Project or any other operation, or activity by the Grantee; and from all costs and expenses, including attorney's fees, in any action or liability arising under this Contract or the planning, arranging, implementing, sponsoring or conducting of the Project or any other operation, or activity by the Grantee. RPOSD shall have no liability for any debts, liabilities, deficits, or cost overruns of the Grantee. Grantee and RPOSD agree that the liability of the RPOSD hereunder shall be limited to the payment of the grant monies pursuant to the terms and conditions of this Agreement and the GAM. Any contracts entered into, or other obligations or liabilities incurred by, Grantee in connection with the Project or otherwise relating to this Agreement shall be the sole responsibility of Grantee, and RPOSD shall have no obligation or liability whatsoever thereunder or with respect thereto.

Article 15: Performance and Development

A. Grantee agrees to promptly submit any reports or documentation that RPOSD may request.

B. If the project described in the approved NTP includes development, Grantee shall ensure that projects adhere to environmental and sustainability efforts consistent with the Safe, Clean Neighborhood Parks, Healthy Communities and Urban Greening Program; Natural Lands, Open Spaces and Local Beaches, Water Conservation and Watershed Protection Program; Regional Recreation Facilities, Multi-Use Trails and Accessibility Program. Examples including but are not limited to: sustainability, cost-saving energy efficiency, weatherization, stormwater capture, water efficiency, including irrigation efficiency, use of reclaimed water or stormwater, and use of climate and site appropriate native California tree and plant materials.

C. If the project described in the approved NTP includes acquisition of real property, Grantee agrees to furnish RPOSD with evidence of title, such as preliminary title reports. RPOSD, at its sole discretion, shall determine whether the evidence is acceptable under this Agreement. Grantee agrees in negotiated purchases to correct, prior to or at the close of escrow, any defects of title that in the opinion of RPOSD might interfere with the operation of the Project. In condemnation actions, such title defects must be eliminated by the final judgment.

Article 16: Amendments

As provided herein, no amendment (including without limitation, deletions) of any of the terms or conditions of the Agreement will be effective unless provided in writing signed by all parties. It is the responsibility of Grantee to ensure that any person who signs an amendment on its behalf is duly authorized to do so.

Article 17: Compliance with Laws

Grantee shall at all times comply with all applicable federal, state and local laws, statutes, rules, regulations, ordinances, directives, guidelines, and policies and procedures.

Article 18: Governing Law, Jurisdiction, and Venue

This Agreement will be governed by, and construed in accordance with, the laws of the State of California. Grantee agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder will be exclusively in the County of Los Angeles**.**

Article 19: Notices

All notices permitted or required to be given under this Agreement shall be in writing by mail with an email copy to info@rposd.lacounty.gov.

Article 20: Audits, Accounting, Records

A. Grantee agrees to maintain accurate and complete financial records of its activities and operations relating to this Agreement and for each executed NTP in accordance with generally accepted accounting principles.

B. Grantee also agrees to retain such financial accounts, documents and records for a minimum of five (5) years following completion of each project.

C. Grantee and RPOSD agree that during regular office hours, RPOSD or its duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Agreement or matters

related thereto. Grantee agrees to maintain, and make available for RPOSD inspection, accurate records of all its costs, reimbursements and receipts with respect to its activities under this Agreement.

At any time during the term of this Agreement or at any time within five years after termination of this Agreement, authorized representatives of RPOSD may conduct an audit of Grantee for the purpose of verifying appropriateness and validity of expenditures that Grantee has submitted to RPOSD for reimbursement under the terms of this Agreement.

D. Grantee, within thirty (30) days of notification that an audit has resulted in the exception of expenditures, may dispute the audit findings in writing to RPOSD and provide RPOSD with records and/or documentation to support the expenditure claims. RPOSD shall review this documentation and make a final determination as to the validity of the expenditures.

E. If Grantee has received all grant monies prior to the audit, or if remaining grant monies are insufficient, and if said audit reveals expenditures that cannot be verified or that were paid in violation of the terms of this Agreement, Measure A or the GAM, Grantee shall pay RPOSD an amount equal to these expenditures within sixty (60) days after receiving written notification of the expenditures disallowed and the reason for the disallowance.

Article 21: Computer Software

Grantee certifies that it has instituted and will employ systems and controls appropriate to ensure that, in the performance of this Agreement, RPOSD funds will not be used for the acquisition, operation or maintenance of computer software in violation of copyright laws.

Article 22: Nondiscrimination

Grantee shall not discriminate against any person on the basis of race, color, sex, sexual orientation, age, religious belief, national origin, marital status, physical or mental handicap, medical condition, or place of residence in the use of any property or facility acquired or developed pursuant to this Agreement.

Article 23: Independent Capacity

This Agreement is by and between RPOSD and Grantee and is not intended to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between RPOSD and Grantee. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

Article 24: Assignment

Grantee shall not assign, exchange, transfer, or delegate its rights or duties under this Agreement, whether in whole or in part, without the prior written consent of RPOSD, in its discretion.

Article 25: Good Standing

Good Standing is required of Grantees to receive any grant funds and processing of claims from RPOSD.

Article 26: Timeliness

Time is of the essence in this Agreement.

Article 27: Publicity of Project Information

Grantee shall give RPOSD the right and opportunity to use information gained from a project described in the approved NTP.

A. Grantee agrees to utilize best efforts to provide a minimum of 30 days' notice of the project grand openings, inauguration, dedications, significance, and completion to RPOSD staff and to the County Supervisor's Office in which the project described in a work plan is located, as well as to other appropriate public officials.

B. Grantee shall provide quality digital photographs of the pre-construction site and completed project described in the work plan to RPOSD. If unable to provide digital photographs (collectively, "Photographs") then Grantee shall provide quality printed Photographs of the completed project described in the work plan.

Article 28: Authorization Warranty

Grantee represents and warrants that the person executing this Agreement on behalf of Grantee is an authorized agent who has actual authority to bind Grantee to each and every term, and condition, and obligation of this Agreement and that all requirements of the Grantee have been fulfilled to provide such actual authority.

Article 29: Conflict of Interest

A. No RPOSD employee whose position with RPOSD enables such employee to influence the award of this Agreement or any subsequent NTP, and no spouse or economic dependent of such employee, shall be employed in any capacity by Grantee or have any other direct or indirect financial interest in this Agreement. No officer or employee of Grantee who may financially benefit from the performance of work hereunder shall in any way participate in RPOSD's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence RPOSD's approval or ongoing evaluation of such work.

B. Grantee shall comply with all conflict of interest laws, ordinances, and regulations now in effect, or hereafter to be enacted, during the term of this Agreement. Grantee warrants that it is not now aware of any facts that create a conflict of interest. If Grantee hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to RPOSD. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Article 30 shall be a material breach of this Agreement.

Article 30: Validity

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

Article 31: Waiver

No waiver by RPOSD of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of RPOSD to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

Article 32: Long Term Obligations

A. With the written consent of RPOSD, Grantee may transfer property acquired with funds granted under this Agreement to another public agency; to a nonprofit organization authorized to acquire real property for park, wildlife, recreation, community, open space, or gang prevention and intervention purposes; or to the California Department of Parks and Recreation, National Park Service, or the US Forest Service, at de minimis cost, provided that approval by RPOSD is obtained prior to the change and any such successor to the recipient assumes the obligations imposed under

the Measure and to accept assignment of this Agreement. Under these conditions, Grantee shall not be required to reimburse RPOSD. Any such transfer must require the nonprofit or public entity acquiring the property to enter into a written contract with RPOSD and agree to comply with the terms of Measure A and this Agreement.

B. Grantee agrees to provide for reasonable public access to lands acquired in fee with grant monies, including the provision of parking and public restrooms, except when that access may interfere with resource protection.

C. All facilities shall be open to members of the public generally, as noted in the GAM. Grantee agrees that property and facilities acquired or developed with Measure A funds as per this Agreement shall be available for inspection upon RPOSD's request, in perpetuity.

D. Grantee agrees to maintain and operate in perpetuity the property acquired, developed, rehabilitated or restored with grant monies, subject to the provisions of Measure A and this Agreement.

E. Grantee agrees to take all reasonable measures to actively oppose, at its sole expense, any proposal or attempt to act upon, exercise, or assert claims as to reserved rights to the grant funded property that are contrary to the purposes of Measure A, GAM and/ or this Agreement, including but not limited to oil, gas, and other hydrocarbon substances; minerals; water; and/or riparian resources. The above notwithstanding, Grantee has no obligation hereunder to initiate litigation challenging any project or proposal based on a reserved right lawfully recorded against the grant funded property in real property records maintained by the Los Angeles County Recorder's Office.

Article 33: Breach

A. Grantee agrees that compliance with the terms of this Agreement will have significant benefits to Los Angeles County and its constituents. Because such benefits exceed the amount of funds furnished under these provisions, Grantee agrees that any breach would result in incalculable loss, and therefore, any payment by the Grantee to RPOSD of an amount equal to the amount of the funds would be inadequate compensation. In the event that Grantee breaches any of the terms, covenants, representations, or conditions of this Agreement, RPOSD may elect to enforce any and all remedies available at law or in equity, including without limitation, any of the following:

1. Prior to reimbursement of funds:

    a. Withdrawal of an approved NTP;

2. After payment (partial or full) of a specific project approved through an NTP:

    a. Seek specific performance of Grantee's obligations under this Agreement;

    b. Receive reimbursement of grant funds awarded under the NTP.

B. If RPOSD brings an action to enforce the terms of this Agreement, Grantee shall be responsible to pay RPOSD's attorney's fees and costs, including expert witness costs, if RPOSD prevails in said action.

C. The foregoing remedies are cumulative and may be exercised independently or in combination and are not exclusive to one another or to any other remedies available at law or in equity. In the event RPOSD must pursue any remedy hereunder and is the substantially prevailing party, RPOSD shall be awarded its costs and reasonable legal fees, including costs of collection.

Article 34: NTP Termination

RPOSD may withdraw, in whole or in part, an NTP and/or terminate this Agreement, and/or seek a refund of payments already made if RPOSD determines in its discretion that:

1. Facts have arisen, or situations have occurred, that fundamentally alter the expectations of the parties or make the purposes for an NTP or grant funds approved as contemplated infeasible or impractical;

2. Any material modifications in the scope or nature of a project have occurred from that which was presented in the NTP and such material modifications have not received the prior written approval of RPOSD;

3. Any statement or representation made by Grantee in the NTP, the grant status update report, and back up documents, or is otherwise untrue, inaccurate or incomplete in any material respect;

4. The results of RPOSD's review of the grant status update report are not acceptable to RPOSD;

5. The project described in the NTP will not or cannot be completed by the NTP Performance Period or any extensions granted thereto or delays in the implementation of the project have occurred which, in RPOSD's judgment, make the project impracticable;

6. Title to or encumbrances against the property are or become such that the Grantee is unable to complete the project described in the NTP and/or the property becomes unavailable for public use.

Article 35: Regulatory Requirements

A. Grantee will not enter into any contract, agreement, lease or similar arrangement, or agree to any amendment or modification to an existing contract, agreement, lease or similar arrangement, that in RPOSD's opinion, violates federal regulations restricting the use of funds from tax-exempt bonds. Any proposed operating contracts, leases, concession contracts, management contracts or similar arrangements with non-governmental entities that restrict the public use of the project site for (30) thirty consecutive days or more, must be reviewed by RPOSD prior to awarding as they relate to the project or project site in perpetuity. Any such contracts in existence must be disclosed prior to construction.

B. Grantee (or its representative) shall comply as lead agency with the California Environmental Quality Act (CEQA), Public Resources Code, Section 21000, et. seq. CEQA documents must be recorded with and stamped by the Los Angeles County Registrar Recorder.

   Grantee shall add RPOSD to the notification list for CEQA requirements as stated in the GAM.

C. Grantee and RPOSD will conform to the requirements of Government Code Section 7920.000, et seq. in making all documents relating to this Agreement, the grant obtained and all other related matters available for public review during regular business hours. If an NTP involves acquisition of property, however, both RPOSD and Grantee may withhold from public review any and all documents exempted under Section 7928.705, prior to completion of said acquisition.

D. If RPOSD is required to defend an action on a Public Records Act request for any of the contents of a Grantee's submission under the terms and conditions of the Agreement, Grantee agrees to defend and indemnify RPOSD from all costs and expenses, including attorneys' fees, in any action or liability arising under, or related to, the Public Records Act.

E. In order to maintain the exclusion from gross income for federal income tax purposes of the interest on any bonds, notes or other evidences of indebtedness issued for the purpose of providing the grant monies made available in this Agreement, Grantee covenants to comply with each applicable requirement of Section 103 and Sections 141 through 150, inclusive, of the Internal Revenue Code of 1986, as amended. In furtherance of the foregoing covenant, Grantee hereby agrees that it will not, without the prior written consent of RPOSD, (a) permit the use of any portion of the project(s) by any private person or entity, other than on such terms as may apply to the public generally; or (b) enter into any contract for the management or operation of the project or any portion thereof, except with a governmental agency or a nonprofit corporation that is exempt from federal income taxation pursuant to Section 501(c)(3) of the Internal Revenue Code.

F. Grantee and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Grantee, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Grantee or any County lobbyist or County lobbying firm to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which RPOSD may terminate or suspend this Agreement.

IN WITNESS WHEREOF, Grantee and RPOSD have caused this Agreement to be executed by their duly authorized representatives as of the latter day, month and year written below.

CITY OF SAN FERNANDO

By: _____
Signature of Authorized Representative

Name: _____

Title: _____

Date: _____

LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT:

By: _____
Director / Administrator

Date: _____

Agreement No. A70

Date

Grantee Information

NOTICE TO PROCEED
REGIONAL PARK AND OPEN SPACE DISTRICT (RPOSD)
AGREEMENT NO. (ENTER NUMBER)
NTP NO. (ENTER NUMBER)
STUDY AREA NO. (ENTER NUMBER)
(ENTER NAME OF ANNUAL ALLOCATIONS PROJECT)

This Notice to Proceed ("NTP"), a subordinate agreement executed wholly within and subject to the provisions of Agreement No. _____(Enter Number), dated (Enter Date) ("Agreement"), confirms approval of your Annual Allocations Project, as described in your Work Plan dated (Enter Date), for the project described as (Enter Project) ("Project").

1. Scope of Work

2. NTP Performance Period

   This Project shall be completed by the NTP Performance Period (Enter Date).

3. Grant Amount

   The total maximum amount RPOSD will reimburse Grantee for this Project is (Enter Amount), including related reimbursable expenses as specified. Any items where cost estimates exceed the approved budget, require prior written authorization from RPOSD.

4. Reimbursement

   a. Grantee must complete all required deliverables identified in the attached Work Plan.
   b. The total reimbursement from RPOSD for all deliverables may not exceed Grant Amount, identified in the Grant Amount.
   c. Ensure NTP NO. (Enter Number) appears on invoices submitted to RPOSD for purposes of reimbursement.

SAMPLE

All terms of the Agreement which authorize this NTP, will remain in full force and effect. The terms of the Agreement will govern and take precedence over any conflicting terms or conditions in this NTP. This NTP must be in compliance with the terms and conditions of the Agreement to be valid or binding.

At Grantee's written request, this NTP may be amended subject to RPOSD's sole discretion and prior approval. Amendments are to be limited to modifications of the Performance Period, Scope of Work, or Grant Amount.

APPROVED BY:

_____
RPOSD Representative

Date: _____

SAMPLE

ATTACHMENT "B"

RESOLUTION NO. 8358

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO APPROVING THE BLANKET AUTHORITY TO FILE APPLICATIONS FOR GRANT FUNDS FROM THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT FOR MEASURE A FUNDING FOR PROJECTS AND PROGRAMS

WHEREAS, the voters of the County of Los Angeles on November 8, 2016, approved the Safe, Clean Neighborhood Parks, Open Space Beaches, Rivers Protection, and Water Conservation Measure (Measure A); and

WHEREAS, Measure A also designated the Los Angeles County Regional Park and Open Space District (the District) to administer said funds; and

WHEREAS, the District has set forth the necessary policies and procedures governing the application for grant funds under Measure A; and

WHEREAS, the District's policies and procedures require the governing body of the City of San Fernando to approve of the filing of an application before submission of said application to the District; and

WHEREAS, said application contains assurances that the City of San Fernando must comply with; and

WHEREAS, the City of San Fernando will enter into Agreement(s) with the District to provide funds for acquisition projects, development projects, and/or programs.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY OF SAN FERNANDO HEREBY:

1. Approves the blanket authority to file applications with the Los Angeles County Regional Park and Open Space District for Measure A Funds for projects or programs; and

2. Certifies that the City of San Fernando understands the assurances and will comply with the assurances in the application form; and

3. Appoints the City Manager, or designee, to conduct all negotiations, and to execute and submit all documents including, but not limited to, applications, agreements, amendments, payment requests and so forth, which may be necessary for the completion of projects or programs.

4. The City Clerk shall certify 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 6th day of January, 2025.

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

ATTEST:

Julia Fritz, City Clerk

RES. NO. 8358

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. 8358, which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof, held on the 6th day of January 2025, 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 January 2025.

_____

Julia Fritz, City Clerk

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Mary Mendoza and Councilmembers

From: Nick Kimball, City Manager
By: Victor Meza, Water Operations Manager

Date: January 6, 2025

Subject: Receive and File Informational Presentation on Lead and Copper Service Lines

RECOMMENDATION:

It is recommended that the City Council receive and file the presentation on Lead and Copper Service Lines.

BACKGROUND:

1. On June 7, 1991 the U.S. Environmental Protection Agency (US EPA) issued the Lead and Copper Rule (LCR) to protect public health and minimize lead and copper in drinking water.

2. In 2017, the US EPA released an addendum to the LCR called the Lead and Copper Rule Revisions (LCRR) establishing new requirements for protecting people from lead and copper water contamination due to the 2014 Flint, Michigan crisis. The revised LCRR required Water Systems to develop an inventory of service line material from the water main to the city meter.

3. In 2018, the City was required to submit a "mainline to meter" inventory list to the Department of Drinking Water (DDW) and US EPA identifying a total of 132 non-lead services to be replaced along with 10 water main lines by 2027.

4. In 2021, US EPA published the LCRR to help strengthen the LCR by requiring Water Utilities to develop an inventory of service line material from the city meter to the point of entry on the customer property.

5. In 2023, US EPA announced the Official Lead and Copper Rule Improvements deadline of October 16, 2024 requiring utilities to submit an inventory list of material used from meter service connection to house entry point.

6. In March 2024, staff began working on creating an in house inventory list of all service line material utilizing US EPA's guidelines.

7. On October 15, 2024, staff completed the mandatory material inventory list and submitted the list to both the DDW and US EPA. No lead service lines were identified within the City of San Fernando Water System.

ANALYSIS:

In 1991 the US EPA enacted the LCR to protect public health and minimize lead and copper in drinking water. The State Water Resource Control Board, through the DDW enforces the federal LCR through California Lead and Copper Rule (CA LCR). The CA LCR requires water systems to monitor lead and copper levels at consumer's taps and implement treatment techniques triggered by certain action levels exceedances.

The LCR, enacted in 1991, required water systems to monitor lead and copper levels in drinking water and implement corrosion control measures if necessary. However, it did not mandate the comprehensive identification and replacement of lead service lines. High profile incidents, such as the Flint Michigan Water crisis, highlighted the urgent need for stricter regulations to protect communities from the dangers of lead exposure, particularly children and vulnerable population.

In 2017, the US EPA released an addendum to the LCR called the LCRR establishing new requirements for protecting people from lead and copper water contamination. The revised LCRR requires Water Systems to develop and maintain a service line inventory that identifies the material of both public and private portions of service lines. This inventory must classify service lines into four categories:

1. Lead Service Line (LSL's)
2. Galvanized Lines Requiring Replacement (previously connected to LSL's)
3. Non-Lead Service Lines
4. Unknown Material

The new LCRR requires Water Systems to submit their initial service line inventories by October 16, 2024, and additionally, submit yearly updates of any upgrades and or replacement of water main lines and or service lines for the next 10 years.

On October 15, 2024, staff submitted the mandatory material inventory list from meter to point of entry as required to the DDW and US EPA. As stated previously, no lead service lines were identified within the City of San Fernando Water System.

The new LCRR requires water utilities to develop replacement plans that prioritize high risk areas and neighborhoods with vulnerable populations. The US EPA encourages utilities to replace entire service lines, including privately owned portions, to eliminate lead exposure risks completely; the LCRR also strengthens public notification requirements. Educational materials must also be provided to raise awareness about the risks of lead and the steps residents can take

to mitigate exposure. The City of San Fernando will be providing educational information to the community on the annual Consumer Confidence Report and will be submitting yearly updates to the DDW and US EPA informing them of any main line and service line upgrades as required by the new LCRR.

BUDGET IMPACT:

There is no budget impact as a result of the receipt and filing of the Informational Presentation on Lead and Copper Service Lines.

CONCLUSION:

Staff recommends that the City Council receive and file the Informational Presentation on Lead and Copper Service Lines

ATTACHMENT:

A. PowerPoint Presentation

ATTACHMENT "A"



THE CITY OF SAN FERNANDO

Lead and Copper Service Lines

City Council
January 6, 2025

THE CITY OF SAN FERNANDO

Environmental Protection Agency Lead and Copper Rule

Water System Lead Inventory, City of San Fernando

(PWS No. CA1910143)

EPA Submittal Due Date

October 16, 2024

Background: 2017

- Lead and Copper Rule Revision (LCRR): 2017 Mandates Public Water Systems (PWS) to develop an inventory of service line materials from the water main line to the city meter.
- Objective: Identify lead and non-lead service lines through various verification methods. Protect the public from any potential lead material exposure. This was Triggered by the Flint Michigan lead service line water crisis in April 2014.
- In 2018, using historical data the City submitted a list of 132 non- lead city service lines (galvanized) to be replaced and 10 water main lines in need of upgrades due to the age of main lines and non-lead pipe material.
- Being a 10 year plan, the City has till 2027 to replace the aged water main lines and any galvanized services in the water system.

Background: 2021

- Lead and Copper Rule Revision (LCRR): 2021 Mandates Public Water Systems (PWS) to develop an inventory of service line materials from the city meter to the point of entry on the customer property(front of house)

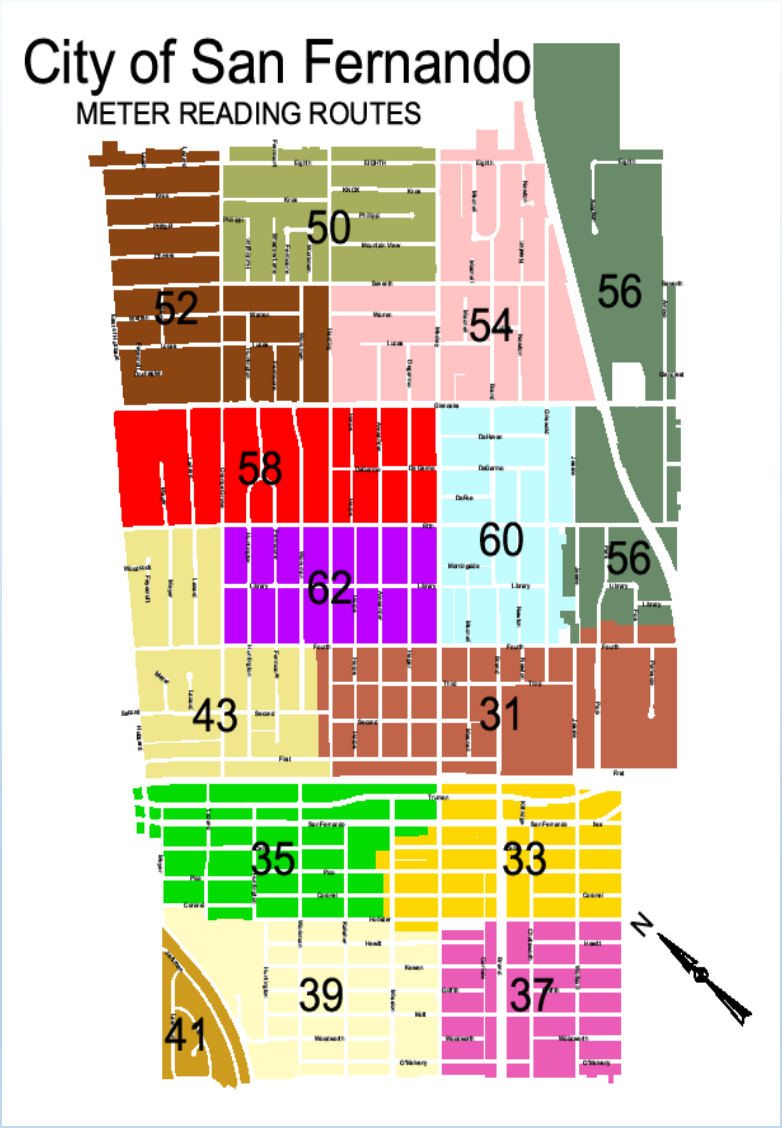
- Objective: Identify lead and non lead service lines through various verification methods. Protect the public from any lead line material exposure. Initial inventory due by October 16,2024

Inventory Process Overview: 2024

1. Identification of Service Lines
   - The City of San Fernando has 14 water meter routes and 5,450 service connections.
   - The water division used property addresses and meter routes for material identification.

2. Inspection Methods Used
   - Water Division staff physical verification, walking the city, using scraping, magnets, and direct exposure of pipe material.
   - Inventory Breakdown of all 5,450 service connections pipe materials were categorized as Lead, Non-lead, Galvanized, or Unknown. No lead material were found.

Water Division Physical Inspection





Service Line Categorization

- Known Service Lines: 5,450 identified as non-lead. Staff created a number system and spreadsheet to categorize material types.
- Unknown Service Lines: None identified as lead or unknown.
- Materials Inspected:

  - Copper(150), PVC(144), Galvanized(143), Lead(147), Unknown(149).

				EXAMPLE				
Account #	Customer #	City Pipe Service Size	Meter #	Address	Customer Pipe MaterialL	Customer Pipe Material	City Pipe Material	Date Inspected
31-XXXX	0001159XX	2	34061976	X40 Parkside	144	141	150	8/5/2024
31-XXXX	0001833XX	2	34061971	X00 Parkside	140	141	150	8/5/2024
31-XXXX	0001340XX	1.5	35768007	X50 Parkside	144	141	150	8/5/2024
31-XXXX	0000206XX	1.5	18120092	X00 Parkside	140	141	150	8/5/2024
31-XXXX	0001783XX	2	33153973	X25 Parkside	140	141	150	8/5/2024

Retention and Public Access

- Record Retention: Per EPA the City must have the inventory list documentation available for regulatory and public review at all times.

  - Contact Information:

    City of San Fernando

    Public Works and Water Billing Department

    Phone: 818-898-1298.

Conclusion

- The City has submitted the water system inventory reports in compliance with LCRR achieved through detailed physical inspections by the Public Works department. Not a contractor.

- All service lines have been categorized, ensuring public safety and regulatory adherence of the Lead and Copper Rule.

- The 10 year plan must be maintained and re submitted annually on the replacement of aged water service line pipelines in the water system.

Questions?

THE CITY OF SAN FERNANDO



THE CITY OF SAN FERNANDO

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Mary Mendoza and Councilmembers

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

Date: January 6, 2025

Subject: Consideration to Approve an Increase to the Capital Project Budget and Construction for the Traffic Signal Modifications – 9 Locations Highway Safety Improvement Project No. HSIPL-5202(019), Plan No. P-722 to the Not-to-Exceed Contingency Amount and Adopt a Resolution Appropriating Funds

RECOMMENDATION:

It is recommended that the City Council:

a. Approve an increase of $150,000 to the Capital Project Budget for the Traffic Signal Modifications – 9 Locations Highway Safety Improvement Project Federal Project No. HSIPL-5202(019), Job No. 7598, Plan No. P-722, to the not-to-exceed amount of $1,810,227;

b. Approve an increase to the construction contingency to 20% increasing the not-to-exceed amount from $122,943 to $245,886; and

c. Adopt Resolution No. 8357 (Attachment "A") amending the Fiscal Year (FY) 2024-2025 Adopted Budget appropriating Street Lighting Fund expenditures.

BACKGROUND:

1. On August 20, 2018, the City Council accepted the Highway Safety Improvement Program (HSIP) grant from the California Department of Transportation (Caltrans) in the amount of $1,096,000, authorized the execution of the HSIP agreement with Caltrans for the HSIP Cycle 8 Traffic Signal Improvements Project and adopted Resolution No. 7880 amending the FY 2018-2019 adopted budget appropriating the grant expenditures and revenues.

2. On June 27, 2023, the City received its Authorization to Proceed with Construction (CON E-76) from Caltrans.

3. On February 7, 2024, the City submitted a Request for Cost Change to Caltrans to obtain additional HSIP funding ($453,176) for the Traffic Signal Modification Project.

4. On February 8, 2024, Caltrans notified the City that its request for an additional $453,176 in HSIP funds had been approved (Attachment "B").

5. On February 20, 2024, the City Council approved a Construction Contract with Alfaro Communications Construction, Incorporated for an amount not-to-exceed $1,229,429.51 and approved a project contingency in an amount not-to-exceed 10% of the contract amount, or $122,942.95, to cover costs of unforeseen conditions.

ANALYSIS:

Improving traffic signals is crucial for a city's efficiency, safety, and sustainability. Optimized signals enhance traffic flow, reducing congestion and travel times, which boosts productivity and minimizes driver frustration. They also play a vital role in reducing accidents by providing clear, predictable patterns for vehicles and pedestrians. Modernized signals, such as those integrated with adaptive technology, can lower emissions by cutting down idling times, contributing to environmental sustainability. By prioritizing traffic signal upgrades, cities can create safer, greener, and more efficient transportation systems for their residents.

The Traffic Signal Modification Project was selected for funding through the State of California HSIP – Cycle 8. The HSIP is a federal-aid program with the purpose to achieve significant reduction in traffic fatalities and serious injuries on public roads. The Traffic Signal Modification project will help to improve traffic safety for both pedestrians and motorists at nine (9) intersections within the City's main transportation corridor, specifically along the Metrolink rail corridor.

The nine (9) intersections include:

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

The traffic signal modifications consist of the removal and installation of: new signal poles; pedestrian heads; pedestrian push buttons; LED luminaires; street name signs; controllers; wiring; curb ramp; signing; striping; etc.

Project Status.
The City's contractor has completed the installation of eight (8), out of nine (9), traffic signal poles to date. The removal and reconstruction of wheelchair ramps and adjacent sidewalks is approximately 95% complete. New traffic signal heads and pedestrian heads have been installed on both existing and new traffic signal poles. The installation of a new cabinet and controller at Truman Street and Maclay Avenue has also been completed.

Currently, the contractor is working on the rewiring of several project intersections. Remaining improvements to be completed include signing and striping, installation of truncated domes, and installation of the final traffic signal pole at the intersection of Hubbard Avenue and First Street. To date, the project is approximately 80% complete and scheduled to be completed in late February 2025.

Reasons for Increasing Project Budget.
The entire 10% ($122,943) approved for construction contingency has been utilized for unforeseen tasks such as sidewalk work, pedestrian push button post installations, exploratory borings, patch and repair of concrete and street name sign revisions. The additional funding being requested will be used for the following:.

At three (3) project intersections, the contractor is having a difficult time removing the wiring from the existing conduit which is required in order to install new wiring for the intersection. Removing wiring from existing conduit during traffic signal upgrades is challenging due to several factors. These factors include, over time, wires can become stuck due to corrosion, dirt, or debris inside the conduit, or from the conduit itself being damaged or bent. Additionally, old wiring insulation can degrade, causing it to stick to the conduit walls. Further conduits may be tightly packed, leaving little room to maneuver wires. That said the stated factors make the process of removing the old wiring very costly due to it being labor-intensive, time-consuming, and requiring specialized tools and techniques to avoid damaging the conduit or new wiring.

The installation of new conduit is necessary to complete the project scope of work and finalize the project. With this being the case, staff recommends that the $150,000 in additional funds being requested for the project be approved.

BUDGET IMPACT:

The City Council approved a total budget of $1,674,657 for the Traffic Signal Modification Project; this included a 10% project contingency of $122,943 to cover costs of unforeseen conditions. Staff is requesting an increase of $150,000 to the project budget creating a new total project budget of $1,810,227. The additional funds will be utilized to increase the not-to-exceed project construction contingency to 20% and to cover the cost of engineering services not covered under the HSIP grant agreement. Funds from Fund 027 (Street Lighting Fund) will be utilized to cover

the additional $150,000 being requested. This fund has a current balance of $427,112 available for use towards the maintenance and repair of City-owned street lights and circuits.

The following is a breakdown of funding sources and uses:

SOURCES			
Fund	**Account Number**	**Current Allocation**	**Revised**
HSIP Grant	010-3686-0562	$ 1,096,000	$ 1,096,000
HSIP Grant (New)	010-3686-0562	$ 453,104	$ 453,104
Total Grant Funding		$ **1,549,104**	$ **1,549,104**
Measure M	024-3210-0562	$ 30,481	$ 16,123
Measure R	012-3210-0562	$ 95,000	$ 95,000
Street Lighting Fund	027-3110-0000	$ 0	$ 150,000
Total Grant Match		S **125,481**	$ **261,123**
Total Sources:		**$ 1,674,657**	**$ 1,810,227**

USES		
Activity	**Account Number**	**Cost**
Construction Management/Inspection/ Testing/Labor Compliance	010-311-0562-4600	$ 245,911
Construction	010-311-0562-4600	$ 1,229,430
Construction Contingency (20%)	010/012/024/027-311-0562-4600	$ 245,886
Staff Oversight/Grant Administration	012/024-311-0562-4600	$ 89,000
Total Uses:		**$ 1,810,227**

CONCLUSION:

It is recommended that the City Council approve an increase to the capital project budget for the Traffic Signal Modifications – 9 Locations Highway Safety Improvement Project, increase the construction contingency to 20% and adopt Resolution No. 8357 amending the FY 2024-2025 Adopted Budget.

ATTACHMENTS:

A. Resolution No. 8357
B. Caltrans' Additional Funding Approval

ATTACHMENT "A"

RESOLUTION NO. 8357

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING THE BUDGET FOR THE FISCAL YEAR 2024-2025 ADOPTED ON JULY 1, 2024, TO UTILIZE LANDSCAPE AND LIGHTING FUND BALANCE TO COVER THE FUNDING INCREASE TO THE TRAFFIC SIGNAL MODIFICATIONS – 9 LOCATIONS HIGHWAY SAFETY IMPROVEMENT PROJECT, FEDERAL PROJECT NO. HSIPL-5202(019), JOB NO. 7598, PLAN NO. P-722 BUDGET

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 expenditures of the current City budget; and

WHEREAS, the City requires additional funding to complete the Traffic Signal Modifications – 9 Locations Highway Safety Improvement Project; and

WHEREAS, the annual budget for the City of San Fernando for the 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:

LANDSCAPE AND LIGHTING FUND BALANCE: CAPITAL PROJECTS

Increase in Expenditures
027-311-0562-4600 $150,000

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

PASSED, APPROVED, AND ADOPTED THIS 6th day of January, 2025.

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

ATTEST:

Julia Fritz, City Clerk

RES. NO. 8357

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. 8357, which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof, held on the 6th day of January 2025, 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 January 2025.

Julia Fritz, City Clerk

ATTACHMENT "B"

Kenneth Jones

From: Benson, Dale@DOT <dale.benson@dot.ca.gov>
Sent: Thursday, February 8, 2024 1:58 PM
To: Lani Alfonso
Cc: Katindig, Maria L@DOT; Kenneth Jones; Emilio De Murga
Subject: FW: City of San Fernando - HSIPL-5202(019) - Cost Change Request
Attachments: HSIP Cost Change Request (019) signed.pdf

CAUTION: External Sender
This email originated from outside of the organization. Exercise caution when clicking on links or opening attachments unless you recognize the sender and know the content is safe. Please report all suspicious emails to the IT Systems Administrator.

Lani,
The cost change for HSIPL-5202(019) is approved and the HSIP database has been updated. Please retain a copy of this e-mail and attachment in the project files.

If you have any questions, please contact me.

Dale Benson
Senior Transportation Engineer
ATP and HSIP Coordinator
Caltrans District 7 Office of Local Assistance
100 S. Main Street
Los Angeles, CA 90012
(213) 266-3552

From: Dhillon, Simrit@DOT <Simrit.Dhillon@dot.ca.gov>
Sent: Thursday, February 8, 2024 1:40 PM
To: Benson, Dale@DOT <dale.benson@dot.ca.gov>
Cc: Ke, Richard@DOT <richard.ke@dot.ca.gov>; Katindig, Maria L@DOT <maria.katindig@dot.ca.gov>
Subject: RE: City of San Fernando - HSIPL-5202(019) - Cost Change Request

Hello Dale,

I have approved the cost change and updated the database.

Thank you,
Simrit Dhillon
HSIP Coordinator
Federal Infrastructure Programs Branch
Office of Federal Programs
simrit.dhillon@dot.ca.gov
(916)-628-6007

Request Form for HSIP Project Time Extension, Scope/Cost Change

To request a delivery time extension or a project scope/cost change for a local Highway Safety Improvement Program (HSIP) project, please complete this form and submit the signed form to the DLAE. The form must be completed and submitted by a Local Public Agency (LPA), not the consultant that works on the project.
After review, the DLAE may reject the request, or recommend to approve the request and forward it to the HQ HSIP Managers for further review.

Local Agency's Contact Person:

Name:	Kenneth Jones	Title:	Management Analyst
Phone:	818-898-1240	Email:	kjones@sfcity.org

Project Information:

HSIP Unique ID:	H8-07-046	Project Number:	HSIPL-5202(019)	(If available)
Responsible Agency:	San Fernando	Caltrans District:	7	
County:	Los Angeles County			

Attention:

Caltrans District 7 DLAE

100 S. Main St, #12.040
Los Angeles, CA 90012-3712

Dear Caltrans District 7 DLAE:

We request that Caltrans consider this request for time extension/project scope/cost change for the subject local Highway Safety Improvement Program (HSIP) project:
(Current Project Location and Current Project Description of Work can be found at the online Approved Project Lists.

Current Project Location: (max 250 characters)	Nine (9) intersections along the Metrolink rail corridor (1st St at Hubbard Ave & Maclay Ave; San Fernando Rd at Brand Blvd, Hubbard Ave & Maclay Ave; and Truman St at Brand Blvd, Hubbard Ave, Maclay Ave & Wolfskill St)
Current Description of Work: (max 250 characters)	Install larger signal heads, additional street lighting, and protected left turn phase signals where left turn lanes already exist.

Project Category:

Benefit-Cost Ratio (BCR)

This request is for (at least one needs to be checked):

☐ Project Delivery Time Extension

☐ Project Scope Change

☒ Project Cost Change

Request for project cost change:

Please explain the cost change in detail below, and then complete the project cost table.

The city recently advertised and opened bids for the subject project. The city received five bids with the low bid coming in $234,930 higher than the engineer's estimate. In addition, due to the uncertain amount of coordination with Metrolink at each of the project's railroad crossings, the city anticipates the need for greater construction contingency. Originally the city anticipated being able to fund construction management and inspection with local funds, but preliminary estimates of that cost are approximately 17% of the construction cost which exceeds the city's available budget. Therefore, the city respectfully requests a construction cost change of $625,300 and increased HSIP funding of $453,170 to offset part of that change. The city does not have local funds to cover the additional cost and may need to request a change in scope to reduce the cost of the project if additional funding cannot be found.

	Cost by Phase prior to this reqeust			Cost by Phase with this request		
Phase	**Total**	**HSIP**	**Reimb. Ratio**	**Total**	**HSIP**	**Reimb. Ratio**
PE			0.00%			0.00%
R/W			0.00%			0.00%
CON	$1,096,000	$1,096,000	100.00%	$1,721,300	$1,549,170	90.00%
TOTAL	**$1,096,000**	**$1,096,000**	**100.00%**	$1,721,300	$1,549,170	90.00%

Note (for scope/cost change request):

1. If the request includes construction cost change, please provide an Engineer's Estimate (and/or low bidders' items estimate at award) that must match this request.
2. If the subject project is for a funding set-aside, the scope change (if requested) must meet the requirements of the particular set-aside under which the project has been selected for funding. If a cost change is requested, the total HSIP cost must not exceed the maximum allowed under this set-aside in the original Call-for-Projects.
3. An updated BCR calculation using available crash data in the most recent 3 to 5 years is required if:
   (a). This is a BCR project and the request includes a project scope change; or
   (b). This is a BCR project; the request does not involve a scope change however the HSIP portion of the cost increase is more than $100,000;
   (c). This is a set-aside project; the total HSIP cost after the increase will exceed the maximum of the total HSIP funding allowed for this set-aside and the agency would like to re-categorize this project and use a BCR to justify the cost increase.

   The updated BCR calculation must be stamped and signed by an active California-licensed Professional Engineer (PE) or Traffic Engineer (TE). The HSIP Analyzer for calculating the BCR can be downloaded here.

   When an updated BCR calculation is required, the scope/cost change will be considered only if the updated the BCR is no less than the average BCR cutoff of the most recent three HSIP cycles, which is 7.7 currently.

Local Agency Certification:

I certify that the information provided in this request is accurate and correct. I understand that if the required information has not been provided this form will be returned. You may direct any questions to:

The person in responsible charge:

Name: Wendell Johnson, PE

Title: Director of Public Works

Signature*:

Date: 2.7.24

Phone Number: (818)898-1222

* Please print and sign if the digital signature does not work for you.

Caltrans District Local Assistance Engineer (DLAE) Acceptance:

(to be completed by the DLAE or assignee)

I have reviewed the information submitted on this request and recommend the HQ HSIP Managers to approve this request.

Name: Dale Benson

Title: Senior Transportation Engineer

Signature: Dale Benson

Date: 02/07/2024

Phone Number: 213-266-3552

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Mary Mendoza and Councilmembers

From: Nick Kimball, City Manager
By: Wendell Johnson, Director of Public Works
Patsy Orozco, Civil Engineering Assistant II

Date: January 6, 2025

Subject: Consideration to Award a Contract with Craftwater for Design Services for the Carlisle Street Green Alley Project

RECOMMENDATION:

It is recommended that the City Council:

a. Award a Professional Services Contract (Attachment "A" – Contract No. 2333) to Craftwater, in an amount not-to-exceed $373,190, for design services for Carlisle Street Green Alley Project;

b. Authorize the City Manager, or designee, to make non-substantive changes and execute the contract and all related documents.

BACKGROUND:

1. Signed into law on September 14, 2016, Senate Bill (SB) 859 created the California Natural Resources Agency's (CNRA) Urban Greening Program, funded by the Greenhouse Gas (GHG) Reduction Fund. In 2021, SB 170 allocated $50 million from the State General Fund to the Agency for its Urban Greening Program, specifically for urban greening projects that reduce GHG emissions and provide multiple benefits such as enhancing parks and open space, using natural solutions to improve air and water quality, and creating more walkable and bike-able trails.

2. On March 28, 2022, through the *Calles Verdes* grant, the City partnered with TreePeople, a non-profit organization that specializes in urban forestry, parks and trails, policy and research, education, and community outreach, to submit a grant proposal to the Urban Greening Program to significantly expand the green alley project on Carlisle Street already contemplated through the *Calles Verdes* project. The City submitted as the lead applicant, with TreePeople as the supporting applicant.

3. On October 6, 2022, the City organized a site visit as part of the Urban Greening Program's requirements when advancing to the second stage of evaluation. The site visit included City staff, TreePeople staff, community members, and the evaluation panel from the CNRA.

4. On January 5, 2023, the CNRA notified the City of its successful advancement to stage 3 (the final stage) of the grant application process and the need to adopt a resolution to complete the grant application filing.

5. On January 17, 2023, the City Council adopted Resolution No. 8207, approving for the filing of the Urban Greening application as required by the CNRA.

6. On June 28, 2023, the City confirmed adjustments to the project scope and budget based off discussions with the CNRA.

7. On October 15, 2023, the City and the CNRA executed the grant agreement (Contract No. 2229) for the Carlisle Green Alley project in the amount of $3,482,535.

8. On March 18, 2024, the City adopted Resolution No. 8288, amending the budget for Fiscal Year (FY) 2023-2024 to appropriate the grant revenues and expenses for the Urban Greening Grant Program for the Carlisle Green Alley Project.

9. On August 19, 2024, the City Council requested additional information on the outreach that was done, timeframe for the project, and a maintenance plan for upkeep when the project is completed.

10. On September 3, 2024, the City Council awarded Contract No. 2286 to TreePeople in the amount of $270,020 for project management, project reporting, grant coordination, community engagement and workshops, and tree and shrub planting and establishment.

11. On October 21, 2024, the City posted the Request for Proposals (RFP) for Design Services for Carlisle Street Green Alley Project on the City website.

ANALYSIS:

The Carlisle Street 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.

On November 20, 2024, the City received eight (8) proposals for Design Services for Carlisle Street Green Alley Project. The following table summarizes the submittals received for the project:

Company	City	Amount
Agency Artifact	Los Angeles	$ 282,220
Craftwater	Pasadena	$ 373,190
CWE	Fullerton	$ 313,746
Hirsh and Associates (HAI)	Anaheim	$ 153,880
Konkouey Design Initiative (KDI)	Los Angeles	$ 383,233
Studio One Eleven	Long Beach	$ 449,388
SWA	Los Angeles	$ 358,549
Albert A WEBB Associates	Riverside	$ 250,874

A selection committee made up of qualified Public Works staff and TreePeople staff was convened to review submitted proposals. The evaluation consisted of assessing qualifications and experience, including expertise and an understanding of the community and cultural knowledge and experience working with CNRA; project approach with clear and detailed project timelines and schedules; qualifications, experience, composition and accessibility of the project team; and completeness and competiveness of proposed pricing. After careful review and analysis by the committee, the following three (3) candidates were recommended as finalists:

- Albert A Webb Associates
- SWA
- Craftwater

On December 17, 2024, the selection committee interviewed the finalists. The selection committee unanimously concluded Craftwater was the most qualified for design project based on their clear understanding of the scope of work and extensive knowledge to integrate key design components into the project, including CNRA requirements and coordination. Craftwater demonstrated a good understanding of the vision portrayed in the original conceptual plan of the grant and have experience working with CNRA.

Project Timeline.
Referenced below is a brief overview of the project schedule for the final design and construction of the project:

Project Milestones	Date
Award Design Contract (Craftwater)	January 2025
Complete Design	June 2025
Award Construction Contract	August 2025
Complete Contract	February 2026
Project Maintenance - TreePeople	March 2026-March 2028
Project Maintenance – City (Public Works)	After March 2028

BUDGET IMPACT:

The current fund allocation for the Carlisle Green Alley project is $3,482,535. There is no match requirement by the City for this grant. This is a reimbursable grant with a Grant Activity Period from October 1, 2023 to August 31, 2025. The City will submit a grant extension to CNRA for project completion to be extended to March 1, 2026.

The following table summarizes the status of the project funding and proposed expenditures:

PROJECT FUNDING		
Fund	**Account Number**	**Current Allocation**
State Natural Resources Agency Grant	010-3686-0847	$ 3,482,535
Total Sources:		**$ 3,482,535**

PROPOSED EXPENDITURES		
Activity	**Account Number**	**Cost**
Project Management/Project Reporting, Grant Coordination, Community Engagement and Workshops, Tree and Shrubs Planting and Establishment	010-310-0847-4260	$ 270,020
Design/Engineering	010-310-0847-4260	$ 373,190
Construction	010-310-0847-4600	$ 2,555,393
Construction Contingency	010-310-0847-4600	$ 283,932
Total Uses:		**$ 3,482,535**

CONCLUSION:

It is recommended that the City Council approve Contract No. 2333 to Craftwater for design services in an amount not-to-exceed $373,190 and authorize the City Manager to make non-substantive changes and execute the agreement and any related documents.

ATTACHMENT:

A. Contract No. 2333

ATTACHMENT "A"
CONTRACT NO. 2333

2025
PROFESSIONAL SERVICES AGREEMENT
(Parties: CRAFTWATER and City of San Fernando)
(Engagement: Design Services for Carlisle Street Green Alley Project

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this 6th day of January, 2025 (hereinafter, the "Effective Date") by and between the CITY OF SAN FERNANDO, a municipal corporation (hereinafter, "CITY") and CRAFTWATER (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 design services for Carlisle Street Green Alley Project; and

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

WHEREAS, that the execution of this Agreement was approved by the San Fernando City Council at its Regular Meeting of January 6, 2025, under Agenda Item No. 10; 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 SCOPE OF WORK: Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the tasks and services described in that certain Request for Proposals of CITY entitled "DESIGN SERVICES FOR CARLISLE STREET GREEN ALLEY PROJECT" (hereinafter, "CITY RFP") and the written proposal of CONSULTANT entitled "PROPOSAL FOR DESIGN FOR CARLISLE STREET GREEN ALLEY PROJECT" (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 Work" shall be a collective reference to the CITY RFP and the CONSULTANT Proposal. The capitalized term "Work" shall be a collective reference to all the various services and tasks referenced in the Scope of Work. In the event of any conflict or inconsistency between the provisions of the document entitled CITY RFP and the provisions of the document entitled CONSULTANT Proposal, the requirements of the document entitled CITY RFP shall govern

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

1.2 PROSECUTION OF WORK:

A. Time is of the essence for this Agreement and each and every provision contained herein. The Work shall be commenced within five (5) calendar days of CITY's issuance of a written notice to proceed ("Notice to Proceed"). CONSULTANT shall complete the various tasks identified in the Scope of Work within the timeframes set forth in the Scope of Work and shall complete all of the Work by or before March 1, 2026 (the "Completion Date"). CONSULTANT may submit a written request for additional time to complete the Work, which request must be submitted to the CITY no later than fifteen (15) calendar days prior to the Completion Date or any extended Completion Date granted by CITY. The written request for additional time must identify (i) what specific tasks or services remain to be completed by CONSULTANT in order to complete the Work; (ii) how much additional time CONSULTANT requires; (iii) identification of the circumstances that have caused the need for additional time, according to CONSULTANT, including, if applicable, identification of any tasks that must be completed by CITY as prerequisite to CONSULTANT being able to complete any other service or task; and (iv) what proactive steps CONSULTANT has taken up to the date of the request to mitigate the need for additional time, including, if applicable, any effort on the part of CONSULTANT to alert CITY of the need to provide information or complete certain tasks to be performed by CITY. CITY in its sole and absolute discretion may grant, deny, or conditionally grant a request for additional time, provided that no individual grant of additional time may exceed a maximum of fifteen (15) calendar days.

B. CONSULTANT shall cooperate with CITY and in no manner interfere with the work of CITY, its employees or other consultants, contractors, or agents.

C. 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.

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.

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

1.3 COMPENSATION: CONSULTANT shall perform the Work in accordance with the "PROPOSED FEE ESTIMATE" 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 Work contemplated under this Agreement, may not exceed the aggregate sum of THREE HUNDRED SEVENTY-THREE THOUSAND, ONE HUNDRED NINETY DOLLARS ($373,190), (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.

1.4 PAYMENT OF COMPENSATION: The Not-to-Exceed Sum will be paid to CONSULTANT in monthly increments as the Work are completed. Following the conclusion of each calendar month, CONSULTANT will submit to CITY an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice should indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the 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. 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.

1.5 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.

1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of 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, tasks and other Work performed up to the time of cessation or abandonment, less a deduction for any damages, costs, or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II.
PERFORMANCE OF AGREEMENT

2.1 CITY'S REPRESENTATIVE: The CITY hereby designates the City Manager and Civil Engineering Assistant II (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 James Powell (PLA, ASLA), Project Manager 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 Consultant Representative's designee will supervise and direct the performance of the Work, 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 Work under this Agreement. Notice to the Consultant Representative will constitute notice to CONSULTANT.

2.3 COORDINATION OF WORK; CONFORMANCE WITH REQUIREMENTS: CONSULTANT 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 Work 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 Work performed and completed as required by the Agreement, and subject to the approval of the CITY's authorized representative;

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

D. CONSULTANT will comply with all applicable federal, state, and local laws and regulations, including the conflict of interest provisions of Government Code §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 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 Work to be performed under this Agreement as well as any and all schedules of performance;

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

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

The Parties acknowledge and agree that CONSULTANT will perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONSULTANT's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONSULTANT to correct any errors or omissions will be commenced immediately upon their discovery by either Party and, 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 Work 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 SUBSTITUTION OF KEY PERSONNEL: CONSULTANT has represented to CITY that certain key personnel will perform and coordinate the Work under this Agreement. Should one or more of such personnel become unavailable, CONSULTANT may substitute other personnel of at least equal competence upon written approval of CITY. In the event that CITY and CONSULTANT cannot agree as to the substitution of key personnel, CITY shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Work in a manner acceptable to the CITY, or who are determined by the CITY to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the CONSULTANT at the request of the CITY. The key personnel for performance of this Agreement are as follows: Insert Name(s) And Title(s).

2.7 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work will be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods, and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services and tasks does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and will at all times be under CONSULTANT's exclusive direction and control. CONSULTANT will pay all wages, salaries and other amounts due such personnel and will assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT will be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like. 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 Work under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any

compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contributions and/or employee contributions for PERS benefits.

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

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

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

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

2.12 SUSPENSION AND DEBARMENT: CONSULTANT shall certify by signature that CONSULTANT and its principals, as defined in 49 CFR 29.995, and/or affiliates, as defined at 49 CFR 29.905, are not excluded, or disqualified, as defined at 49 CFR 29.940 and 29.945. CONSULTANT may submit proof of non-debarment or suspension by providing a printout or screenshot from the U.S. Government's official website (www.sam.gov) showing CONSULTANT and its principals are not debarred or suspended prior to the execution of this Agreement.

III.
INSURANCE

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

A. Commercial General Liability Insurance: CONSULTANT will procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage 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 Work contemplated in this Agreement.

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

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

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

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

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

3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands, and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is 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 commencing the Work, 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 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.

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

WORK OF ALL OTHER PERSONS/NON-DESIGN PROFESSIONALS: Except as otherwise provided under Section 4.2 of this Article, above, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature to the extent caused by CONSULTANT's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, contractors, subcontractors or subconsultants or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnity, defend or hold harmless for liability, loss, suit, damage, expense, or cost caused by the negligence or willful misconduct of any or all of the CITY Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this subsection is intended to encompass liabilities, losses, damages, expense, and costs not otherwise subject to subsection 4.2, above.

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

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

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

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.

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

V.
TERMINATION

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

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

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

B. CONSULTANT will cure the 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 of Default on the part of CONSULTANT will include, but will not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Work; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary of involuntary; 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 discretion, may also pursue any one or more of the following remedies:

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

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

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

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

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

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

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

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

VI.
MISCELLANEOUS PROVISIONS

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

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

6.3 FALSE CLAIMS ACT: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., §§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:
Craftwater
Attn: Oliver D. Galang, PE, ENV SP, QSD/P, Vice President
117 E. Colorado Blvd., Suite 550
Pasadena, CA 91105
Email: Oliver. Galang@craftwater.com

CITY:
City of San Fernando
Public Works/Engineering
Attn: Civil Engineering Assistant II
117 Macneil Street
San Fernando, CA 91340
Phone: (818) 898-1222
Fax: (818) 365-8090

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

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

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

6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other 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 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.

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

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

6.20 FORCE MAJEURE: The Completion Date for completing the Work 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 and tasks for the period of the enforced delay when and if in the judgment of the CITY Representative such delay is justified. The CITY Representative's determination shall be final and conclusive upon the parties to this Agreement. In no event shall CONSULTANT be entitled to recover damages against the CITY for any delay in the performance of this Agreement, however caused, CONSULTANT's sole remedy being extension of the Agreement pursuant to this Section.

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

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

CITY OF SAN FERNANDO:

By: _____
Nick Kimball, City Manager

Date: _____

APPROVED AS TO FORM

By: _____
Richard Padilla, City Attorney

Date: _____

CRAFTWATER:

By: _____

Name: _____

Title: _____

Date: _____

THE CITY OF SAN FERNANDO

REQUEST FOR PROPOSALS
Design for Carlisle Street Green Alley Project

1. Introduction

The City of San Fernando is requesting proposals from registered and professional Engineering/Landscape Architect firms to provide a professional design services for the Carlisle Street Green Alley Project. The project area will consist of improvements on Carlisle Street from Pico Street to O'Melveny Avenue. The services desired include, but are not limited to geotechnical services, survey services, preparation of plans/specifications/cost estimate for construction, and support during bidding process and construction phase. The City has appropriated approximately $2.5 million for construction.

2. Project Background:

Carlisle Street is classified as an alley in the City of San Fernando, serving both commercial and residential land use types. Residents in this neighborhood regularly use Carlisle Street as an alternative north-south walking path, but must compete with the permissible two-way vehicular traffic that runs through the alley. Several businesses have small parking lots that are accessible through the alley. Both local businesses and residents, adjacent to the alley, place their waste containers in the alley for pickup.

Carlisle Street is in disrepair. It is an eight-block patchwork of potholes and asphalt with no delineating lines to support two-way traffic and no green infrastructure anywhere along the alley except the fenced vacant field at the Hewitt Street intersection. Carlisle Street's impermeable surface and blacktop exacerbate adverse environmental impacts already confronting the community such as flooding during rainy days and urban heat island effect during the hot summer and fall seasons. Illegal dumping and graffiti are also commonplace characteristics of Carlisle Street.

Despite its classification as an alley in the City street network and the fact that nuisance activities take place in the area, there is community desire to activate the alley and provide unforeseen green space.

The proposed Green Alley concept originated from the Calles Verdes (Green Streets) project that started in 2017. Calles Verdes focused on identifying, prioritizing, and greening key areas of the city through assessing community priorities, conducting technical land surveys, and incorporating long-term land-use. Through this robust preliminary assessment, the City of San Fernando proposes that the Carlisle Street Green Alley project include the following project scope:

- Shade Trees (200 each- 15 gallon)
- Asphalt removal (34,000 square feet)
- Permeable Pavers (25,120 square feet - 16,720 permeable pavers and 8,400 healthy soils)
- Minimum Native Shrubs (100 each-5 gallon) and Grasses (200 each-1 gallon)
- Mulch (100 cubic yards)
- Bioswales (0.4 mile)
- Irrigation
- Sidewalk (5,640 sf)

- Curb and Gutter (2,075 LF)
- Curb Ramps with embedded Truncated Domes (26 each)
- Concrete Mini Traffic Circles (3 each)
- Pedestrian-level Lights (55 each)
- Striping/Markings (Thermoplastic Paint)
- Signage
- Greening of a 52-space public parking lot (Public Lot 9)

Project scope may be subject to change after community outreach workshops.

Calles Verdes is supported by the City of San Fernando and included in the 2022-2027 Strategic Goals. *Strategic Goal 5.3.c: Move forward with Green Streets and other stormwater capture projects, such as the Carlisle Green Street project and stormwater capture improvements at South Maclay and Parking Lot 4 (Truman and Brand Blvd).*

While the Calles Verdes project has kick started the conversation on greening of the public right-of-way, the transformation of Carlisle as a green alley and alternative non-motorized pathway further promotes the sustainability and resiliency of San Fernando by creating a nexus between water infiltration, park access, and transportation. As a result, this project will serve as a demonstration to many of the pressing environmental issues our underserved urban communities face.

3. Scope of Work:

The selected design team will be responsible for assessing existing site conditions, presenting at community design workshops in collaboration with TreePeople, and producing draft and final designs informed by community and stakeholder input. The design team must consist of a Civil Engineer and Landscape Architect. Final permitting, construction drawings, prevailing wage cost estimates, and a bid package will be required as part of this phase. In addition to furthering key objectives of expanded tree canopy, education, native vegetation, biodiversity, habitat, and stormwater management, the designs must prioritize community input, sustainability, and maintenance considerations. Services shall include the following:

Project Tasks:

1. Project Management
    a. Monthly meetings with the City of San Fernando staff to discuss project goals, maintenance requirements, applicable regulations, and design considerations.
    b. Biweekly coordination meetings with project partners.
    c. Prepare materials and attend (3) community workshops to present design options and receive input. The community outreach will be led by TreePeople.
2. Surveys and Environmental
    a. Conduct a topographic survey of Carlisle Street from Hollister Street to O'Melveny Avenue. *The area on Carlisle Street from Pico Street to Hollister Street including the parking lot has already been surveyed.*
    b. Conduct a geotechnical analysis of Carlisle Street from Hollister Street to O'Melveny Avenue to inform project Stormwater BMPs. *The area on Carlisle*

Street from Pico Street to Hollister Street including the parking lot has already been analyzed.

c. Conduct a utility survey of project area.

3. Design
   a. Prepare a Concept Design (30%) and make necessary revisions to the Concept Design based on comments from project partners.
   b. Prepare 60% Construction Documents [Plans, Specifications & Estimate (PS&E)] and make necessary revisions to the Concept Design based on comments from project partners.
   c. Prepare final Construction Documents (PS&E) (100%) and make necessary revisions to the Concept Design based on comments from project partners.
   d. Prepare cost estimates at 30%, 60%, and 100%.
   e. Prepare any permits required for construction.
   f. Bidding and Construction Support. Responding to Request for Information (RFI) on the design plans or in the technical/special provisions. **Note: Consultant shall be required to provide responses to City/Project Manager/Contractor inquiries clarifying any errors, discrepancies, missing information, and oversights in the PS&E during the bidding and construction period at no cost to the City. This may involve revising plans and specifications as necessary to appropriately respond to the inquiries. Consultant shall provide responses within <u>two (2) working days</u> after receiving the initial inquiry.** Consultant shall attend Pre-Construction meeting. In addition, the Consultant shall also provide field visits during construction, if necessary. Prepare As-Built Plans for City.

Construction plan components may include, but are not limited to:

- Title Sheet and Location Map
- Utility Plans
- Hardscape Improvement Plans
- Landscape/Irrigation Plans
- Striping Plans

Each sheet of plans shall include the City of San Fernando title blocks and shall bear professional seal, certificate number, registration classification, and expiration date of the professional responsible for their preparation. Final plans shall be formatted for 22" x 34" plans. Final submittal shall include one set plotted on Mylar and electronic copies of ACAD files complete.

Deliverables:

- Topographic survey of Carlisle Street from Hollister Street. to O'Melveny Avenue
- Geotechnical analysis of Carlisle Street from Hollister Street to O'Melveny Avenue
- Utility survey of Carlisle Street from Pico Street to O'Melveny Avenue
- Concept design drawings (30%)- Carlisle Street from Pico Street to O'Melveny Avenue
- Draft design plans (60%)-Carlisle Street from Pico Street to O'Melveny Avenue

- Final design construction plans and specifications (100% Construction Documents)- Carlisle Street from Pico Street to O'Melveny Avenue
- Cost estimate for construction at 30%, 60%, and 100%
- Permitting materials as needed
- Finalized bid package [Plans, Specifications, and Engineer's Estimate (PS&E)]
- Deliverables shall be provided in electronic form (ACAD, PDF, etc.) as requested - printed plan to scale

4. Project Requirements and Schedule:

The ideal design team will have the following skills and attributes:

- Experience working on Green Streets projects
- Experience with stormwater BMPs
- Familiarity with the City of San Fernando
- Experience with community-based design processes and best practices
- Ability to produce technically sound and aesthetically pleasing designs
- Ability to develop a final design that will deliver a complete project within the project budget

It is anticipated that work will begin immediately after contract negotiations are completed in January of 2025. Due to grant deadline, this project is time sensitive and Consultant must be ready to start work upon receipt of executed contract. Concept design drawings (30%), draft design drawings (60%), and completed documents must be completed by the date listed below in the timeline section.

The final scope of work, budget, and schedule will be refined during contract negotiations.

The selected team agrees to comply with the following requirements as a condition of contract award for this project:

Consultant Responsibilities:

- The Consultant shall be available to interface with other agencies as necessary.
- The Consultant must be sensitive to the community's needs and desires relative to development of this project.
- The Consultant must be capable to developing a final design that will deliver a complete project within the project budget and timeline.
- The Consultant must be experienced in performing public presentations, especially on potentially controversial issues.

Conformance with Federal and State Terms and Conditions in Council Contracts and Agreements

The design consultant must be able to meet all standard conditions for State and Federal contracts and shall be subject to the general provisions, terms and conditions of the Grant Agreements between the City of San Fernando and the California Natural Resources Agency (CNRA).

Insurance & City of San Fernando Business License

The design consultant shall, at their sole expense, maintain in effect appropriate liability insurance coverages, including errors and omissions insurance, for the duration of the contract and include the City

of San Fernando as an additional insured on their policy. In addition, design consultant shall obtain a City of San Fernando Business License.

Ownership

All data, plans, CAD drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this contract are subject to the rights of the City as set forth herein. The City shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If such work is copyrightable, the design consultant may copyright the same, except that, as to any work which is copyrighted by the design consultant, the City reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

5. RFP and Project Timeline:

All questions submitted by email to: POrozco2@sfcity.org	November 1st, 2024
Answers to questions provided	November 13th, 2024
Proposal submission due	November 18th, 2024
Award of RFP	January 6th, 2025
Signed contract	January 16th, 2025
Concept design deadline	February 21st, 2025
60% Construction Documents deadline	April 30th, 2025
100% Construction Documents deadline (Deliverables to City - Electronic Files of Plans (ACAD), Specifications (Word), and Engineer's Estimate (Excel)	June 30th 2025
Grant deadline	March 1, 2026

6. Proposal Contents:

The contents of the proposal should address the following:

1. *Experience and Qualifications*
   - A Cover Letter summarizing the proposal.
   - Describe your team's experience and qualifications for conducting the requested services.
   - Provide three current references for related work include:
     - Client company name
     - Telephone and email of contact person

  - Brief description of the project
  - Work performed by your firm or team member
- Describe at least one example of a project that integrates some or all of the following:
  - Sustainable landscaping with native vegetation
  - Green Street design
  - Stormwater management

  Please provide images to support your project description and include contact name and contact information (phone and email) for the project.
- Indicate current workload and ability to meet the project timetable as outlined above.

2. *Project Team*
- Describe the proposed project team, including sub-consultants
- Identify the Project Manager
- Include short resumes (1-2 pages) for key staff
- For teams consisting of multiple firms, identify which services would be performed by each, and their relevant experience

3. *Project Approach*
- Describe your approach to this project to achieve the stated goals and requirements. Consider the following in your discussion:
  - Engaging community feedback in the design process
  - Engaging project partners in the design process
  - Cultural considerations
  - Recommendations for additional steps/tasks not specified above, if applicable
  - Address concerns or considerations, if any, with respect to meeting the project and contract requirements

4. *Project Work Schedule*
- Provide a project work schedule with milestone tasks and completion dates

5. *Fee Estimate*
- Provide a not-to-exceed fee budget for each item described in the above scope of services. Include estimated hours and hourly rates for each task and personnel classification, and anticipated direct expenses. The proposal price shall be valid **90 days** from the date of receipt of proposals. Once contract is executed, these hourly rates shall remain in place until the completion of construction phase.

Proposals are due **Monday, November 18, 2024 at 5:00p.m**. Please submit **three copies** of the proposal to:

City of San Fernando,
117 Macneil Street
San Fernando, CA 91340
Attn: Patsy Orozco, Engineering

Proposals may also be submitted electronically to POrozco2@sfcity.org no later than 5:00pm on November 18, 2024.

7. Bid Evaluation:

A review panel from San Fernando and TreePeople will evaluate proposals using the following criteria and scoring system. A maximum score of 100 points is possible.

- **Qualifications and Experience** (35 pts).
  Each proposal will be rated on a scale of 0 to 35 points, based upon qualifications and experience of firm with similar types of projects.
- **Project approach** (25 pts).
  Each proposal will be rated on a scale of 0 to 25 points based on the proposed project approach and understanding of the requested scope of work of the project.
- **Project Team** (20 pts).
  Each proposal will be rated on a scale of 0 to 20 points, based upon the qualifications, experience, and composition of the project team members assigned to this project.
- **Proposed budget** (20 pts).
  Each proposal will be rated on a scale of 0 to 20 points based on the completeness and competitiveness of the cost information provided.

Bidders will be notified of the need for interviews or an award decision within the timeline above. The review panel will determine the need for interviews.

8. City Rights & Responsibilities:

The City may investigate the qualifications of any firm under consideration, may require confirmation of information furnished, and may require additional evidence of qualifications to perform the services described in the RFP.

The City reserves the right to:

- Reject any or all of the proposals.
- Issue subsequent RFP's.
- Cancel the entire RFP.
- Remedy technical errors in the RFP process.
- Appoint evaluation committees to review proposals.
- Establish a short list of proposers eligible for discussion after review of written proposals.
- Negotiate with any, all, or none of the Proposers.
- Solicit best and final offers from all or some of the Proposers.
- Award a contract to one or more Proposers.
- Accept other than the lowest priced proposal.
- Waive informalities and irregularities in proposals.
- Proposals shall become property of the City.

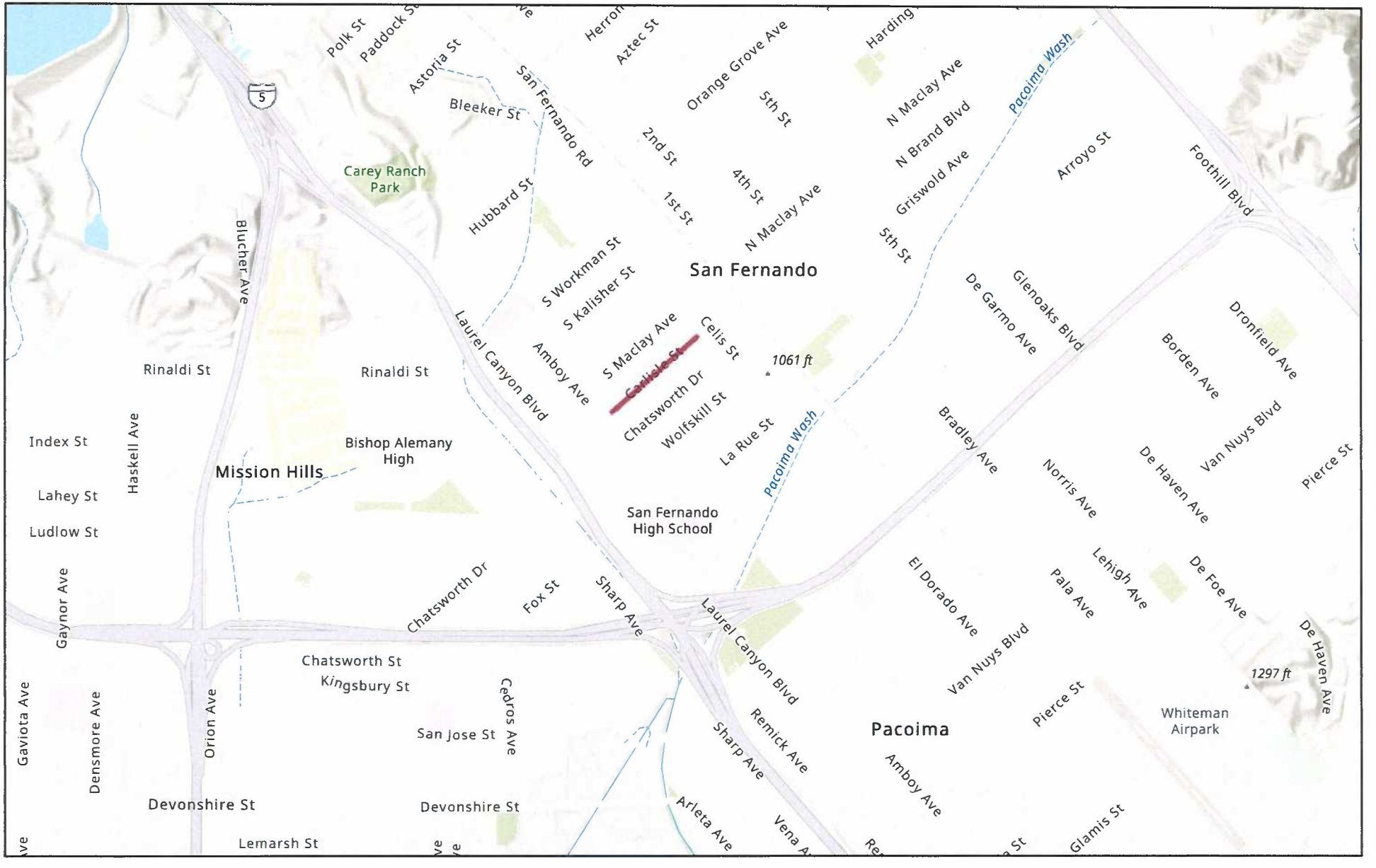
City Responsibilities:

- The City intends to assist the consultant in the performance of its duties rather than direct and supervise the consultant's work. The City's primary contact for the consultant work shall be Patsy Orozco, Civil Engineering Assistant II.
- The City will also do its best to provide all record information relative to this project.

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

CONTRACT NO. 2333
EXHIBIT "A"

Carlisle Green Alley Project Map



1/16/2023

Carlisle St Project Area

1:36,112

0 0.25 0.5 1 mi

0 0.4 0.8 1.6 km

County of Los Angeles, California State Parks, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land

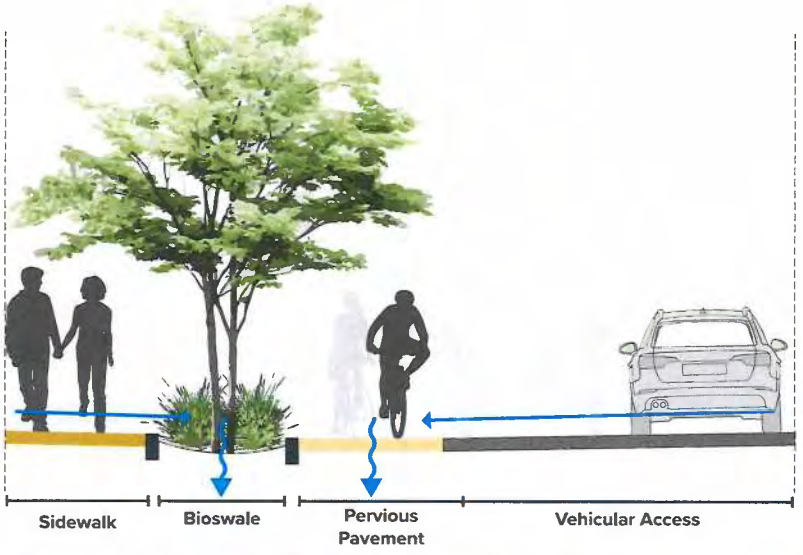
Project Overview



Carlisle Street Green Alley

The Carlisle Green Alley project transforms an underutilized alley located within a high-need neighborhood into a new linear green space that provides multiple benefits to residents and fulfills the City's goals for **resiliency**, **climate adaptation**, and **active transportation**. This project will create permeable surfaces for groundwater infiltration, trees and native landscaping, a clear bikeway, bioswales, a dedicated pedestrian pathway, and intersection improvements that encourage more walking and biking trips through San Fernando.

- **Reduced Air Pollution**
- **Reduced Water Pollution**
- **Stormwater Infiltration**
- **Community Cooling**
- **Clear Bikeway**
- **Improved Pedestrian Realm**
- **Access to Green Space**
- **Increased Biodiversity**







Bioswale | Shade Trees | Permeable Surfaces | Sidewalk | Mini Traffic Circles | Bicycle Sharrows | Crosswalks

THE CITY OF SAN FERNANDO TreePeople

CONTRACT NO. 2333
EXHIBIT "B"

CRAFTWATER

SCIENCE • STRATEGY • ENGINEERING

PROPOSAL FOR
DESIGN FOR CARLISLE STREET GREEN ALLEY PROJECT



NOVEMBER 20, 2024

PREPARED FOR THE CITY OF SAN FERNANDO

CONTRACT NO. 2333
EXHIBIT "B"

City of San Fernando
117 Macneil Street
San Fernando, California 91340
Attn: Patsy Orozco, Engineering

Subject: Proposal for Design for Carlisle Street Green Alley Project

Dear Ms. Orozco and Selection Committee:

Craftwater is pleased to present this proposal to provide Design for the Carlisle Street Green Alley Project. We are strongly committed to providing the best service to the City of San Fernando (City) with this project. Craftwater is a reputable and highly specialized multidisciplinary engineering firm specifically structured to deliver agile, full-spectrum service to address multi-benefit projects in Southern California. Our team is nimble, adapting to quickly evolving regulatory and funding environments, yet grounded and able to deliver high quality and readily constructible designs. The engineers at Craftwater are the industry leaders in designing community-focused regional stormwater capture infrastructure projects that improve water quality and create beloved public spaces. **Our team designed nearly half of the largest regional stormwater capture projects that have been constructed in the Los Angeles area to meet TMDLs, and another 20 regional stormwater capture projects that are awaiting construction groundbreaking. These regional projects total just over $1 billion in construction value.**

The Carlisle Street Green Alley Project matches Craftwater's abilities and mission, by providing **water quality** and hydrology improvements, **urban greening** and heat island reduction, **safe and convenient** active transportation, all within a framework of a **community-first** design process. Nearly all Craftwater projects occur within public space, often in beloved community parks, where nearby residents and park visitors have specific expectations of project outcomes. Community feedback, project needs, future maintenance demands, and funding requirements are all balanced to provide a project that is embraced by the public, fundable, and remains functional for years to come.

Our team has specific experience designing green alleys and green street improvements. Craftwater landscape architect and proposed project manager, James Powell, PLA has served as project manager, principal-in-charge, and landscape architect on dozens of multi-benefit green street, active transportation, and trail projects, including:

- **Central Jefferson/Quincy Jones Green Alley Network** in South Los Angeles, for the Trust for Public Land. Completed early 2024, with deadline-driven grant funding, subsurface stormwater infiltration galleries, parkway swales, and community-driven interpretive elements. New planting areas were being adopted by adjacent residents even before construction had been completed.
- **City of Corona Green Alleys Project**, currently under construction, with schedule-critical grant funding and significant solar pedestrian lighting.
- **Merced Avenue Linear Park** in El Monte, constructed early 2024, with native planting, new public park space, parallel walking and biking trails, solar lighting, and stormwater capture.
- **Merced Avenue Greenway** in South El Monte, under construction, includes Prop 68 funding, native planting, a cycle track at sidewalk level, a permeable gutter, subsurface stormwater capture, and structural soil vaults for improved tree health.
- **Park to Playa Trail** in Baldwin Hills, constructed 2021, with a public fruit orchard, native plants, a new parking lot with stormwater capture, and extensive wayfinding and interpretive signage.
- **Sherman Way Streetscape Improvements** in Reseda, constructed 2019, with new parkway and median plantings and a traffic circle.

Other Craftwater staff contributed to the original Calles Verdes project in 2017. These projects were all evaluated to maximize potential for stormwater management, traffic safety for all users, personal safety, urban greening and cooling, and placemaking. We will apply these same principles to this project to help the City and its constituents achieve this project's goals.
Our team has been assembled to provide the City with a full depth of resources for this project. Should you have any questions, please contact Oliver Galang at 213.598.4178 or oliver.galang@craftwater.com. We look forward to the opportunity to support and collaborate with the City on this exciting project!

Respectfully submitted,

Oliver Galang, PE
Principal | Craftwater Engineering | Pasadena, CA

Craftwater is committed to performing the work within the requested time period. Craftwater will meet all standard conditions for State and Federal contracts and shall be subject to the general provisions, terms and conditions of the Grant Agreements between the City of San Fernando and the California Natural Resources Agency (CNRA). Craftwater will maintain a City business license, as well as appropriate liability insurance coverages, including errors and omissions insurance, for the duration of the contract and include the City of San Fernando as an additional insured on their policy. Craftwater acknowledges receipt of Q&A and addenda issued on 11/13/2024.

CRAFTWATER

EXPERIENCE AND QUALIFICATIONS



Merced Avenue Linear Park, El Monte, CA

COMPANY INFORMATION

CRAFTWATER
SCIENCE • STRATEGY • ENGINEERING

Craftwater is a California corporation, certified Disabled Veteran Owned Business Enterprise (DVBE) and Micro Business (MB) founded in 2019, headquartered San Diego, with a local office in Pasadena. We were founded on the principles of engineering expertise, regulatory acumen, and state-of-science practices to deliver agile, full-breadth service to the stormwater market in California. Our rapidly growing team of associates are skilled at adapting to the continuously evolving regulatory environment yet grounded enough to deliver high-quality and readily-constructible designs. *As trusted strategic advisers and designers, our mission is to always act genuinely to advance the best interests of our clients, the environment, and the state of science by designing real solutions for total water cycle management.*

Craftwater provides a robust, well-rounded team of consultants offering a wide array of water-related services. While many firms are known for their qualifications in just one or two areas of expertise, Craftwater's business model was intentionally designed to provide our municipal clients with trusted consultation across the *full spectrum of stormwater program management.* In practice, this means we apply watershed planning principles to our technical work; we leverage the latest watershed science and regulatory fluency to maximize the value of our infrastructure designs; and we insist that the real-world monitoring outcomes and engineering challenges we encounter in the field are accounted for in our watershed modeling analyses. This unique, full-circle approach allows our team to shape meaningful regulatory policy, while reducing costs and maximizing impacts of each dollar spent. Our full integration across all areas of stormwater management helps avoid the pitfalls of changing teams between phases of each project and demonstrates our team's *expertise and sound knowledge to deliver actionable, resilient solutions.*

Craftwater is poised to serve the City of San Fernando by providing practical civil design, visionary landscape architecture, regional stormwater policy, strategic green infrastructure, and innovative multi-benefit project design. We strive to provide meaningful environmental outcomes with affordable and functional water infrastructure to California and beyond.

With over 120 years of combined experience, we take pride in the fact that every project manager on our founding team is a licensed Professional Engineer in the state of California. As trusted strategic advisers and designers, our mission is to always act genuinely to advance the best interests of our clients, the environment, and the state of science by designing real solutions for total water cycle management. Our core services include Watershed Science, Modeling, and Planning; Stormwater Capture Feasibility and Design; and Regulatory and Water Quality Science.

Craftwater has identified, conceptualized, and designed over 100 regional stormwater capture projects totaling greater than $1 Billion of construction costs. More than any other firm in the region.

QUALIFICATIONS

The engineering design and implementation of regional stormwater capture projects are rife with unique challenges related to their physical location, regulating agencies, and community acceptance. These challenges require an experienced team who has navigated the issues firsthand and built an array of proven solutions that have successfully pushed projects through design and construction. **The engineers that comprise the Craftwater team have conceptually laid out, evaluated feasibility of, and designed more regional stormwater capture projects together than any other team in California in the past five years.** We pride ourselves in our ability to pair high-caliber, award-winning design work with strategic stormwater compliance plans, as evidenced by our leadership roles in over 100 different types of stormwater projects throughout California including master plans, WMPs, feasibility studies, and full design. *Our team designed nearly half of the largest regional stormwater capture projects that have been constructed in the Los Angeles area to meet TMDLs, and another 20 regional stormwater capture projects that are awaiting construction groundbreaking. These regional projects total just over $1 billion in construction value.* Completed design projects that incorporate subsurface regional stormwater capture projects and park improvements include Adventure Park, Caruthers Park, Bolivar Park, Mayfair Park, MacArthur Park, Culver Boulevard Median, Santa Monica Clean Beaches, Carriage Crest Park, and Albion Riverside Park. Projects currently in construction include Adventure Park. Projects that are currently in design include the Arroyo Seco, Encanto Park, Fairplex, Ferndell at Griffith Park, Finkbiner Park, Furman Park, Lynwood Park, Salt Lake Park, Simms Park, Spane Park, Twin Pines, and Red Morton Park. *These multi-benefit projects proved successful by blending usable open space and water quality improvement – a lesson which we will carry into the design of this project.*

PROFESSIONAL REFERENCES

Name	Agency	Contact	Projects
City of El Monte	Kevin Ko, PE Project Manager, City of El Monte Ph. 808.589.6135 Email: kko@elmonteca.gov	3 Years	Merced Avenue Stormwater Capture Project (Feasibility Study and Design Phase)
City of Pasadena	Brent Maue, PE Acting City Engineer, City of Pasadena Ph. 626.755.4690 Email: BMaue@cityofpasadena.net	3 Years	Arroyo Seco San Rafael Treatment Basins (Feasibility Study and Design Phase); Sierra Madre Median Improvements
Trust for Public Land	Clark Taylor Interim Program Director, Los Angeles Parks for People Ph. 323.223.0441 Email: clark.taylor@tpl.org	1 Year	Central Jefferson Green Alley Network; Pacoima Pedestrian Improvements; Paxton Park Redesign

FULL-SPECTRUM STORMWATER DESIGN STEWARDSHIP

WATER QUALITY SCIENCE, REGULATIONS, & MONITORING:

Apply the latest watershed science to build meaningful compliance strategies founded in local, measurable metrics



WATERSHED MODELING & PLANNING:

Develop actionable, implementati on-oriented programs customized to the local environment



STORMWATER CAPTURE FEASIBILITY & DESIGN:

Design multi-benefit infrastructure expertly engineered to meet environmental and community needs



14 LA County Watershed Management Plans developed or supported

2.5M acres of watershed planning statewide

125 agencies supported in past 2 years

$1B of capital program costs reduced through smarter planning





- *2016 Environmental Business Journal Award for Innovative Technology*
- *City of Lakewood 2016 Service Provider of the Year*
- *ASCE Civil Engineering Magazine February 2017 Stormwater News*
- *Storm Water Solutions Conference 2018 Award Top Project*
- *APWA Southern California Chapter 2018 B.E.S.T. Award for Storm Water Quality*
- *CASQA 2019 Outstanding Stormwater BMP Implementation Project of the Year*
- *APWA Reporter Annual Water Resources Management Issue Front Page Article (February 2020)*
- *APWA Southern California Chapter 2021 B.E.S.T. Award for Stormwater Quality (Culver Blvd)*
- *APWA Southern California Chapter 2021 B.E.S.T. Award for Stormwater Quality (Caruthers Park)*

The Craftwater team is nationally acclaimed in leading industry/academic literature and locally recognized for our professionalism and high-quality work

EXPERIENCE TABLE

The following table provides a summary of the Craftwater Team's experience with the design of regional stormwater projects. The table provides a project list including the status of each project.

Project Name	Project Developer	Construction Cost	Project Phase	Feasibility Study	Preliminary Engineering	Final Design	Geotechnical Investigation	CEQA/Permitti	Construction
Adventure Park Multi Benefit Stormwater Capture Project	Los Angeles County Public Works	$ 13,500,000	In Construction	■	■	■	■		■
Arroyo Seco-San Rafael Treatment Wetlands	Pasadena	$ 12,900,000	90% Design	■	■	■	■	■	
Sierra Madre Median Retrofit	Pasadena	$ 5,500,000	60% Design	■	■	■	■		
Bellflower Simms Park Stormwater Capture Project	Bellflower	$ 18,900,000	60% Design	■	■	■	■	■	■
Bolivar Park Stormwater Capture Project	Lakewood	$ 11,000,000	Constructed	■	■	■	■	■	■
Carriage Crest Park Stormwater Project	Carson	$ 13,000,000	Constructed	■	■	■	■	■	■
Caruthers Park	Bellflower	$ 13,000,000	Constructed	■	■	■	■	■	■
Culver Boulevard Stormwater Median	Culver City	$ 20,000,000	Constructed	■	■	■	■	■	■
El Dorado Regional Project	Long Beach	$ 12,000,000	60% Design	■	■	■	■	■	
Encanto Park Stormwater Capture Project	Monrovia	$ 2,500,000	90% Design	■	■	■	■	■	■
Finkbiner Park Stormwater Project	Glendora	$ 18,500,000	90% Design	■	■	■	■	■	■
Fairplex Stormwater Capture Project	Pomona	$ 23,500,000	10% Design	■	■	■	■	■	■

Project Name	Project Developer	Construction Cost	Project Phase	Feasibility Study	Preliminary Engineering	Final Design	Geotechnical Investigation	CEQA/Permitti	Construction
Furman Park Stormwater Capture and Infiltration Project	Downey	$ 12,300,000	60% Design	■	■	■	■	■	■
Heartwell Park at Palo Verde Channel Stormwater Capture Project	Long Beach	$ 18,500,000	10% Design	■	■		■		
Lynwood City Park Stormwater Capture Project	Lynwood	$ 18,000,000	60% Design	■	■	■	■	■	■
MacArthur Park	Los Angeles	$ 15,000,000	Design Complete	■	■	■	■	■	■
Mayfair Park	Lakewood	$ 15,000,000	Constructed	■	■	■	■	■	■
Merced Ave Stormwater Capture Phase 2	El Monte	$ 9,800,000	10% Design	■	■	■	■	■	
Rio Hondo Ecosystem Restoration Project	Monrovia	$ 20,000,000	10% Design	■	■	■	■	■	
Salt Lake Park	Huntington Park	$ 25,000,000	10% Design	■	■	■	■	■	
Santa Monica Clean Beaches Initiative at the Pier	Santa Monica	$ 16,000,000	Constructed	■	■	■	■	■	■
Skylinks Golf Course at Wardlow Stormwater Capture Project	Long Beach	$ 10,500,000	90% Design	■	■	■	■	■	
Spane Park	Paramount	$ 18,900,000	60% Design	■	■	■	■	■	■
York Field Park	Whittier	$ 25,500,000	60% Design	■	■	■	■	■	

Sample PROJECT: Merced Ave Linear Park and Stormwater Project

The Challenge
The City of El Monte sought to enhance the neighborhood along Merced Ave that included a gated drainage channel and wide street that was subject to unwanted neighborhood activities. The community needed better access to community spaces and multimodal transportation alternatives such as walking and biking.

Our Approach
Together with our trusted partners at Villa Civil, Craftwater supported the City with applying for $4.5 Million in funding under Caltrans' Clean CA Local Grant Program. This funded a linear park median along Merced Avenue which included bioswales, pedestrian walkways, and a Class I Bike Path.





Craftwater also supported the City with the development of a Feasibility Study to provide stormwater bioretention basins and modify the existing channel between Merced Avenue and the Rio Hondo Channel, between Towneway Drive and Rio Hondo Parkway. The site has the potential to provide significant water quality benefits due to the drainage area size, outfall to the Rio Hondo, and available development space. The drainage area for the project (670 acres in total) is entirely within the jurisdiction of the El Monte. This project has the potential to offer infiltration and water quality benefits for El Monte that can address the additional needs for stormwater management identified to achieve compliance in the WMP, as well as assist with water resilience, utilize nature-based processes, and provide multiple community benefits.

Craftwater Engineering prepared the Feasibility Study, 10% Design Documents, and prepared the Safe, Clean Water Program Application for the FY 2023-24 Call for Projects. This project was selected for Design and Construction funding of $9.8 Million under the Safe Clean Water Program.

Key Takeaways

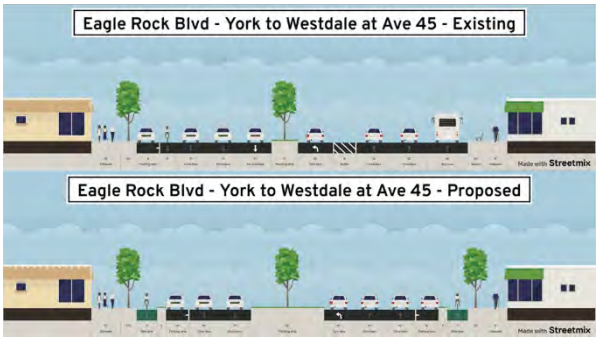
- **Multi-Benefit Approach:** to this area resulted in the development of a linear park, channel restoration, and multi-modal opportunities for pedestrians and the biking community
- **Community Partnerships:** are critical to enhance an existing roadway with a new median and linear park
- **Integrated design**: the multi-benefit project approach allowed for cross-discipline and community collaboration that supported multiple city goals
- **Nature-based Processes**: Project supports nature-based solutions promoted as part of regional compliance documents and support municipal goals

SAMPLE PROJECT: Eagle Rock Boulevard Stormwater Capture Facility Project

The Challenge

Eagle Rock Boulevard presented unique challenges with incorporating stormwater capture systems and providing a safer experience by applying appropriate street calming measures.

Our Approach



Craftwater Engineering supported the City of Los Angeles in developing stormwater capture and treatment concepts and modeling for the Eagle Rock Boulevard: A Multi-Modal Stormwater Capture Project. The site will incorporate regional stormwater capture and on-site green infrastructure practices to be installed in conjunction with the proposed transportation corridor improvements. The project is located within the Eagle Rock community of Los Angeles and extends from York Boulevard/Alumni Avenue to Westdale Avenue. The project required coordination and balancing of goals between various agencies and interested community groups including StreetsLA, City of Los Angeles Bureau of Sanitation, and the surrounding businesses. The project was funded by the City in an effort to secure future funding from the Safe, Clean Water Program Infrastructure Program.

The project is designed to intercept all dry-weather flows and a sizeable portion of wet-weather stormwater flows from the 90" reinforced concrete arch that travels down Avenue 45 and turns south onto Eagle Rock Boulevard. A secondary diversion is proposed for a 30" reinforced concrete pipe that travels southwest on Alumni Avenue. The first diversion will be directed to a 5.0 ac-ft subsurface vault within the improved median along Eagle Rock Boulevard while the second diversion includes a series of dry-wells within the Alumni/York pedestrian plaza. Our team performed optimization modeling to identify the appropriate balance of the diversion rate, storage volume, and outflow treatment. Conceptual 10% design plans and engineering cost estimates were compiled, and initial project scoring evaluations were made to determine the eligibility for SCWP funding.

Key Takeaways



- **Planning Management**: Providing guidance for adapting stormwater management strategies existing infrastructure
- **Community Partnerships:** require coordination and agreed upon goals between the community and involved agencies

SAMPLE PROJECT: MacArthur Park Lake Rehabilitation Project, Los Angeles

The Challenge

The City of Los Angeles, Bureau of Sanitation tasked Craftwater with identifying the most effective stormwater capture configuration, while restoring and enhancing water quality and providing local community benefits to the surrounding areas.

Our Approach

Craftwater developed the most effective stormwater capture configuration at the project site and applied decision support modeling to identify the optimal BMP configuration using a balanced approach that incorporates design storm hydrologic targets as well as long-term water quality considerations.



Craftwater's optimization analyses proposed a pumped diversion pipe from the 54-inch City of Los Angeles storm drain. The diversion will pass through a pretreatment system, a pump lift station, and ultimately into the existing park lake for storage. This approach was able to meet the Safe, Clean Water Program's performance requirements for the City and ultimately allowed for additional funding from the program. Craftwater Engineering continues to support the City with the design development of the final civil and hydraulic design at MacArthur Park Lake.

Key Takeaways

- **Multi-Benefit Approach:** to this area resulted in the development of new park amenities combined with water quality improvement
- **Nature Based Processes:** project approach allowed for wetland planting areas

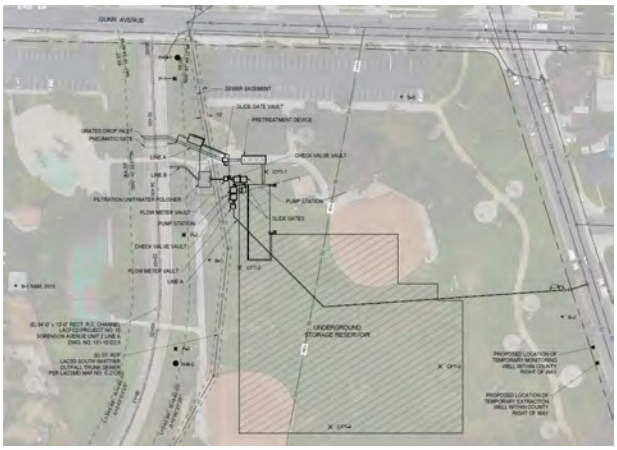
SAMPLE PROJECT: ADVENTURE PARK MULTI-BENEFIT STORMWATER CAPTURE PROJECT

The Challenge

Open spaces along existing waterways are not a common site within the urban environment making regional stormwater practices challenging to come by. Add on top the inability to infiltrate within a given community and the options for treatment increase in price and complexity. Most of the open spaces are filled with parks, schools, or other amenities vital to the health of a community requiring the County of Los Angeles to seek a unique approach that would preserve this usable open space while tackling the challenge of improving water quality where infiltration is not feasible.

Our Approach

Here's how we're working towards a robust regional stormwater capture practice within the San Gabriel River Watershed:



1. **Outflow Treatment Redundancy**: We developed one of the first sanitary sewer collaborative projects that allows for stormwater flows to be diverted to the wastewater treatment plant and provided a media filter that treats return flows to the open channel.
2. **Accessible Components:** The critical components of diversion, pretreatment, storage, filters, and sewer connections all require regular inspection and maintenance. Ensuring safe and reliable access for maintenance crews was of upmost importance.
3. **Cost Optimization**: By balancing the inflow, storage, and outflow components with modeling of thousands of configurations, we can identify the cost optimal point that maximizes pollutant removal per every dollar spent on the project.
4. **Sewer Agency Coordination**: As one of the first projects to discharge captured stormwater to the sanitary sewer, close collaboration with the sewer agency ensured all capacity, monitoring, water quality, and timing were properly modeled and followed.
5. **Regulatory Progress**: Through continual modeling with the regional watershed planning tools, the project could track the progress towards regulatory compliance with all water quality objectives.



Key Takeaways

- **Multi-Benefit Approach:** to this area resulted in the development of new park amenities combined with and water quality improvement and enhanced pedestrian circulation
- **Multi-Agency Collaboration:** close coordination with the LACFCD, Parks Department, and Public Works Department to ensure all regulations and policies were met while delivering on the goals of each entity
- **Integrated design**: the multi-benefit project approach allowed for cross-discipline and community collaboration that supported multiple County goals

SAMPLE PROJECT: CULVER BOULEVARD STORMWATER CAPTURE PROJECT, CULVER CITY

The Challenge

The City of Culver City was supported by Craftwater in reducing pollutants from urban runoff that would previously be discharged to the Ballona Creek.The existing utilities, geotechnical conditions, and water quality were first characterized, followed by an optimization analysis informed data-driven selection of cost-effective solutions.

Our Approach

Craftwater Engineering, Inc as a subconsultant, supported the City of Culver City with implementing a regional stormwater capture facility within the Culver Boulevard median. Craftwater Engineers conducted the water quality hydraulic modeling and optimization scenarios to determine that an 8.0 ac-ft. BMP could provide optimal long-term pollutant removal. The following summarizes the recommended configuration:





- A 10’ high underground storage reservoir (8 ac-ft. volume)
- 25 cfs gravity diversion from Harter Ave drain (BI 2901-U2 Line B)
- 25 cfs gravity diversion from Sepulveda Boulevard drain (Culver City Drain – Unit 4 Line A, I)
- 5.76 cfs maximum discharge rate with filtration and subsequent return to the Harter Ave drain

The predictive BMP performance demonstrates that long-term pollutant reduction targets can be achieved based on several key compliance metrics, including average annual reduction (from which the BMP’s size and operating parameters could be optimized). The optimized BMP has capacity to provide a significant amount of water quality benefit for the Ballona Creek Watershed.

Key Takeaways

- **Holistic Problem-Solving:** Showcasing the power of addressing water quality issues while meeting broader community needs
- **Performance Prioritization:** Performance estimates will contribute significantly towards pollutant reduction initiatives in the EWMP

CRAFTWATER

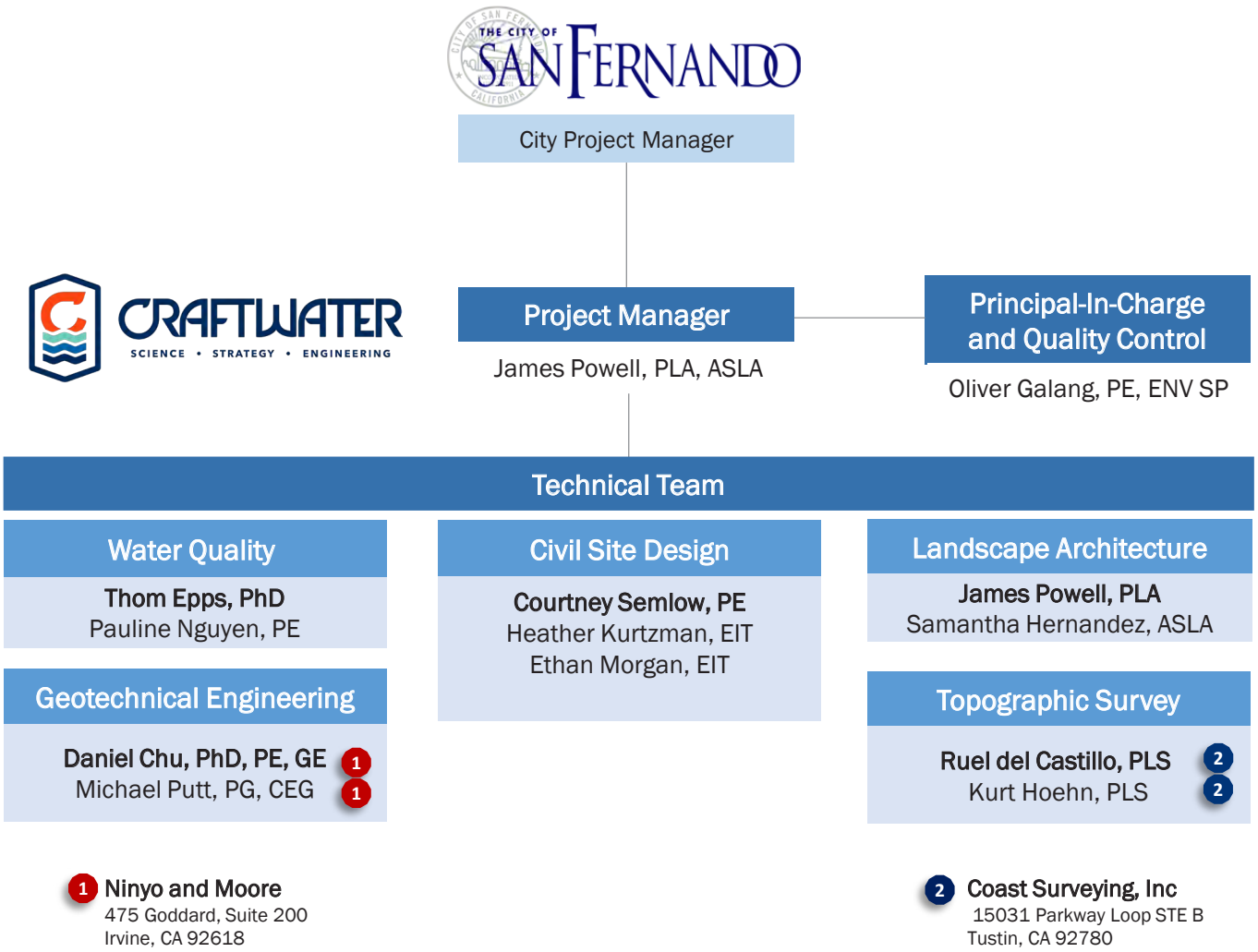
PROJECT TEAM



Central Jefferson Green Alley, South Los Angeles, CA

PROJECT TEAM

To augment our core team with a deep bench of familiar resources, we deliberately forged strong, sincere partnerships with well-respected experts and integrated them directly into our organization chart below. This collaborative, seamless approach has been tested and proven to breed *innovative work products*, consistently *high-quality and personalized service*, and *readiness to mobilize* and meet with City staff right from day one. The proposed organizational chart and staffing is presented below. All proposed staff have availability to meet the project timetable, and workload may be distributed among additional production staff not listed here to help meet project deadlines. Profiles for key staff can be found on the following pages.



CRAFTWATER
SCIENCE • STRATEGY • ENGINEERING

RESUME

Oliver D. Galang

PE, ENV SP, QSD/P, QISP

Principal Engineer

e/ Oliver.Galang@craftwater.com

p/ 213.598.4178



EXPERIENCE

30 years

EDUCATION

B.S., Civil Engineering, California State University, Fullerton, 1993

Engineering Management Graduate Studies, California State Polytechnic University, Pomona, 2005

LICENSES & CERTIFICATIONS

Civil Engineer 56558, California, 1997

Envision Sustainability Professional, November 2014

Qualified SWPPP Developer (QSD/P)

Qualified Industrial Storm Water Practitioner (QISP)

EXPERIENCE SUMMARY

With over three decades of engineering excellence, Oliver Galang stands at the forefront of water resources and stormwater infrastructure in Southern California. As the leader of Craftwater Engineering's Water Resources services in Los Angeles County, Oliver brings a wealth of experience in planning, design, construction, and program management of multi-million-dollar municipal capital improvement projects.

RELEVANT EXPERIENCE

Arroyo Seco – San Rafael Wetlands and Restoration Stormwater Capture Project

Principal Engineer. This project consists of the development of a Feasibility Study and 10% Design a regional stormwater capture project that incorporates creek restoration, natural treatment wetlands, and stormwater use for irrigation. The project consists of 2 locations along the Arroyo Seco Channel in the Cities of Pasadena and South Pasadena. The project is intended to address the Cities of Pasadena's and South Pasadena's water quality actions required under the Upper Los Angeles River Enhanced Watershed Management Program. He was responsible for managing the development of the feasibility study, meeting with the Cities, stakeholders, and assisting the City with securing $5 Million in funding from the Safe, Clean Water Program.

Bellflower Water Capture Project at Caruthers Park, Phase I and II

Project Manager. This project consists of the design and construction of a regional stormwater BMP Project at the City of Bellflower's Caruthers Park. The project consists of a storm drain diversion structure, 7.5-acre-foot underground infiltration and storage facility, and pump station to the sewer and return flow to the storm drain. The project is intended to address the City of Bellflower's water quality actions stated under the Los Cerritos Channel Watershed and the Upper San Gabriel River Enhanced Watershed Management Programs. Oliver is leading the project development team and coordinating these efforts with the City Project Team and the LACFCD.

Carson Water Capture Project at Carriage Crest Park, Phase I and II, Sanitation Districts of Los Angeles County

Project Manager. This project consists of the design and construction of a regional stormwater BMP Project at the City of Carson Carriage Crest Park. The project consists of a storm drain diversion structure, 13.4 acre-foot underground storage facility, and pump station to the sewer and return flow to the storm drain. The project is intended to address the City of Carson's water quality actions stated under the Dominguez Channel Watershed Management Area Group's Enhanced Watershed Management Program. Oliver is leading the project development team and coordinating these efforts with the County Sanitation Districts, LACFCD, and the City Project Team.

CRAFTWATER
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RESUME

James Powell

PLA, ASLA

Principal Landscape Architect

e/ James.Powell@craftwater.com

p/ 626.838.1644



EXPERIENCE

22 years

EDUCATION

B.A., Humanities, New College of Florida, 2001

Master of Landscape Architecture (M.L.A.), California State Polytechnic University, Pomona, 2013

LICENSES & CERTIFICATIONS

Professional Landscape Architect #6416, California

EXPERIENCE SUMMARY

James Powell has more than 22 years of design leadership in design, planning, and management, and leads Craftwater's landscape architecture services. His work includes landscape design for complete streets, streetscapes, trails, parks, and open space, as well as planning, construction support, and grant writing for projects at local and regional scales. He specializes in working with complex agency, stakeholder, and user contexts, and creating multi-benefit designs that address water quality, urban heat, resource protection, safety, and aesthetics.

RELEVANT EXPERIENCE

Central/Jefferson and Quincy Jones Green Alley Networks, Los Angeles

Project Manager. This project consists of three green alley networks in South Los Angeles. The design includes stormwater capture via linear infiltration chambers, new landscape areas, decorative surface treatments and interpretive features, new trees, and public art. The alleys enhance public space, provide a safer walking and biking environment, and improved water quality for the neighborhood and region. The project was a partnership between the Trust for Public Land and Los Angeles Sanitation & Environment.

Merced Avenue Linear Park, El Monte, CA

Project Manager, Landscape Architect. This project brings new life to El Monte's Merced Avenue with a new median, bike path, and linear park. The design features native planting, shade trees, stormwater capture, separated walking and biking paths, lighting, furnishings, play features, and space for future public art installations. The project improves neighborhood safety by providing a place to walk and ride bikes that is separated from traffic, while calming vehicular traffic through the introduction of the new median. The project is part of a network of high-quality active transportation corridors that will connect the Rio Hondo Bike, Whittier Narrows, and San Gabriel River.

LADOT Sherman Way Streetscape Improvements, Los Angeles, CA

Landscape Architect. This streetscape improvement project on Sherman Way in the Reseda area of the San Fernando Valley included new median, street tree, and parkway plantings, as well as neighborhood safety and identity enhancements. Project elements included new street furniture, monument signage, traffic circles, and landscape plantings that coordinated with the neighborhood council, city council district, and street services division to negotiate a means to provide permanent irrigation to the new planting areas in the corridor. Final construction documentation, cost estimates. And specifications were provided for implementation.

Park to Playa Trail and Wayfinding Plan, Los Angeles, CA

Project Manager, Landscape Architect. The Park to Playa Trail is part of a regional trail system complete with native habitat restoration, access points, and connections to popular existing parks. The project created a regional trail system complete with native habitat restoration, access points, and connections to popular existing parks, as well as new signage, wayfinding, and maps. As Project Manager and Lead Designer, James designed trailheads, signage, trail alignments, and performed construction observation to implement seven miles of the Park to Playa Regional Trail and a comprehensive wayfinding system.

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RESUME

Courtney Semlow

PE, ENV SP, CFM

Civil Design Manager

e/ Courtney.Semlow@craftwater.com

p/ 847.445.0886



EXPERIENCE

19 years

EDUCATION

B.S., General Engineering, University of Illinois Urbana-Champaign, 2005.

LICENSES & CERTIFICATIONS

Professional Engineer (Civil), CA C94417, MA, VA, GA

Envision Sustainability Professional (ENV SP)

Certified Floodplain Manager (CFM)

Member, The Association of State Floodplain Management

EXPERIENCE SUMMARY

Courtney Semlow is a Project Manager with 19 years of professional experience. She has provided comprehensive site design and project management for diverse projects, including 1,000-acre mixed use subdivisions and military installation infrastructure throughout the United States and abroad. Courtney is knowledgeable in all aspects of civil design, including erosion control, water resource management, and road design. She is capable of navigating complicated regulatory requirements, while producing cost-effective solutions that exceed client expectations. Another core area of her work focuses on water quality and stormwater pollution prevention by implementing environmentally sustainable stormwater management solutions, including infiltration basins, permeable pavement, and rain gardens.

RELEVANT EXPERIENCE

Finkbiner Park Stormwater Capture Project, City of Glendora

Project Manager. Design of a 5.3 ac-ft underground stormwater capture and infiltration facility located within the park. The project seeks to improve water quality by reducing heavy metal pollutants in the San Gabriel River Watershed. The project will divert stormwater runoff from existing LACFCD controlled Little Dalton Wash concrete channel and a local storm drain that drains a total of 1,512. Surface improvements include a complete renovation of four softball fields and increased tree cover. Construction funding has been secured through the Los Angeles County Safe, Clean Water Program.

Spane Park Stormwater Capture Project, City of Paramount

Project Manager. Design of a 5.3 ac-ft underground stormwater capture and treatment facility within Spane Park. The project will divert stormwater runoff from an existing LACFCD double box culvert that drains 1,338 acres at a rate of 20 cfs. The project will reduce pollutants and improve water quality in the Lower Los Angeles River watershed. Surface improvements include a complete renovation of the park including adding more parking and a new soccer field to strengthen the City's sports programs. Construction funding has been secured through the Los Angeles County Safe, Clean Water Program.

Arroyo Seco Water Reuse Project, City of Pasadena

Project Manager. Design of two regional BMPs along the Arroyo Seco channel in Pasadena and South Pasadena. The project will divert stormwater flows from existing channels to two separate above ground infiltration basins. Dry weather flows will travel through a rock lined stream to an existing cobble stone channel connected downstream to a golf course where it will be stored, treated, and used for irrigating the golf course. Construction funding has been secured through the Safe, Clean Water Program.

Lynwood Park Stormwater Capture Project

Project Manager. Design of a regional stormwater capture project that consists of a 10.7 ac-ft underground storage infiltration gallery located within Lynwood Park. The project seeks to divert stormwater flows from the 85th percentile storm for two LACFCD drain lines located on opposite sides of the park. The project is anticipated to reduce zinc loads in the 955-acre drainage area by 194 lbs per year.

CRAFTWATER
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RESUME

Thom Epps

PhD

Water Resources Engineer

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p/ 865.297.4338



EXPERIENCE

18+ years

EDUCATION

PhD, Civil and Environmental Engineering (Water Resources), U. of Tennessee, 2018.

M.S., Biosystems Engineering Clemson University, 2012.

B.S., Industrial and Systems Engineering, Georgia Institute of Technology, 2004.

EXPERIENCE SUMMARY

Thom Epps is a water resources engineer who specializes in innovative stormwater modeling, high-resolution geospatial assessment, and green infrastructure prioritization in urban settings. Thom comes to consulting with a diverse academic background in geospatial analysis, hydrologic research, and stormwater management innovation that lends itself well to helping clients meet hydrologic goals and improve water quality while minimizing cost. He has studied watershed management strategies and hydrology in diverse settings across the United States (Greenville and Charleston, SC; Portland, OR; Knoxville, TN; San Diego and Los Angeles, CA) as well as in Australia (Melbourne, VIC), and in cities ranging in size, stormwater regulations, and management approaches.

RELEVANT EXPERIENCE

Upper LA River and Rio Hondo preSIP Safe, Clean Water Program Scientific Study, 2020-present.

Lead modeler. Visionary implementing the highest-value ($2.3M) scientific study funded by the Safe, Clean Water Program to date. Conducting an unprecedented site-scale review of the entire Upper LA River and Rio Hondo Watershed Areas (750 square miles) to identify, model, and prioritize specific project opportunities; results will provide asset-level clarity to inform EWMP implementation. Results will be input to a digital planning platform to enable agencies to view recommended project opportunities, plan investments, and track progress. Study also included recalibration of watershed model to better represent CIMP monitoring data, and rearticulation of water quality compliance goals to better align with beneficial uses.

Green Street Implementation Plan for Dominguez Channel Watershed Management Area. 2017 to 2018.

Lead modeler. Lead modeling efforts on the creation of a green street implementation master plan for the Watershed Management Area in the Dominguez Channel watershed near Los Angeles, CA. Analysis included the use of high-resolution geospatial data to characterize the urban landscape so opportunities for green streets were accurately identified and optimization was hydrologically guided to rapidly generate the most cost-effective options for the client. The EPA SUSTAIN model was used in conjunction with custom scripting in Python and R to iterate over all possible configurations of BMP location, size, and type to identify the most cost-effective distributed applications of green infrastructure that will work in concert across the watershed to address water quality goals. Baseline water quality loading was modeled using LSPC to provide SUSTAIN models accurate and realistic pollutant loading data. Analysis considered and accounted for both planned and implemented regional BMPs by member jurisdictions so that recommendations do not overcompensate in areas where current projects are already functioning, or future projects are already planned.

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RESUME

Samantha Hernandez

ASLA

Lead Landscape Designer

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EXPERIENCE

6 years

EDUCATION

B.S., Landscape Architecture, California Polytechnic University, Pomona - 2020

LICENSES & CERTIFICATIONS

American Society of Landscape Architects

EXPERIENCE SUMMARY

Samantha Hernandez is a Landscape Designer with 6 years of professional experience. She has worked on a diverse number of projects, from active transportation, trails, and public spaces. She has supported projects through conceptual design, public outreach, supporting graphics, and PS&E.

RELEVANT EXPERIENCE

Merced Avenue Linear Park, El Monte, CA

Landscape Designer. This project brings new life to El Monte's Merced Avenue with a new median, bike path, and linear park. The design features native planting, shade trees, stormwater capture, separated walking and biking paths, lighting, furnishings, play features, and space for future public art installations. The project improves neighborhood safety by providing a place to walk and ride bikes that is separated from traffic, while calming vehicular traffic through the introduction of the new median. The project is part of a network of high-quality active transportation corridors that will connect the Rio Hondo Bike, Whittier Narrows, and San Gabriel River.

Central/Jefferson and Quincy Jones Green Alley Networks, Los Angeles

Landscape Designer. This project consists of three green alley networks in South Los Angeles. The design includes stormwater capture via linear infiltration chambers, new landscape areas, decorative surface treatments and interpretive features, new trees, and public art. The alleys enhance public space, provide a safer walking and biking environment, and improved water quality for the neighborhood and region. The project was a partnership between the Trust for Public Land and Los Angeles Sanitation & Environment.

Corona Green Alleys – Corona, CA

Landscape Designer. The projects' goal was to clean and revitalize over 30 alleyways throughout the City of Corona. Features such as solar lighting, concrete and permeable pavement, and wayfinding signage were all included to create a safer and more welcoming alley network for nearby residents. Sam led the solar lighting design for the project, working around overhead utilities, while providing even lighting coverage to enhance public safety. Shields were applied to the lights to prevent overspill into adjacent residential properties.

Merced Avenue Greenway – South El Monte, CA

Landscape Designer. The Merced Avenue Greenway project addresses environmental health issues, including extreme heat and stormwater contamination, and gaps in the active transportation network along a 1.5-mile segment of Merced Avenue. Design work included signing and striping, landscape design, and community outreach.

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RESUME

Pauline Nguyen

PE

Water Resources Engineer

e/ Pauline.Nguyen@craftwater.com

p/ 626.340.3820



EXPERIENCE

4 years

EDUCATION

M.S., Civil Engineering and Environmental Engineering (Environmental Engineering Emphasis), Stanford University (2021)
B.S., Civil Engineering, University of California, Los Angeles (2019)

LICENSES & CERTIFICATIONS

Civil Engineer 56558, California, 1997
Professional Engineer (Civil), CA, No. 95029, 2023
Member, American Society of Civil Engineers
Member (Policy & Permitting Subcommittee and True Source Control Subcommittee), California Stormwater Quality Association

EXPERIENCE SUMMARY

Ms. Nguyen is a water resources engineer with Craftwater Engineering specializing in hydrology, hydraulics, and water quality modeling, analysis, and design. She is passionate about the intersection of water quality and water resources engineering, planning, and environmental policy which currently drives her work at Craftwater. Ms. Nguyen has supported stormwater management, water quality planning, and feasibility studies of pollution control projects in southern California to address a variety of impairments, including metals, bacteria, pesticides, toxic pollutants, and nutrient enrichment. In addition, she has engaged with broad stakeholder groups to propose scientifically defensible policy recommendations for the Safe, Clean Water Program.

RELEVANT EXPERIENCE

Municipal Water Distribution System Modeling and Design for Portola Hills, Orange County, CA

Project Engineer. Designed a gravity-driven municipal water distribution system for the residential community of Portola Hills, located in Orange County, CA utilizing USEPA EPANET software to model an elevated storage tank, pump, and pipe network. Analyzed four demand scenario cases to ensure the design of the system is robust enough to handle different types of situations: 1) emergency for 24 hours, 2) average day for 48 hours, 3) maximum day for 24 hours, and 4) fire flow at two specified junctions for two hours. Ensured pressures and velocities satisfied minimum requirements and design constraints. Made recommendations for tank sizing, pump parameters, pipe placement, and pressure-reducing valve placement and estimated capital and annual O&M costs.

Arrow Highway Stormwater Capture Feasibility Study, Irwindale, CA

Project Engineer. Evaluated the feasibility of installing a subsurface box culvert within the road right-of-way at Arrow Highway based on distance to nearest drainage system, invert elevations, and site topography. Prepared several alternative conceptual layout plans in AutoCAD detailing the existing stormwater utilities, potential relocation of existing stormwater utilities, potential utility alignments, grades, subsurface features, and green street surface features.

Santa Monica Feasibility Studies for Pico-Kenter Outfall and Memorial Park, Santa Monica, CA (2023–present).

Project Engineer. Evaluated trash capture practices at the Pico-Kenter outfall and feasibility of an engineered stormwater treatment facility at Memorial Park.

Memorial Park: Project engineer for evaluating the feasibility of installing an engineered underground storage facility underneath Memorial Park based on distance to nearest drainage system, invert elevations, and site topography. Modeling lead for evaluating different treatment technologies/discharge options, including filtration, discharge to the sanitary sewer system, and coordination with a downstream existing storage tank that treats stormwater via their Advanced Water Treatment Facility. Prepared technical report for client.

CRAFTWATER

PROJECT APPROACH



Culver Boulevard, Culver City, CA

UNDERSTANDING

Craftwater understands that the City of San Fernando is seeking a consultant to provide professional Civil Engineering, Landscape Architecture, Survey, and Geotechnical services to develop Plans, Specifications, and Estimates for Carlisle Street Green Alleys.

The City's high-level goals and objectives for this project are understood to originate from previous planning and outreach work, specifically the Calles Verdes project that began in 2017. Specific details guiding the Carlisle Street project are also driven by the CNRA Urban Greening Grant, and the final design of this project must meet, exceed, or provide viable alternatives to the outcomes promised in that grant application. This grant also includes specific schedule constraints for the project. The city needs a team that has direct experience with all elements involved in this project

Carlisle Street, like most alleys in the region, faces challenges of degraded pavement, graffiti, dumping, and a lack of both transportation and personal safety. This project will work to alleviate these challenges through the addition of new pavement, permeable pavers, bioswales, native landscaping, new sidewalk, traffic circles, lighting, and other improvements to facilitate a more inviting alley that encourages use and improves the local environment. These improvements will include the city parking lot between Coronel and Hollister Streets, repairing highly degraded asphalt, capturing runoff in permeable parking stalls, and providing shade and additional stormwater management with new and enhanced landscaped areas.

Carlisle Street also features a storm drain that conveys runoff from catch basins on streets to the north, from Pico to Omelveny. Capturing this flow prior to it reaching Brand Boulevard can help the City's meet regional stormwater goals.

CRAFTWATER PROVIDES:

1) **Extensive and Innovative experience** with the design and implementation of multibenefit stormwater projects.
2) **Compliance expertise** to meet grant requirements and provide valid alternatives where preferred.
3) **Direct experience** with design for green alleys and green streets that addresses hydrologic, landscape, safety, and community goals.

APPROACH

Craftwater intends to address the goals and objectives for the project stated in the RFP through the following approach. Craftwater also sees the following challenge areas as critical to the project, and each must be met and addressed for the project to be successful in the long term. Our team's approach to addressing these challenges is outlined below. The scope of work that follows this section outlines the specific tasks and deliverables to achieve these goals.

Grant Compliance

The project's grant includes specific quantities, listed in the RFP, that must be incorporated into the design. The grant administrator will expect to see these quantities met in the final design and in final reporting for the project. It is very common for specific quantities that were identified during a grant application to require modification as a project progresses toward final design. This can be due to cost implications, utility conflicts, or public input. Craftwater regularly works with clients to optimize stormwater designs, allowing target quantities to be met while providing a more efficient and often more cost-effective design. Our proposed



Project adjacencies, such as utilities, trees, ramps, fence posts, gates, and signs, will need to be evaluated and approaches for removing, replacing, or designing these features will need to be developed. Due to the aggressive project schedule, the design must be flexible in its approach to highly variable site conditions.

project manager has personal experience helping clients prepare documentation describing project modifications to agencies, explaining how any changes meet or exceed the project goals. There are opportunities in this project to modify and enhance the original concept design, in response to community feedback, cost constraints, and greater stormwater function. We are prepared to conduct the necessary activities, such as preparation of multiple concept designs and hydrologic studies, to help the City get the most successful project outcomes while meeting CNRA expectations.

Project Schedule

The project must meet the deadlines provided by CNRA. This means a project that is ready to advertise for bid by June 30, 2025, with clear and constructible plans that allow for construction to be complete prior to March 1, 2026. This schedule is aggressive and requires the project to move forward smoothly and efficiently, without "learning as we go." The Craftwater team has completed projects that are extremely similar to Carlisle Street, and understands the necessary coordination, means of design, and real-world construction and maintenance demands of this type of project. We will build upon the concepts that we have already begun, pictured in this proposal, and prepare for community workshops immediately in the new year. These concepts will quickly be modified into a final concept for confirmation by project partners and the community. Construction-phase strategies for schedule compliance include working with the contractor and vendors to procure any long lead-time items as early as possible, to minimize RFIs with clear and legible plans, and to be highly responsive to the RFIs that do arise. Craftwater's Pasadena office is nearby and our staff expect to be on-site often during construction to keep the project on track.

Community Engagement

The Craftwater team is prepared to support TreePeople's outreach efforts throughout this project. We have accounted for three workshops, and anticipate heavy outreach at the project outset to help define the project's final design and to introduce project neighbors to the overall goals and eventual impacts of the project. Craftwater rarely conducts a project without community involvement, and produces high quality, legible outreach materials that clearly explain a project's benefits, opportunities for public input, and as a project progresses, how that input was used to shape the final design. We will support TreePeople with both materials, graphics, and staff.

This project also has opportunities to incorporate community input in artistic and interpretive ways. This can be through applications of information and artwork to concrete surfaces, signage, plant selection, discussions of potential public art in traffic circles and adjacent properties, and specific community needs that may arise, such as dog walking, leaf litter, safety, and garden space.

Project Partners

Craftwater has significant experience working with multi-layered project teams that include funding agencies, state, county, and city representatives, non-profits and community groups that may be a project's fiscal agent, manager, and/or conduit to community relationships. We understand that these processes can be complicated, and many competing demands may be placed on a project. By meeting with all project partners, establishing lines of communication, and agreeing on decision-making ability early on, many of these challenges can be averted. This includes also engaging with city maintenance staff, and understanding their needs and limitations, so projects do not need redesign or become maintenance burdens.

Meeting often is also key to keeping project partners on track and engaged in the design process. This project will have biweekly project partner meetings, facilitated by the Craftwater project manager, where any updates to design, schedule, costs, and community feedback can be discussed and incorporated as appropriate. Craftwater will be available as needed between these meetings as well, to discuss issues as they may arise.

Landscape Design

Landscape design will emphasize native, drought-tolerant, and bioswale-appropriate plantings that will provide an attractive identity to the corridor, provide shade, reduce paved areas, and minimize ongoing maintenance needs. Tree species will be chosen for hardiness to pest and disease, species diversity, shade canopy, and community input. Understory plantings will be selected for ability to function in the swales, prevent view obstructions near intersections, and provide aesthetic improvements. Plantings will comply with best practices for visibility at intersections, driveways, and traffic circles. Irrigation will be designed to maximize efficiency and tree root depth while minimizing overspray and waste, and options for using captured stormwater will be explored. Planting palettes will be provided during community workshops to gauge public preferences.

Adjacent Property Design

Nearly all alleys have wide-ranging adjacencies, from walls, fences, and gates to trees, utilities, and private encroachments. Our design must be flexible to accommodate these varied conditions, and targeted outreach must be ready to engage residents where encroachments may need to be relocated. Due to the project's deadlines, it is recommended that a clean edge line is established throughout the project area that allows for variations while allowing for drainage to be redesigned. Access to the alley also varies by parcel, and access must be maintained where properties enter the alley. This will require careful design of circulation, planting, and stormwater systems for continuity and compatibility with existing uses.

Stormwater Design

Craftwater has identified three preliminary approaches to the stormwater infrastructure for this project.

1. Follows the concept plans in the RFP, with permeable pavers adjacent to a bioswale, and a new sidewalk.
2. Is similar to LA City standard plan S-485-0, with pavers in the middle of the alley with water storage underneath. This allows deeper ground disturbance to be focused away from adjacent properties, and additional storage.
3. Places a wide, shallow storage system under the roadway and swale areas, allowing for greater overall storage capacity and shallower excavation. This can be used for passive irrigation, eliminating the need for drip lines. It is also shown with an at-grade pedestrian path on the north side instead of a new sidewalk as a potential cost-saving measure.

Each of these alternatives provides a range of usability, cost, and performance tradeoffs, Craftwater is prepared to discuss and illustrate each of these approaches with the project partners and community. Based upon our preliminary estimates, the project may require strategies to reduce costs in order to remain within the target construction budget.

Options will be explored to connect to the storm drain running down Carlisle Street to tap into a larger runoff area. This may allow runoff from each intersecting street along Carlisle to partially bypass the storm drain system and be captured and reused.

Roadway Crossings

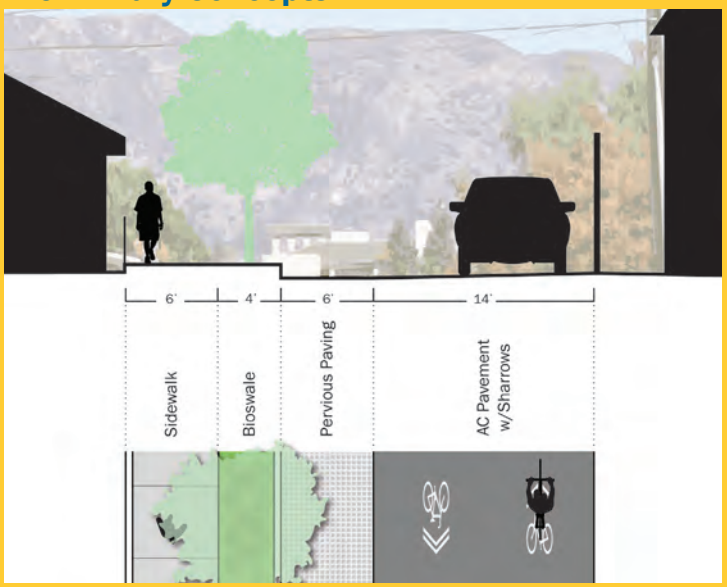
While the RFP contains concept design for traffic circles and new crosswalks at the T-intersections, Craftwater will also evaluate crossing options at the remaining intersections. Craftwater staff have extensive active transportation design experience, and will provide alternative treatments at these locations that are compatible with City standards, enhance safety and visibility, and encourage nonmotorized use of the alley. Signalization is unlikely, and beyond the budget of the project, but signage, traffic calming measures, and high-visibility treatments may be viable alternatives.

Project Management

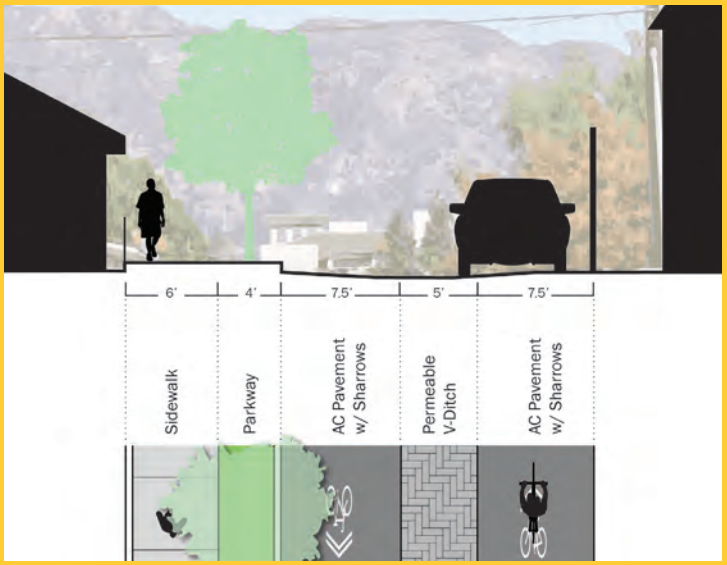
Craftwater works exclusively on public projects, with government and nonprofit clients. Craftwater's project manager, James Powell, will be the main point of contact and work with the City and TreePeople throughout the project duration. Our projects have fixed budgets, often from external sources, so it is critical to maintain efficient processes, clear project goals, and a well-defined workflow, review process, and chain of command with subconsultants and project partners.

Throughout the design process, James will be in regular contact with City staff and project partners to provide updates and seek input on key decision points.

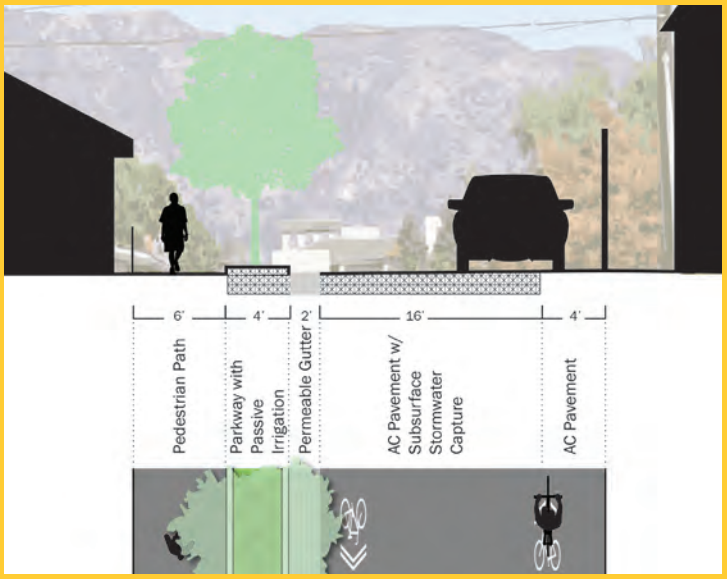
Preliminary Concepts



Section 1: Per RFP, with permeable pavers, sidewalk, and bioswales.



Section 2: With a permeable central v-guttier and subsurface storage.



Section 3: With a street-level path, permeable gutter, subsurface storage, and passive irrigation.

SCOPE

This scope is based upon the information provided in the RFP, Craftwater's understanding of the project needs, and the assumptions that follow this section. It is understood that this scope may change based upon contract negotiations and that the design parameters of the project are contingent on community outreach outcomes.

Task 1: Project Management & Outreach Support

Task 1.1 Kick-off Meeting

Craftwater will facilitate a project kick-off meeting with the City of San Fernando project manager and project partners to confirm and discuss the following:

- Project's overall vision, goals, objectives, and work plan;
- Key points of contact and project partners to include in future meetings;
- Administration and project management expectations (monthly reporting, project completion schedule, invoicing, frequency of status meetings);
- Strategy for public outreach coordination;

Following the Kickoff Meeting, Craftwater will lead a walk of the project area to enable the group to discuss existing conditions and challenges, community desires, and design considerations.

Task 1.2 Project Reporting, Invoicing, Schedule

Craftwater will provide monthly invoices with accompanying documentation as required by the City and the funding source. The project schedule will be updated concurrently, as needed.

Task 1.3 Coordination and Progress Meetings

A recurring monthly meeting will be scheduled between Craftwater and the City to provide updates on project progress, including conformance with the project's goals and grant requirements, design considerations and accompanying long-term maintenance demands, as well as cost implications of these decisions. These meetings are assumed to be virtual, but in-person meetings are available if preferred by the City.

In addition to City meetings, Craftwater will meet biweekly with project partners to confirm alignment with community priorities, identify opportunities to adjust the design to more closely meet community desires, while meeting water quality, community character, and safety objectives.

Craftwater will prepare agendas, presentations, notes, and action items for each of the above meetings.

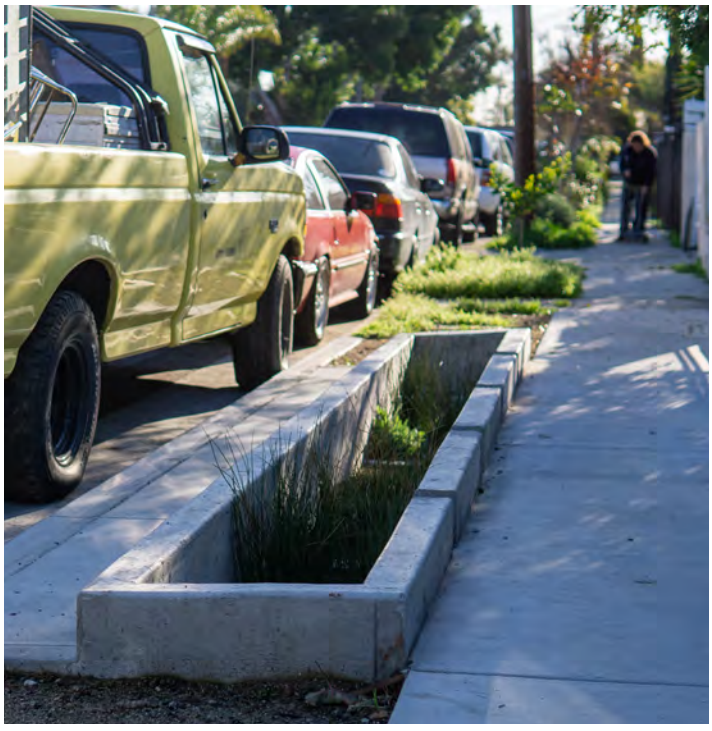
Task 1.4 Community Workshop Materials and Attendance

While understanding that the community outreach portions of this project will be led by TreePeople, Craftwater is committed to representing community priorities in this project, and to clearly communicating project concepts and outcomes to the public.

An anticipated three (3) community workshops will be conducted. Craftwater will provide up to two (2) knowledgeable staff at each, as well as concept/fact sheets, presentation boards, digital artwork, renderings, illustrated concepts, and other materials as appropriate to enhance TreePeople's engagement plans. The first workshop, which should take place early in the project schedule, may present concept alternatives (see Task 3.1), and allow the community to provide input on a range of possible design outcomes. Following workshops can show design progress, obtain confirmation and further input to guide details of the design, and inform project neighbors about anticipated construction schedules.

Task 1 Deliverables

- Kick-off meeting, agenda, site walk, and summary
- Monthly project meetings with City (15)
- Biweekly meetings with project partners (30)
- Monthly invoicing, reporting, and schedule updates
- Materials for and attendance at (3) community workshops



The Central-Jefferson Green Alley project included parkway swales per Los Angeles Green Streets standards.

Task 2: Data Gathering, Site Reconnaissance, and Investigation

Task 2.1 Field Investigation

The team will conduct a site visit to groundtruth preliminary assumptions, record additional details such as red curb areas, obstacles to ADA access, existing curb ramp conditions, above-ground utility locations and sizes, and context at adjacent properties. Outcomes will be recorded via photos and map markup, and plotted in CAD where relevant to the design process. One field visit will follow the project kickoff meeting, and another field visit will take place upon finalization of the project design direction.

Task 2.2 Hydrology Study

Craftwater will research the existing storm drain utilities, contours, hydrologic data, soils, and any other relevant information. Information will be compiled into a GIS geodatabase for the project area.

Research for infiltration feasibility will be included within this task. The infiltration feasibility will be determined using information found related to geotechnical hazards (liquefaction, contamination, etc.), groundwater depth, and NRCS hydrologic soil types.

Our team will delineate drainage areas to the existing storm drain inlets. Using the generated drainage areas, we will utilize HydroCalc input parameters for each individual drainage area delineated (area, flow path, slope, rainfall depth, percent impervious, soil type). The HydroCalc results will be tabulated for the 85th Percentile, 24-hour storm event.

Craftwater will create a GIS map of the project area including delineated drainage areas, land uses, and soil types. These maps will be incorporated into the Hydrology Report.

A suite of BMP options will be considered for possible implementation. Using the results from the HydroCalc model, our team will calculate the total BMP footprint/volume required to capture the 85th percentile, 24-hour storm event for each delineated drainage area. The assumptions of the cross-sectional depths will be provided in a table (ponding depth, soil media depth, and underdrain depth, if applicable).

The results from the above work will be summarized in a brief hydrology report. The report will document the existing conditions and the proposed condition. A draft will be developed and delivered for review whereupon one round of consolidated comments from the City will be addressed and re-submitted as final.

Task 2.3 Topographic and Utility Survey

Craftwater subconsultant, Coast Survey, will conduct survey research and design surveys with cross-sections at 50-foot intervals and locate visible utilities on Carlisle Street from Hollister St. to O'Melveny Ave. and locate visible utilities on Carlisle St. from O'Melveny Ave. to Pico St. The surveys will be tied to County of Los Angeles Horizontal and Vertical Control Networks. Deliverables will be in AutoCAD digital format.

Utilizing USA Dig Alert's website, a comprehensive utility matrix will be developed, which Craftwater will use to request utility atlas/as-built information. The letters to the utility purveyors will be drafted and provided to the City who will submit the letters to the respective providers to ensure fees are not incurred. An alternative is for the City to provide their letterhead to Craftwater to include on the letters and email them directly to the utility purveyors. The atlas information will be used to inform the design layout to minimize conflicts and will be combined with the topographic survey in CAD and incorporated into the final design plans. We will follow up with utility purveyors as needed to make sure responses are received from all utility providers.

Task 2.4 Geotechnical Investigation and Report

Craftwater subconsultant, Ninyo & Moore, will conduct geotechnical services for this project, to evaluate the soil, geologic, groundwater conditions and soil percolation rates to provide geotechnical design and construction recommendations for the project southwest of Hollister Street.



The Merced Avenue Linear Park in El Monte features parallel biking and walking paths in a new median, with stormwater retention areas, seating and gathering areas, native landscaping, and dozens of new trees.

Based on our preliminary review of background documents, the project site is mapped by the State of California (1998) as being underlain by young alluvial deposits consisting of loose to moderately dense, sand, silty sand, and clay. The State (1998) has mapped the historic high depth to groundwater at the site of approximately 50 to 280 feet. The State of California indicates that the site is not located within a mapped Seismic Hazard Zone as being susceptible to liquefaction or within a State of California Earthquake Fault Zone.

The geotechnical analysis will include the following:

- Review of readily available background materials, including published geologic, geotechnical, and groundwater maps and data, seismic hazards maps, stereoscopic aerial photographs, historic topographic maps, and other reports/plans provided by the City and/or client.
- Acquisition of a Los Angeles County Department of Environmental Health (LACDEH) permit for proposed borings deeper than ten feet below the ground surface.
- Site reconnaissance to observe and document the site geologic conditions and to mark the proposed boring locations for clearance by Underground Service Alert (USA).
- Coordination with USA for underground utility location prior to drilling.
- Subsurface exploration consisting of the drilling, sampling, and logging of eight hollow-stem-auger (HSA) borings using a truck-mounted drill rig. Four of the borings will be drilled to depths of up to 15 feet to evaluate the subsurface soil, geologic, and groundwater conditions at the site and the other four borings will be drilled to depths of up to approximately 5 feet for percolation testing. The borings will be drilled to the proposed depths provided below, or refusal, whichever is shallower. The borings will be logged by a representative from our firm. Relatively undisturbed and bulk soil samples will be obtained from the borings at selected intervals and the samples will be transported to our laboratory for testing. The four deeper borings will be backfilled with cement-bentonite grout per the requirements of LACDEH and the four shallower borings will be backfilled with on-site soil.
- Field percolation testing will be performed within the four shallower borings using the “falling-head” method in general accordance with the COLA guidelines (2021).
- Soil cuttings from the drilling will be placed in 55-gallon drums and temporarily stored at a secure location at the site. A representative sample of the drummed soils will be collected and sent to a laboratory for analytical testing to characterize the soil for disposal purposes. Following characterization, the drummed soil will be transported to an off-site disposal facility by a licensed waste-hauler. For planning purposes, we have assumed that four drums of soil will be generated from the drilling.
- Geotechnical laboratory testing of representative soil samples collected from the borings. Laboratory testing is anticipated to include in-situ moisture and dry density, gradation, Atterberg limits, hydro-collapse potential, expansion index, direct shear strength, and soil corrosivity.
- Compilation and review of the collected field and background data.
- Data compilation and geotechnical analysis of data collected from our background review, subsurface exploration, percolation testing, and laboratory testing. Our geotechnical analyses and recommendations will include the following:
- Suitability of the proposed construction from a geotechnical perspective.
- Anticipated soil and geologic conditions and potential geologic hazards at the site.
- Evaluation of the depth to groundwater and potential impacts to the project based on our exploratory borings and readily available groundwater data.
- Evaluation of infiltration rates and suitability of the on-site soils for infiltration.
- Evaluation of the expansion potential of the site materials.
- Site excavation characteristics, including potential for difficult excavations, such as caving and the presence of over-size material (i.e., cobbles and boulders).
- General earthwork and grading considerations, including compaction requirements and suitability of on-site material for use as fill.
- Analysis of the temporary stability of excavations and shoring pressures, including allowable lateral earth pressures and allowable passive pressures.
- Evaluation of pavement sections for use on the project.
- Evaluation of the corrosion potential of the site soils and the appropriate type of concrete to be used during construction.

A geotechnical evaluation report will be prepared that presents findings, conclusions, and recommendations for the project, based on the above work.

Task 2 Deliverables

- Topographic survey
- Utility survey

- Draft and final hydrology report
- Geotechnical evaluation report

Task 3: 30% Design and Estimate

Task 3.1 Preliminary Concept Design and Estimates

Immediately following project kick-off, Craftwater will begin work on three (3) design concepts for the alley. These concepts will strive to provide distinct approaches to stormwater, safety, and landscape. They will reflect community and project partner priorities through previous outreach. Concepts will include bicycle and pedestrian design, stormwater infrastructure, striping, crossings, landscaping, and lighting. The concepts will be provided in a format suitable for community workshops, and included in materials produced for Task 1.4.

Concept plans will be illustrated as best suited to communicate the design intent to the community, project partners, and the city, to include photo simulations, cross sections, and illustrative plans. The concepts will be built upon a deep knowledge of multi-benefit project design, and will consider opportunities to add public art, more stormwater treatment capacity, and interpretive elements. Each concept will be accompanied by rough order of magnitude cost estimate and information on the cost/benefit tradeoffs of varied approaches.

Task 3.2 30% Plans and Estimate

Craftwater will prepare 20-scale 30% concept plans and typical sections to confirm the approved design direction to carry into 60%. The design will follow state, county, and city standards as appropriate. The design will be presented to project partners and the City to review the design and address any questions that may arise. The 30% plans will identify and take into consideration utility conflicts, proposed stormwater approach, planting areas, ADA accessibility, crossings, and other elements that can impact design and cost. A cost estimate will be prepared to accompany this design, to confirm that anticipated project elements fit within the available construction budget. The cost estimate will be based upon bid results received in recent years, vendor and contractor information, and industry standards.

Task 3 Deliverables

- Concept design alternatives (up to 3) and cost estimates
- 30% plans and estimate of preferred concept

Task 4: 60% Plans, Specifications, and Estimate

Following City review and approval of the 30% Plans, Craftwater will prepare PS&E for the 60% submittal as described below. The following are the plan sheets that will be developed as part of the 60% submittal, then refined for 100% submittals and Bid Set.

Title Sheet and General Notes

The Title Sheet will be prepared per City standards. It will include an index to plan sheets, standards, location map, and bench mark references. Abbreviations, symbols and general construction notes and other relevant data will be shown on this sheet.

Typical Cross-Sections

This sheet shows typical cross sections for the alley, with individual sections to show varied conditions.

Layouts

These sheets will show the horizontal layout and vertical profile of the street, curbs, planters, curb ramps, bioswales, stormwater elements, parking layouts, lighting, and existing drainage and utility facilities.

Construction Details

Standard and special details necessary for the project design, including proposed stormwater infrastructure.



It will be critical during this project to communicate with project neighbors about potential construction and long-term impacts of the project, maintain existing alley access points, meet adjacent grades, and protect adjoining property.

Signage and Striping Plans

These sheets will include signage and striping layout and design for the alley and parking lot. These will follow City, Caltrans, and CAMUTCD standards and appropriate references for sign, marking, and striping elements and locations. Plans will identify the standard, size, color and location of each, sign, marking or stripe.

Signage and Striping Details

This will provide details for any nonstandard elements used on the Signage and Striping plans.

Landscape & Irrigation Plans

These plans will show proposed new planting areas, including swales, bioswales, and tree locations, with planting legends detailing the species and size of plant materials. Irrigation plans will show water meter connections, controllers, piping layout, and drip areas. A placeholder sheet for calculations will be provided, and finalized at 100%.

Landscape and Irrigation Details

Details necessary for the project design, including City standards as available, for planting and irrigation equipment.

Specifications

Technical specifications will be provided in outline format at this phase, in accordance with the Standard Specifications for Public Works Construction (Green Book) and/or City standards. The front end specifications will be provided by the city. The outline specifications will correlate with each bid item that appears in the 60% estimate and plans.

Cost Estimate

The cost estimate will be updated with revised quantities and items to match the updated plans.

The 60% PS&E package will be shared with the City and project partners for review, and Craftwater will discuss the documents at a regularly scheduled meeting. Craftwater will integrate comments received on the 60% plans into the 100% deliverable in order to provide efficiency in the project schedule.

Task 4 Deliverables

- 60% Plans
- Specifications outline
- Cost estimate with updated work items and preliminary quantiles

Task 5: 100% Plans, Specifications, and Estimate

The 100% plans will consist of updates and refinements to the 60% plans, based upon City and project partner feedback. These will include final detail on all draft elements in the 60% set, such as irrigation calculations, full technical specifications, and updated bid items and quantities. The 100% PS&E package will be provided for review, and a Final 100% PS&E set will be delivered prior to the next project phase.

Task 5 Deliverables

- Draft 100% plans
- Full specifications
- Updated cost estimate
- Final 100% PS&E

Task 6: Permitting, Bid Set, Bid Support

Task 6.1: Permitting

Craftwater will submit drawings for plan check to the City, as applicable per final design. Plan check and permitting fees are not included in this scope, and are assumed to be waived or the responsibility of the City. Craftwater will respond to plan check comments upon review project partners, and provide updates as needed to procure necessary permits from the City.

Task 6.2: Revisions & Final Bid Documents

Craftwater will incorporate final comments and provide the City with one (1) set of stamped, signed original Plans and Specifications to be used for reproduction and bidding. Final plans will be provided as Mylar prints, and bid schedule and specifications will be provided



Opportunities to integrate interpretive elements, art, poetry, and funding acknowledgments can be identified throughout the project area, without adding significant cost, such as this sandblasted text and decorative pattering in the Central Jefferson Green Alley.

electronically in PDF, and in native Word, Excel and AutoCAD formats.

Task 6.3: Bid Support

Craftwater will attend a pre-bid meeting during this phase and respond to bidder RFIs as received. Should revisions to the construction documents be necessary due to omissions or errors, these will be updated and re-posted accordingly.

Task 6 Deliverables

- Permitting support and city plan check
- Final bid documents
- Pre-bid meeting and bid phase support

Task 7: Construction Support

Craftwater will support the City through construction by responding to RFIs, reviewing submittals, attending construction meetings and field visits, and providing design directives as necessary.

Task 7.1 Pre-Construction Meeting

Craftwater will attend one pre-construction conference and issue revised drawings and/or clarifications following that meetings if necessary.

Task 7.2 Field Visits, RFI and Submittal Responses

Craftwater will attend up to 16 additional construction meetings. Approximately half of these are anticipated to be via video or conference call. The remainder will be on-site and include site walks. During construction, an anticipated 24 RFI responses and 20 submittals will be reviewed. Craftwater will provide RFI and submittal responses via the system chosen by the construction manager.

Task 7.3 Punch List & As-Built Preparation

At the substantial completion of construction, Craftwater will attend a punch list walk, disuses and note any outstanding items, and review any field modifications that were not previously captured via RFI. A list of any final items for revision will be provided to the contractor, and verified upon completion. Craftwater will then work with the contractor in the preparation of as-built drawings, which will be provided to the city in digital format.

Task 7 Deliverables

- Pre-construction meeting
- Field visits during construction
- Responses to contractor RFIs and Submittals (assumes 24 RFI and 20 submittals)
- Punch list walk
- As-built plans



Opportunities will be identified to further the stormwater and greening goals for City Public Lot 9, with permeable parking stalls, a wider median, and subsurface stormwater storage, with potential for reuse to irrigate new planting areas. Stormwater storage may also be possible under impermeable areas of the parking lot, with smaller permeable areas, reducing cost and easing future maintenance burdens upon the City.

ASSUMPTIONS

The following assumptions have guided our approach to this project. Should these assumptions change, Craftwater is happy to discuss alternative approaches.

1. The surface area for the alley and parking lot is over 1.5 acres. While this may not all be disturbed, it is likely that the project will ultimately result in over 1 acre of land disturbance. This would require a SWPPP. Responsibility for SWPPP preparation is recommended to be placed upon the contractor and is not included in the scope of this proposal.
2. All work to be conducted for this project will be in the public right of way. Right of way services are not included in this scope.
3. The municipal infrastructure utilities are sufficient to support the project. Existing utility capacity studies are not included in this scope.
4. Irrigation points of connection are readily accessible from Carlisle Street or intersecting roadways.
5. Lighting is anticipated to be solar as a means to reduce complexity, cost, and subsurface disturbance. Should hard-wired lighting be preferred, scope may be modified.
6. Lighting foundations will be provided as standard plans. New structural design is not included.
7. Retaining walls and site walls over four feet tall are not anticipated or included in this scope.
8. Survey and Geotechnical services are provided for Carlisle Street from Hollister Street to O'Melveny Avenue. Survey and Geotechnical information for areas beyond this are to be provided by the City.
9. Utility survey will cover the full project area.
10. The horizontal and vertical location and size of existing on-site utilities will be determined from available record drawings and/or site surveys.
11. There are no major utilities that will require relocation as a part of this project. Utility poles will be protected-in-place. Manholes will be adjusted to grade as necessary.
12. Survey subject areas will be accessible and clear of obstructions at the requested time of survey (if access coordination is needed prior to survey, City will provide needed information). Survey field work will occur during normal business hours.
13. Craftwater assumes that the City of San Fernando will provide all permits required for survey and geotechnical work at no cost to the Craftwater team.
14. The Craftwater team will not be responsible for utilities encountered during drilling that have not been marked out by Underground Service Alert (USA), shown on provided plans, or physically indicated in the field by the Client.
15. It is assumed that site work will be performed during normal working hours, i.e., 7am to 5pm. Craftwater expects that the City will not impose working hours restrictions in order to expedite the percolation testing schedule. If the City has limitations on the working hours, the length of time assumed for the site work will be extended, increasing the cost.
16. Site access will be granted, and drilling equipment will be able to mobilize to the proposed exploration locations during normal working hours (Monday through Friday, 7:00 a.m. to 5:00 p.m.) and will not involve work on weekends or holidays.
17. Traffic control will be performed in general accordance with the California WATCH manual. Traffic control plans will not be needed to perform our services.
18. Utility plans will be used to plot proposed boring locations for utility clearance. Ninyo & Moore will not be responsible for damage to utilities not shown on the plans nor marked out by Underground Service Alert or City representatives.
19. An on-site source of water will be available for use during our field percolation testing.
20. Geotechnical subcontractors will be subject to prevailing wage requirements.
21. Drummed soil cuttings will be characterized as non-hazardous. Additional fees will apply if the soils are characterized as being hazardous.
22. A secure location will be provided on-site to store the drums during characterization of the soil cuttings.
23. Our scope of services does not include groundwater modeling or mounding analyses for the project.

CONTRACT NO. 2333
EXHIBIT "B"

CRAFTWATER

PROJECT WORK SCHEDULE



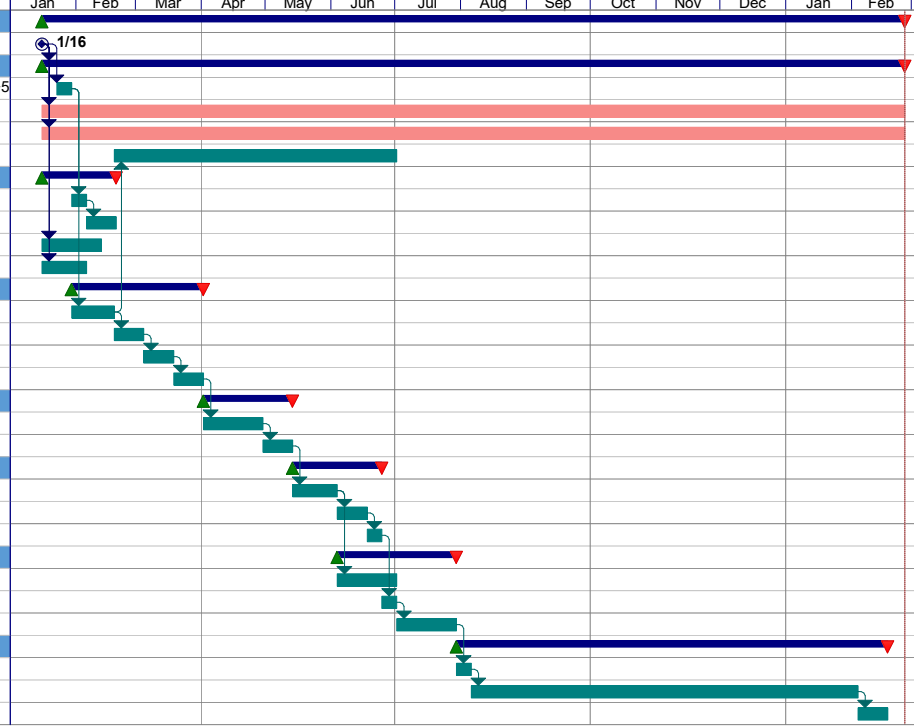
Alondra Park Stormwater Project, Lawndale, CA

CONTRACT NO. 2333
EXHIBIT "B"

PROPOSED PROJECT WORK SCHEDULE

PROJECT SCHEDULE FOR
CARLISLE STREET GREEN ALLEY PROJECT

ID	TASK NAME	DUR	START	FINISH	Predec
1	**CARLISLE STREET GREEN ALLEY PROJECT**	**290 d**	**Thu 1/16/25**	**Wed 2/25/26**	
2	**City issues Notice to Proceed**	**0 d**	**Thu 1/16/25**	**Thu 1/16/25**	
3	**Task 1. Project Management**	**290 d**	**Thu 1/16/25**	**Wed 2/25/26**	2
4	Task 1.1. Kick-off Meeting	5 d	Thu 1/23/25	Wed 1/29/25	2FS+5
5	Task 1.2. Project Reporting, Invoicing, Schedule	290 d	Thu 1/16/25	Wed 2/25/26	2
6	Task 1.3. Coordination and Progress Meetings	290 d	Thu 1/16/25	Wed 2/25/26	2
7	Task 1.4. Community Workshop Materials and Attendance	95 d	Wed 2/19/25	Tue 7/1/25	14
8	**Task 2. Data Gathering, Site Reconnaissance, & Investigation**	**25 d**	**Thu 1/16/25**	**Wed 2/19/25**	
9	Task 2.1. Field Investigation	5 d	Thu 1/30/25	Wed 2/5/25	4
10	Task 2.2. Hydrology and Hydraulics Analysis	10 d	Thu 2/6/25	Wed 2/19/25	9
11	Task 2.3 Topographic and Utility Survey	20 d	Thu 1/16/25	Wed 2/12/25	2
12	Task 2.4 Geotechnical Investigation and Report	15 d	Thu 1/16/25	Wed 2/5/25	2
13	**Task 3. 30% Design and Estimate**	**44 d**	**Thu 1/30/25**	**Tue 4/1/25**	
14	Task 3.1 Preliminary Concept Design and Estimates	14 d	Thu 1/30/25	Tue 2/18/25	4
15	City Review	10 d	Wed 2/19/25	Tue 3/4/25	14
16	Task 3.2 30% Plans and Estimate	10 d	Wed 3/5/25	Tue 3/18/25	15
17	City Review	10 d	Wed 3/19/25	Tue 4/1/25	16
18	**Task 4. 60% Plans, Specifications, and Estimate**	**30 d**	**Wed 4/2/25**	**Tue 5/13/25**	
19	Task 4.1. 60% Plans, Specifiations, and Estimate	20 d	Wed 4/2/25	Tue 4/29/25	17
20	City Review	10 d	Wed 4/30/25	Tue 5/13/25	19
21	**Task 5. 100% Plans, Specifications, and Estimate**	**30 d**	**Wed 5/14/25**	**Tue 6/24/25**	
22	Task 5.1. Draft 100% Plans, Specifications, and Estimate	15 d	Wed 5/14/25	Tue 6/3/25	20
23	City Review	10 d	Wed 6/4/25	Tue 6/17/25	22
24	Task 5.2. Final 100% Plans, Specifications, and Estimate	5 d	Wed 6/18/25	Tue 6/24/25	23
25	**Task 6. Permitting, Bid Set, Bid Support**	**40 d**	**Wed 6/4/25**	**Tue 7/29/25**	
26	Task 6.1 Permitting Support and City Plan Check	20 d	Wed 6/4/25	Tue 7/1/25	22
27	Task 6.2 Revisions & Final Bid Documents	5 d	Wed 6/25/25	Tue 7/1/25	24
28	Task 6.3 Bid Support	20 d	Wed 7/2/25	Tue 7/29/25	27
29	**Task 7. Construction Support**	**145 d**	**Wed 7/30/25**	**Tue 2/17/26**	
30	Task 7.1 Pre-Construction Meeting	5 d	Wed 7/30/25	Tue 8/5/25	28
31	Task 7.2 Field Visits, RFI and Submittal Responses	130 d	Wed 8/6/25	Tue 2/3/26	30
32	Task 7.3 Punch List & As-Built Preparation	10 d	Wed 2/4/26	Tue 2/17/26	31



CRAFTWATER

FEE ESTIMATE



Ferndell, Griffith Park, Los Angeles, CA

PROPOSED FEE ESTIMATE

FEE PROPOSAL FOR:	Carlisle Street Green Alley
This proposal valid for 90 days following submittal date of 11/20/2024	City of San Fernando

Task Description	CRAFTWATER ENGINEERING INC										ODCs	SUBCONTRACTORS (10% MARKUP)			
	Principal (Oliver Galang)	Project Administrator (Rachel McFerrin)	Project Manager (James Powell)	Civil Design Manager (Courtney Semlow)	Sr Hydrologist (Thom Epps)	Associate Engineer (Pauline Nguyen)	Junior Engineer (Heather Kurtzman)	Landscape Designer (Sam Hernandez)	Total Labor Hours	Total Labor Effort	ODCs	Survey (Coast)	Geotech (Ninyo & Moore)	Total Subconsultant	TOTAL EFFORT
Billing Rates	**286**	**172**	**236**	**236**	**201**	**195**	**154**	**154**							
Task 1. Project Management															
Task 1.1. Kick-off Meeting	2		4	2		2		2	12	2,686		-	-	-	2,686
Task 1.2. Project Reporting, Invoicing, Schedule		16	16						32	6,528		-	-	-	6,528
Task 1.3. Coordination and Progress Meetings	4		32	16		16			68	15,592	400	-	-	-	15,992
Task 1.4. Community Workshop Materials and Attendance	1		20			12	18	40	91	16,278	400			-	16,678
SUBTOTAL Task 1. Project Management	**7**	**16**	**72**	**18**	**-**	**30**	**18**	**42**	**203**	**41,084**	**800**	**-**	**-**	**-**	**41,884**
Task 2. Data Gathering, Site Reconnaissance, & Investigation															
Task 2.1. Field Investigation	2		6	2		6	6	6	28	5,478	200	-	-	-	5,678
Task 2.2. Hydrology Study	2		2	2	8	60			74	14,824				-	14,824
Task 2.3 Topographic and Utility Survey			2	2		8	40		52	8,664		27,500	-	27,500	36,164
Task 2.4 Geotechnical Investigation and Report			4			6			10	2,114		-	49,500	49,500	51,614
SUBTOTAL Task 2. Data Gathering, Site Reconnaissance, & Investigation	**4**	**-**	**14**	**6**	**8**	**80**	**46**	**6**	**164**	**31,080**	**200**	**27,500**	**49,500**	**77,000**	**108,280**
Task 3. 30% Design and Estimate															
Task 3.1 Preliminary Concept Design and Estimates	1		6	2	8	20		60	97	16,922		-	-	-	16,922
Task 3.2 30% Plans and Estimate	1		4	2	12	8	30	70	127	21,074		-	-	-	21,074
SUBTOTAL Task 3. 30% Design and Estimate	**2**	**-**	**10**	**4**	**20**	**28**	**30**	**130**	**224**	**37,996**	**-**	**-**	**-**	**-**	**37,996**
Task 4. 60% Plans, Specifications, and Estimate															
Task 4.1. 60% Plans, Specifiations, and Estimate	4		30	20	8	80	160	110	412	71,732		-	-	-	71,732
SUBTOTAL Task 4. 60% Plans, Specifications, and Estimate	**4**	**-**	**30**	**20**	**8**	**80**	**160**	**110**	**412**	**71,732**	**-**	**-**	**-**	**-**	**71,732**
Task 5. 100% Plans, Specifications, and Estimate															
Task 5.1. Draft 100% Plans, Specifications, and Estimate	2		16	8		30	60	40	156	27,486		-	-	-	27,486
Task 5.2. Final 100% Plans, Specifications, and Estimate	2		8	4		8	38	30	90	15,436		-	-	-	15,436
SUBTOTAL Task 5. 100% Plans, Specifications, and Estimate	**4**	**-**	**24**	**12**	**-**	**38**	**98**	**70**	**246**	**42,922**	**-**	**-**	**-**	**-**	**42,922**
Task 6. Permitting, Bid Set, Bid Support															
Task 6.1 Permitting Support and City Plan Check			4	16		20			40	8,620		-	-	-	8,620
Task 6.2 Revisions & Final Bid Documents	2		8	6		8	20	40	84	14,676	400	-	-	-	15,076
Task 6.3 Bid Support			6	2			16	12	36	6,200		-	-	-	6,200
SUBTOTAL Task 6. Permitting, Bid Set, Bid Support	**2**	**-**	**18**	**24**	**-**	**28**	**36**	**52**	**160**	**29,496**	**400**	**-**	**-**	**-**	**29,896**
Task 7. Construction Support															
Task 7.1 Pre-Construction Meeting			6	4		4			14	3,140	200	-	-	-	3,340
Task 7.2 Field Visits, RFI and Submittal Responses	2		24	16		30	20	40	132	25,102	1,200	-	-	-	26,302
Task 7.3 Punch List & As-Built Preparation	1		6	2		16	20	16	61	10,838		-	-	-	10,838
SUBTOTAL Task 7. Construction Support	**3**	**-**	**36**	**22**	**-**	**50**	**40**	**56**	**207**	**39,080**	**1,400**	**-**	**-**	**-**	**40,480**
GRAND TOTAL (Not-to-Exceed)	**26**	**16**	**204**	**106**	**36**	**334**	**428**	**466**	**1,616**	**293,390**	**2,800**	**27,500**	**49,500**	**77,000**	**373,190**

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Mary Mendoza and Councilmembers

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

Date: January 6, 2025

Subject: Discussion and Consideration Regarding an Update on the Preparation of a New Memorandum of Understanding with the Mall Association to Support and Facilitate an Effective Downtown Mall Association

RECOMMENDATION:

It is recommended that the City Council:

a. Receive an update on preparing a new Memorandum of Understanding ("MOU") with the Mall Association to Support and Facilitate an Effective Downtown Mall Association;

b. Appoint the Economic Development/Downtown Master Plan Ad Hoc Committee to work collaboratively with City staff and the Mall Association Board in drafting the new MOU; and

c. Provide direction to staff, as appropriate.

BACKGROUND:

1. On November 22, 1965, the City adopted Ordinance No. 912 (Attachment "A"), establishing Parking and Business Improvement Area A to manage parking infrastructure within defined boundaries. Proceeds were designated for maintaining and operating district parking lots and on-street parking meters, paying off bond obligations (retired by 1983), and fulfilling other financial obligations tied to parking revenues. Any excess funds were allocated for acquiring, constructing, and maintaining additional parking facilities within the area. The ordinance also allowed payments for obligations specific to Parking District No. 1 under Resolution No. 3193.

2. On November 4, 1968, the City adopted Ordinance No. 973 (Attachment "B"), establishing Parking and Business Improvement Area B to promote retail trade and public engagement. Proceeds were used for cleaning and maintaining the pedestrian mall, advertising, sales promotions, public music, and events like art shows and festivals. Funds also supported decorating public spaces and, after deducting a 5% administrative fee, were allocated to entities contracted to carry out these promotional activities. This ordinance focused on enhancing the area's commercial appeal and fostering community involvement.

3. On September 5, 1984, Mall Assessment District, Inc., was incorporated as a California non-profit mutual benefit corporation for the sole purpose of administering the parking and business improvement district established by Ordinance No. 973.

4. On December 17, 1984, the City executed Contract No. 768 (Attachment "C") with Mall Assessment District, Inc. ("Mall Association"), to perform the activities under Ordinance No. 973, except for mall maintenance, which was reserved to the City. The Mall Association was required to submit annual programs and budgets for approval, provide biannual activity reports, and operate on a reimbursement basis with a $1,000 cash fund advanced by the City for operating expenses. Additionally, the Mall Association was permitted to engage in fundraising activities.

5. Since 2013, there have been a number of efforts to establish a Property Based Improvement District ("PBID") to replace the Business Improvement Areas. Due to various circumstances, none of these efforts have moved forward.

6. As part of the review of City Council priorities during the Fiscal Year (FY) 2018-2019 Budget process, staff began working with the Mall Association Board to review the merits of a PBID and the process to establish a PBID.

7. On April 15, 2019, the City Council received a presentation on the current Mall Maintenance Assessments and the process for establishing a PBID. No clear direction was provided and staff committed to return at a future City Council meeting with additional information.

8. On August 5, 2019, the City Council received a follow-up presentation and gave staff direction to suspend current efforts to form a PBID, work with the Mall Association to review the existing Downtown Mall Business Improvement District ("BID") established through Ordinance No. 912 and Ordinance No. 973, and develop recommendations to increase the BID's effectiveness.

9. On December 2, 2019, the City Council received an update regarding efforts to work with the Mall Association to draft a successor Memorandum of Understanding to support and facilitate an effective Downtown Mall Association.

ANALYSIS:

A Memorandum of Understanding (MOU) between the Mall Association and the City is an important tool to foster collaboration, accountability, and a shared vision for the economic and cultural vitality of the Downtown Mall area. The MOU clearly defining roles, responsibilities, and expectations, to provide a structured framework that ensures alignment between both parties in achieving common goals such as economic development, enhanced public spaces, and an improved shopping experience for residents and visitors. It also helps mitigate potential conflicts by providing a framework for communication and decision-making, ensuring that maintenance,

funding, and operational responsibilities are effectively managed. Ultimately, an MOU strengthens the partnership, enabling a unified approach to achieving mutual objectives that benefit the local economy and community.

The existing agreement, adopted in 1984, has served its purpose for decades, but no longer reflects the current needs and priorities of the Mall Association Area ("Downtown Mall Area"). Its general framework is outdated and inadequate to address modern challenges and opportunities, highlighting the importance of revising the MOU to incorporate contemporary best practices in BID management. To support this effort, in 2019, the Mall Association engaged Urban Place Consulting Group, Inc., a firm specializing in downtown management and BID operations, to review the current agreement and recommend updates. The proposed revisions intend to address key areas such as board structure, financial accountability, city participation, maintenance standards, and merchant engagement, ensuring the BID operates as a leadership organization that maximizes its impact on the Downtown Mall Area.

With input from Urban Place, the following components have been identified as areas of focus for a successor MOU:

- **Board Structure and Representation:**
  - Define eligibility, the number of members, and the scope of Board responsibilities.
  - Increase merchant participation and feedback through greater outreach efforts.

- **City Participation:**
  - Include City staff as Board members to improve coordination on maintenance issues and joint marketing events.

- **Operating Transparency:**
  - Require regular, public Board meetings with accessible locations and properly agendized sessions.

- **Financial Accountability:**
  - Submit an annual budget plan, monthly Treasurer's Reports, and regular account reconciliations to the City.

- **Merchant Support:**
  - Streamline access to BID revenues to boost marketing and event coordination.

- **Enhanced Maintenance:**
  - Develop a detailed schedule for maintenance activities in the Downtown area, particularly the Pedestrian Mall and parking lots.
  - Assign a City staff liaison to oversee maintenance concerns.

Special Event

Another important component of the new MOU is its approach to event management in the Mall Association area. Events like the San Fernando Outdoor Market, originally established during the COVID-19 pandemic to support outdoor business operations, have become a cornerstone for the community. The Outdoor market is organized and managed by the Mall Association Board and the City provides street closures at no cost to support outdoor services during the pandemic. The new MOU will formalize responsibilities for organizing such events, including costs related to street closures, traffic control, and public safety personnel.

Responsibilities

The revised MOU will also outline specific responsibilities for both the City and the Mall Association. For the City, this includes:

1. **Reimbursement:** The City will reimburse the Mall Association for eligible costs related to events and promotional activities in the district, subject to the availability of District tax funds and compliance with the MOU.
2. **Payment Timelines:** Payments will be processed within 45 days of receiving expense reports, provided sufficient funds are available.
3. **Tax Revenue Estimates:** Annually project tax revenues from businesses in the district.
4. **Administrative Costs:** Deduct a percentage of tax revenue for administrative expenses.

Mall Association's responsibilities include:

1. **Activity Reimbursement:** Seek reimbursement only for eligible, non-fundraising activities that promote businesses in the district.
2. **Annual Work Plan:** Submit an annual Work Plan with clear goals, event schedules, project plans, and budgets.
3. **Financial Reporting:** Provide semiannual Income and Expense Statements and an Annual Financial Report.
4. **Audits and Records:** Maintain proper accounting systems and retain records for audit purposes.
5. **General Meetings:** Notify the City of general membership meetings and allow City representatives to attend.

Ultimately, a new MOU will be created to develop a stronger partnership between the City and the Mall Association, leveraging the Mall Association collective resources and expertise to create a vibrant, thriving downtown. By incorporating clear guidelines, updated policies, and contemporary best practices, the MOU will serve as an important tool for aligning efforts, mitigating potential conflicts, and driving sustainable economic growth in the Downtown Mall area. To advance this initiative, staff recommends that the City Council appoint the Economic Development/Downtown Master Plan Ad Hoc Committee to work collaboratively with City staff and the Mall Association Board in drafting the new MOU. This partnership will ensure that the

updated agreement reflects the shared priorities and objectives of all stakeholders, setting the stage for a revitalized and lively downtown that benefits the entire community.

BUDGET IMPACT:

Working with the Mall Association to review the current agreement and develop recommendations to improve effectiveness of the current agreement is included in the Fiscal Year 2024-2025 work program for the City Manager's Office. Funding to provide operating, marketing, and event planning activities by the Mall Association is provided through the BID Assessment paid annually by the merchants located on the Pedestrian Mall through the Business License renewal process.

Funding to maintain and construct improvements in the Downtown parking lots and Pedestrian Mall is provided through the Parking and Maintenance Assessment paid annually by all businesses located in the Downtown area through the Business License renewal process.

The table below outlines a five-year history of revenue generated from each assessment. The Mall Maintenance Levy (authorized by Ordinance No. 973 in 1968) is recorded as revenue directly into the General Fund to offset the maintenance activities provided by City staff.

Description	2021* Actual	2022 Actual	2023 Actual	2024 Actual	2025 Estimated
Mall Maintenance Levy	$29,024	$50,113	$44,090	$47,200	$45,000
Mall Association Promotional Fees	$37,917	$46,413	$42,647	$41,809	$40,000
Parking Lot Maintenance	$21,979	$56,007	$57,841	$59,912	$55,000
Total Assessment Funding:	**$88,919**	**$152,533**	**$144,579**	**$148,921**	**$140,000**

Note that fees received in Fiscal Year 2020-2021 were still impacted by the COVID-19 pandemic.

CONCLUSION:

Staff recommends that the City Council receive an update on creating a new MOU with the Mall Association, appoint the Economic Development/Downtown Master Plan Ad Hoc Committee to work collaboratively with City staff and the Mall Association Board in drafting the new MOU, and provide direction to staff, as appropriate.

ATTACHMENTS:

A. Ordinance No. 912
B. Ordinance No. 973
C. City Contract No. 768
D. Map of Mall Assessment District

ATTACHMENT "A"

ORDINANCE NO. 912

AN ORDINANCE OF THE CITY OF SAN FERNANDO ESTABLISHING A PARKING AND BUSINESS IMPROVEMENT AREA, FIXING THE BOUNDARIES THEREOF, AND FIXING THE INITIAL RATE OF INCREASE OR ADDITIONAL LEVY OF THE LICENSE TAX TO BE IMPOSED ON THE BUSINESSES IN SUCH AREA.

The Council of the City of San Fernando does ordain as follows:

SECTION 1: Authority. The proceedings taken in this proceeding are taken pursuant to the authority of the "Parking and Business Improvement Area Law of 1965" as added to the Streets and Highways Code by Statutes 1965, Chapter 241, being Sections 36,000 et seq. of the Streets and Highways Code.

SECTION 2: Resolution of Intention. This ordinance is adopted pursuant to that certain Resolution of Intention adopted by this City Council, being Resolution No. 4040, adopted on the 25th day of October, 1965, and entitled "A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN FERNANDO DECLARING ITS INTENTION TO FORM A PARKING AND BUSINESS IMPROVEMENT AREA TO BE KNOWN AS "PARKING AND BUSINESS IMPROVEMENT AREA A OF THE CITY OF SAN FERNANDO", FIXING THE TIME AND PLACE FOR HEARING, AND GIVING NOTICE THEREOF." which Resolution of Intention was adopted by the City Council and proceedings thereunder taken pursuant to the authority of said "Parking and Business Improvement Area Law of 1965".

SECTION 3: Notice and Hearing. Said Resolution No. 4040 was published and mailed as provided by law, and a hearing thereon was held by the City Council on November 15, 1965 at the hour of 7:30 o'clock P.M. in the Council Chambers of the City Council of said City of San Fernando, in

the City Hall, 117 Macneil Street, San Fernando, California.

SECTION 4: Protests and Action Thereon. At the hearing provided for by said Resolution No. 4040 and as set forth above, all persons desiring to be heard were heard and all protests and objections made or filed were fully heard and the same have been overruled and denied by order of the City Council entered on its minutes, and said hearing has been duly concluded.

SECTION 5: Protests Less Than Majority. The City Council has determined, by order entered on its minutes, that objections or protests objecting to and protesting the formation of said area have not been made by businesses in the proposed area which pay a majority of the taxes within the area under the general business license tax of the City.

SECTION 6: Name. The name of the parking and business improvement area hereby created and established is "PARKING AND BUSINESS IMPROVEMENT AREA A OF THE CITY OF SAN FERNANDO", hereinafter for brevity and convenience sometimes referred to as "Area".

SECTION 7: Area Description. A description of the exterior boundaries of said "Parking and Business Improvement Area A of the City of San Fernando" hereby created and established is:

> Beginning at the intersection of the centerline of Truman Street, 80 feet wide, with the northeasterly prolongation of centerline of Mission Boulevard, 60 feet wide, as described in final order of condemnation entered in Case No. SF C-472 Superior Court of Los Angeles County, a certified copy of said final order being recorded in Book 36483, pages 416-418 Official Records of said County; thence southeasterly along the centerline of said Truman Street to a point of intersection with the northeast prolongation of the Southeast line of Lot 14, Block "C", Porter Land & Water Co.'s Resurvey of the City of San Fernando, as per map recorded in Book 34, Pages 65 & 66 of Miscellaneous Records in the Office of the County Recorder of said County; thence southwesterly along said northeasterly prolongation and along said southeast line and southwest prolongation thereof to centerline of San Fernando Road, 80 feet wide; thence northwest along said centerline of San Fernando Road to the northeasterly prolongation of the southeast line of Lot 17, Block 2,

Porter Land & Water Co.'s Resurvey of the City of San Fernando, as per map recorded in Book 34, pages 65 & 66 of Miscellaneous Records of said County; thence southwesterly along said prolongation and along the southeast line of Lots 17 and 24 in said Block 2, and continuing southwesterly parallel to Chatsworth Drive to centerline of Pico Street, 60 feet wide; thence southeasterly along said centerline to northeast prolongation of southeast line of Lots 8, 9, 10, and 11, Block 22 of said Porter Land & Water Co.'s Resurvey; thence southwesterly along said northeasterly prolongation, along said southeast line and the southwesterly prolongation thereof to centerline of Coronel Street, 60 feet wide; thence northwesterly along said centerline to northeast prolongation of southeast line of Lots 1, 2, and 3, Tract 1803, as per map recorded in Book 21, page 113 of Maps, Records of said County; thence southwesterly along said prolongation and said southeast line to northeast line of Lot 4 of said Tract No. 1803; thence northwesterly along said northeast line, 32.5 feet; thence southwesterly parallel with Chatsworth Drive, to centerline of Hollister Street, 60 feet wide; thence northwesterly along said centerline of Hollister Street to the centerline of Maclay Avenue, 60 feet wide, formerly Newmark Street, as said Avenue is shown on map of Porter Land & Water Co.'s Resurvey of Town of San Fernando recorded in Book 34, pages 65 & 66 of Miscellaneous Records in said office of County Recorder; thence northeast along said centerline of Maclay Avenue, 60 feet wide, to the southeasterly prolongation of the southwest line of Lots 1 to 20, Block 25 of said Porter Land & Water Co.'s Resurvey; thence northwesterly along said southeasterly prolongation and said southwest line, and along the northwesterly prolongation thereof to the centerline of Mission Boulevard, 80 feet wide, as shown on map of Tract 5247, recorded in Book 58, page 14 of Maps in said office of County Recorder; thence northeast along said centerline of Mission Boulevard , to centerline of San Fernando Road, 80 feet wide; thence southeast along said centerline of San Fernando Road to centerline of Mission Boulevard, as described in said final order of condemnation in Case No. SF C-472; thence northeast along said centerline of Mission Boulevard to point of beginning.

SECTION 8: Businesses Subject to Additional Tax. All businesses within the boundaries of said Area as described herein, not exempt by law, will be subject to the provisions of the additional tax imposed by this ordinance.

SECTION 9: Rate of Increase or Additional Levy of License Tax. The initial rate of increase or additional levy of the business license tax on all businesses conducting their activities in the "Area", which is in addition to the ordinary license tax imposed upon such businesses by Chapter 12 of "The Code of the City of San Fernando, California 1957" is hereby fixed and

established at the rates as set forth by the following schedule:

(1) CLASS I BUSINESSES:

a. Retail Businesses

b. Wholesale Businesses

c. Manufacturing Businesses

d. Manufacturing Dealers

e. Telephone Service Businesses

f. Savings and Loan Associations

g. Card Rooms, Social Card Rooms, and Card Schools

Businesses in this class shall be taxed three times their ordinary business license tax or Fifty Dollars ($50.00), whichever is greater, with a maximum license tax of One Thousand Dollars ($1,000.00).

(2) CLASS II BUSINESSES:

a. Independent Contractors

b. Detective Agencies

c. Employment or Booking Agencies

d. Freight Forwarders or Warehousemen

e. Leasing or Renting Tangible Personal Property

f. Masseurs

g. Auto and Appliance Repair Shops

h. Trade and Business Schools

i. Hotels, Apartment Houses, Motels, Rooming or Boarding Houses

j. Advertising Agencies

k. Undertakers

l. Contractors

Businesses in this class shall be taxed twice their ordinary business license tax or Fifty Dollars ($50.00), whichever is greater, with a maximum of One Thousand Dollars ($1,000.00).

(3) CLASS III BUSINESSES:

a. Laundries, Self-Service Laundries, Cleaning and Dyeing Businesses or Agents therefor

b. Non-Profit Organizations Selling New and/or Used Merchandise

c. Music Teachers

d. Shoe Repair Shops

e. Newspapers and Job Printing Plants

f. Personal Loan Companies

g. Pawn Brokers

Businesses in this class shall be taxed one time their ordinary business license tax, if any, or Fifty Dollars ($50.00), whichever is the greater.

(4) CLASS IV BUSINESSES:

a. Pool and Billiard Rooms

b. Bowling Alleys

c. Amusement Arcades

d. Theatres

Businesses in this class shall be taxed in the amount of Two Hundred Dollars ($200.00).

SECTION 10: Area Constituted and Established. Said "Parking and Business Improvement Area A of the City of San Fernando" is hereby fully constituted and established.

SECTION 11: Uses of Proceeds. The uses to which the proceeds from the additional tax revenue realized from the rate of increase or additional levy of license tax, as herein provided, will be put are:

(1) Pay rental for the offstreet vehicle parking lots located in "Parking District No. 1 of the City of San Fernando" sufficient in amount that after making due allowance for contingencies and error in estimates,

the "gross revenues from the operation of district parking places" and the "gross revenues from offstreet meters" as such phrases are used in Resolution No. 3193, adopted July 6, 1959, will together be an amount at least sufficient to pay when due the financial obligations of said "Parking District No. 1 of the City of San Fernando", including obligations set forth and referred to in Covenant 11 of Section 20 of said Resolution No. 3193, which obligations are to pay the following:

(a) "Necessary and reasonable maintenance and operation costs of the district parking places" and "necessary and reasonable onstreet parking meter expenses";

(b) The interest on the bonds as the same shall become due and payable;

(c) The principal of the bonds as the same shall mature and fall due;

(d) All payments required to be made into the Reserve Fund as required by Section 18 of said Resolution No. 3193;

(e) All payments required to meet any other obligations of the City which are charges, liens, or encumbrances upon or payable from the "gross revenues from onstreet parking meters" or "gross revenues from the operation of the district parking places".

(2) To pay as rental for the said offstreet parking lots in said Parking District No. 1 such additional sums as may be required from time to time to meet and pay any other financial obligations of "Parking District No. 1 of the City of San Fernando" as such obligations are set forth and contained in Resolution No. 3193, adopted July 6, 1959.

(3) Any excess proceeds remaining after meeting the financial obligations set forth in the preceding paragraphs shall be used for the acquisition, construction, and maintenance of new or additional vehicle parking facilities within said "Area".

SECTION 12: Definitions and Classifications of Businesses. The definitions and classifications of businesses referred to in this ordinance shall be determined by the definitions and classifications as set forth in Chapter 12 of "The Code of the City of San Fernando, California 1957".

SECTION 13: Credit. Any business referred to in this ordinance which is liable for an increase or additional levy of license tax hereunder shall be entitled to a credit against such increase or additional levy of license tax equal to one-half the amount of such increase or additional tax if such business:

(1) Provides free offstreet vehicular customer parking in full conformance with the vehicle parking requirements specified under zoning Ordinance No. 423, adopted December 26, 1945, as amended; or

(2) Payment for said business has been made in full into the in lieu parking fund for vehicle parking as required by said Ordinance No. 423.

SECTION 14: Collection of Additional Tax. The collection of the increase or additional levy to the license tax levied and imposed by this ordinance shall be made at the same time and in the same manner as the ordinary business license tax of the City under the provisions of Chapter 12 of "The Code of the City of San Fernando, California 1957"; and such increase or additional levy of license tax imposed hereunder shall be computed in the manner provided in said Chapter 12 for each business, but according to the schedule set forth herein, and shall be due and payable as provided in said Chapter 12 of said Code.

SECTION 15: New Business in Area. Any new business in the "Area" shall be assessed in accordance with its classification, provided that in the event only a portion of the calendar year remains, the tax levied hereunder shall be prorated in accordance with the proportion that the number of

months (or major portion of any month) remaining in the calendar year bears to the 12 months of the calendar year.

SECTION 16: Refund of Additional Tax. In the event a business in the "Area" is discontinued during any calendar year for which the additional license tax levied hereunder has been paid, the Council, upon written application therefor, may refund to the person who paid the same that proportion of such additional license tax so paid that the number of months (including major portion of any month) remaining in the year, from the date of discontinuance of such business, bears to the twelve months of the year.

SECTION 17: Exemption - Voluntary Contribution. Any business, person, or institution located within the said "Area", which is exempt from the payment of the ordinary business license tax of the City by reason of the provisions of the United States or State Constitutions, is not to be taxed under this ordinance but may make a voluntary contribution to the City. Such contribution shall be used for the purposes provided in this ordinance.

SECTION 18: Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council of the City of San Fernando hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, clauses, phrases, or portions be declared invalid or unconstitutional.

SECTION 19: Effective Date. This ordinance shall take effect on January 1, 1966.

SECTION 20: Publication. The City Clerk shall certify to the

passage of this ordinance, and prior to the expiration of fifteenth (15) days from the date of the adoption hereof the same shall be published at least once in The San Fernando Valley Sun, a newspaper published and circulated in the City of San Fernando.

ADOPTED AND APPROVED this 22nd day of November, 1965.

Philip J. Jones
MAYOR

ATTEST:

Leila Edwards
CITY CLERK OF THE CITY OF SAN FERNANDO.

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

I, LEILA EDWARDS, City Clerk of the City of San Fernando, do hereby certify that the foregoing ordinance was duly adopted by the Council of the City of San Fernando, California, and signed by the Mayor of said City at a regular meeting of the Council held on the 22nd day of November, 1965, and that the same was passed by the following vote, to wit:

AYES: Arps, Harper, Jones, Macey and Schmidt-5

NOES: None-0

ABSENT: None-0

Leila Edwards
LEILA EDWARDS, CITY CLERK OF THE CITY OF SAN FERNANDO.

ORDINANCE NO. 973

AN ORDINANCE OF THE CITY OF SAN FERNANDO ESTABLISHING A PARKING AND BUSINESS IMPROVEMENT AREA, FIXING THE BOUNDARIES THEREOF, ESTABLISHING BENEFIT ZONES, CLASSIFYING BUSINESSES THEREIN, AND FIXING THE INITIAL RATE OF INCREASE OR ADDITIONAL LEVY OF LICENSE TAX TO BE IMPOSED ON THE BUSINESSES IN SUCH AREA AND ZONES.

The Council of the City of San Fernando does ordain as follows:

SECTION 1: Authority. The proceedings taken herein are taken pursuant to the authority of the "Parking and Business Improvement Area Law of 1965" as added to the Streets and Highways Code by Statutes 1965, Chapter 241, being Sections 36,000 et seq. of the Streets and Highways Code.

SECTION 2: Resolution of Intention. This ordinance is adopted pursuant to that certain Resolution of Intention adopted by this City Council, being Resolution No. 4298, adopted October 7, 1968, and entitled "A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN FERNANDO DECLARING ITS INTENTION TO FORM A PARKING AND BUSINESS IMPROVEMENT AREA TO BE KNOWN AS 'PARKING AND BUSINESS IMPROVEMENT AREA B OF THE CITY OF SAN FERNANDO', FIXING THE TIME AND PLACE FOR HEARING, AND ORDERING THE GIVING OF NOTICE THEREOF", which Resolution of Intention was adopted by the City Council and proceedings thereunder taken pursuant to the authority of said "Parking and Business Improvement Area Law of 1965".

SECTION 3: Notice and Hearing. Said Resolution No. 4298 was published and mailed as provided by law, and a hearing thereon was held by

the City Council on October 29, 1968, at the hour of 7:30 o'clock p.m. in the Council Chambers of the City Council of said City of San Fernando in the City Hall, 117 Macneil Street, San Fernando, California.

SECTION 4: Protests and Action Thereon. At the hearing provided for by said Resolution No. 4298 and as set forth above, all persons desiring to be heard were heard and all protests and objections made or filed were fully heard and the same have been overruled and denied by order of the City Council entered on its minutes, and said hearing has been duly concluded.

SECTION 5: Protests Less Than Majority. The City Council has determined, by order entered on its minutes, that objections or protests objecting to and protesting the formation of said "Area" have not been made by businesses in the proposed "Area" which pay a majority of the taxes within the "Area" under the general business license tax of the City.

SECTION 6: Name. The name of the parking and business improvement area hereby created and established is "PARKING AND BUSINESS IMPROVEMENT AREA B OF THE CITY OF SAN FERNANDO", hereinafter for brevity and convenience sometimes referred to as "Area".

SECTION 7: Area Description. A description of the exterior boundaries of said "Parking and Business Improvement Area B of the City of San Fernando" hereby created and established is:

> That portion of the City of San Fernando, County of Los Angeles, State of California, bounded as follows:
>
> Beginning at the intersection of the Northeasterly prolongation of the centerline of Mission Boulevard, 80 feet wide, with the Southwesterly line of the 100-foot wide right-of-way of Southern Pacific Company; thence Southwesterly along said Northeasterly prolongation and along the said centerline of Mission Boulevard to the centerline of Pico Street, 60 feet wide; thence Southeasterly along the centerline of Pico Street to the centerline of Brand Boulevard, 130 feet wide; thence Northeasterly along the centerline of Brand Boulevard to the centerline of Celis Street, 60 feet wide; thence Southeasterly along the centerline of Celis Street to the centerline of Chatsworth Drive, 60 feet wide; thence Northeasterly along

the centerline of Chatsworth Drive to the centerline of San Fernando Road, 80 feet wide; thence Northwesterly along the centerline of San Fernando Road to the centerline of Kittridge Street, 60 feet wide; thence Northeasterly along the centerline of Kittridge Street to the Southeasterly prolongation of the Northeasterly line of Lots 1 to 6 inclusive of Tract No. 4687 as per map recorded in Book 62, page 37 of Maps, in the office of the County Recorder of said County; thence Northwesterly along said Southeasterly prolongation, said Northeasterly line, and the Northwesterly prolongation thereof, to the centerline of Brand Boulevard; thence Northeasterly along the centerline of Brand Boulevard to said Southwesterly line of 100-foot wide right-of-way of Southern Pacific Company; thence Northwesterly along said Southwesterly line to the point of beginning.

SECTION 8: Benefit Zones. For the hereinafter set forth purposes separate benefit zones, based upon the degree of benefit derived from the purpose, are hereby created and established, which benefit zones shall be known respectively as "Zone 1" and "Zone 2", and which zones are respectively described as follows:

A. ZONE 1:

That portion of the City of San Fernando, County of Los Angeles, State of California, bounded as follows:

Beginning at the intersection of the centerline of Mission Boulevard with the Northwesterly prolongation of the Southwest line of Northeast 24 feet of the Northwest 8 feet of Lot 13 in Tract No. 9589, as per map recorded in Book 160, page 48 of Maps; thence Southeast along said prolongation and said Southwest line to the Southeast line of the Northwest 8 feet of said Lot 13, Tract No. 9589; thence Northeast along said Southeast line 24 feet to the Northeast line of said Lot 13; thence Southeasterly along the Northeast line of Lots 1 to 13 in said Tract 9589, and along the Northeast line of Lots 28 to 32 in Tract No. 3674 as per map recorded in Book 47, page 42 of Maps, to the most Easterly corner of said Lot 28; thence Southwesterly along the Southeasterly line of said Lot 28, 6 feet; thence Southeasterly parallel with said Northeast line of Lots 28 to 32, Tract 3674, and its Southeasterly prolongation, to the centerline of Maclay Avenue, 80 feet wide; thence Northeasterly along said centerline of Maclay Avenue, 6 feet to said Southeasterly prolongation; thence Southeasterly along said prolongation and along the Northeast line of Lots 3 to 26 inclusive of said Tract 3674, to the most Easterly corner of said Lot 3; thence Southwesterly along the Southeasterly line of said Lot 3, 58 feet; thence Southeasterly parallel with the Northeast line of Lots 1 and 2 in said Tract No. 3674 and its Southeasterly prolongation, to the centerline of Brand Boulevard; thence

Northeasterly along the centerline of Brand Boulevard to the Northwesterly prolongation of the Northeast line of Lots 1 to 6 of Tract No. 4687, as per map recorded in Book 62, page 37 of Maps; thence along said Northwesterly prolongation, said Northeast line and its Southeasterly prolongation to the centerline of Kittridge Street; thence Southwesterly along the centerline of Kittridge Street to the centerline of San Fernando Road; thence Southeasterly along the centerline of San Fernando Road to the centerline of Chatsworth Drive; thence Southwesterly along the centerline of Chatsworth Drive to the Southeasterly prolongation of the Northeast line of the Southwest 40 feet of Lot 130 of Tract No. 2824, as per map recorded in Book 28, pages 36 and 37 of Maps; thence Northwesterly along said prolongation and said Northeast line to the Northwest line of the Southeast 33.33 feet of said Lot 130; thence Southwesterly along said Northwest line 40 feet to the Southwest line of said Lot 130; thence Northwesterly along said Southwest line and the Southwest line of Lot 126 in said Tract 2824, 134 feet to the Southeast line of the Northwest 99.17 feet of said Lot 126; thence Northeasterly along said last mentioned Southeast line 45 feet; thence Northwesterly parallel with the Southwest line of said Lot 126 and its Northwesterly prolongation, to the centerline of Brand Boulevard; thence Southwesterly along the centerline of Brand Boulevard to the Southeasterly prolongation of the Southwest line of Lot 2 of said Tract No. 2824; thence Northwesterly along said last mentioned Southeasterly prolongation, along the Southwest line of said Lot 2, Tract No. 2824, and the Northwesterly prolongation thereof to the Southwesterly prolongation of the Southeast line of Lot 17 in Block 4 of Porter Land and Water Co.'s Resurvey of the Town of San Fernando as per map recorded in Book 34, pages 65 and 66 of Miscellaneous Records; thence Northeast along said Southwesterly prolongation and said Southeast line 39.5 feet; thence Northwesterly parallel with the Southwest line of said Lot 17 and the Northwesterly prolongation thereof to the centerline of Maclay Avenue; thence Southwesterly along said centerline 39.5 feet to the Southeast prolongation of the Southwest line of Lots 1 to 20 inclusive in Block 5 of said Porter Land and Water Co.'s Resurvey; thence Northwesterly along said prolongation, said Southwest line and its Northwesterly prolongation, to the centerline of Mission Boulevard; thence Northeasterly along said centerline of Mission Boulevard to the point of beginning.

B. ZONE 2:

That portion of the City of San Fernando, County of Los Angeles, State of California, bounded as follows:

Beginning at the intersection of the Northeasterly prolongation of the centerline of Mission Boulevard, 80 feet wide, with the Southwesterly line of the 100-foot wide right-of-way of Southern Pacific Company; thence Southwesterly along said Northeasterly prolongation and along

the said centerline of Mission Boulevard to the centerline of Pico Street, 60 feet wide; thence Southeasterly along the centerline of Pico Street to the centerline of Brand Boulevard, 130 feet wide; thence Northeasterly along the centerline of Brand Boulevard to the centerline of Celis Street, 60 feet wide; thence Southeasterly along the centerline of Celis Street to the centerline of Chatsworth Drive, 60 feet wide; thence Northeasterly along the centerline of Chatsworth Drive to the centerline of San Fernando Road, 80 feet wide; thence Northwesterly along the centerline of San Fernando Road to the centerline of Kittridge Street, 60 feet wide; thence Northeasterly along the centerline of Kittridge Street to the Southeasterly prolongation of the Northeasterly line of Lots 1 to 6 inclusive of Tract No. 4687, as per map recorded in Book 62, page 37 of Maps in the office of the County Recorder of said County; thence Northwesterly along said Southeasterly prolongation, said Northeasterly line, and the Northwesterly prolongation thereof, to the centerline of Brand Boulevard; thence Northeasterly along the centerline of Brand Boulevard to said Southwesterly line of 100-foot wide right-of-way of Southern Pacific Company; thence Northwesterly along said Southwesterly line to the point of beginning.

EXCEPT that portion thereof within the following described boundaries:

Beginning at the intersection of the centerline of Mission Boulevard with the Northwesterly prolongation of the Southwest line of Northeast 24 feet of the Northwest 8 feet of Lot 13 in Tract No. 9589, as per map recorded in Book 160, page 48 of Maps; thence Southeast along said prolongation and said Southwest line to the Southeast line of the Northwest 8 feet of said Lot 13, Tract 9589; thence Northeast along said Southeast line 24 feet to the Northeast line of said Lot 13; thence Southeasterly along the Northeast line of Lots 1 to 13 in said Tract 9589, and along the Northeast line of Lots 28 to 32 in Tract No. 3674, as per map recorded in Book 47, page 42 of Maps, to the most Easterly corner of said Lot 28; thence Southwesterly along the Southeasterly line of said Lot 28, 6 feet; thence Southeasterly parallel with said Northeast line of Lots 28 to 32, Tract 3674, and its Southeasterly prolongation, to the centerline of Maclay Avenue 80 feet wide; thence Northeasterly along said centerline of Maclay Avenue, 6 feet to said Southeasterly prolongation; thence Southeasterly along said prolongation and along the Northeast line of Lots 3 to 26 inclusive of said Tract 3674 to the most Easterly corner of said Lot 3; thence Southwesterly along the Southeasterly line of said Lot 3, 58 feet; thence Southeasterly parallel with the Northeast line of Lots 1 and 2 in said Tract No. 3674 and its Southeasterly prolongation, to the centerline of Brand Boulevard; thence Northeasterly along the centerline of Brand Boulevard to the Northwesterly prolongation of the Northeast line of Lots 1 to 6 of Tract No. 4687, as per map recorded in Book 62, page 37 of Maps; thence along said Northwesterly prolongation, said Northeast line and its

Southeasterly prolongation to the centerline of Kittridge Street; thence Southwesterly along the centerline of Kittridge Street to the centerline of San Fernando Road; thence Southeasterly along the centerline of San Fernando Road to the centerline of Chatsworth Drive; thence Southwesterly along the centerline of Chatsworth Drive to the Southeasterly prolongation of the Northeast line of the Southwest 40 feet of Lot 130 of Tract No. 2824, as per map recorded in Book 28, pages 36 and 37 of Maps; thence Northwesterly along said prolongation and said Northeast line to the Northwest line of the Southeast 33.33 feet of said Lot 130; thence Southwesterly along said Northwest line 40 feet to the Southwest line of said Lot 130; thence Northwesterly along said Southwest line and the Southwest line of Lot 126 in said Tract 2824, 134 feet to the Southeast line of the Northwest 99.17 feet of said Lot 126; thence Northeasterly along said last mentioned Southeast line 45 feet; thence Northwesterly parallel with the Southwest line of said Lot 126 and its Northwesterly prolongation, to the centerline of Brand Boulevard; thence Southwesterly along the centerline of Brand Boulevard to the Southeasterly prolongation of the Southwest line of Lot 2 of said Tract No. 2824; thence Northwesterly along said last mentioned Southeasterly prolongation, along the Southwest line of said Lot 2, Tract No. 2824, and the Northwesterly prolongation thereof to the Southwesterly prolongation of the Southeast line of Lot 17 in Block 4 of Porter Land and Water Co.'s Resurvey of the Town of San Fernando, as per map recorded in Book 34, pages 65 and 66 of Miscellaneous Records; thence Northeast along said Southwesterly prolongation and said Southeast line 39.5 feet; thence Northwesterly parallel with the Southwest line of said Lot 17 and the Northwesterly prolongation thereof to the centerline of Maclay Avenue; thence Southwesterly along said centerline 39.5 feet to the Southeast prolongation of the Southwest line of Lots 1 to 20 inclusive in Block 5 of said Porter Land and Water Co.'s Resurvey; thence Northwesterly along said prolongation, said Southwest line and its Northwesterly prolongation, to the centerline of Mission Boulevard; thence Northeasterly along said centerline of Mission Boulevard to the point of beginning.

SECTION 9: Uses of Proceeds in Respective Zones - Purposes. The uses to which the proceeds from the additional tax revenue realized from the rate of increase or additional levy of or to the license tax, as herein provided, will be put, and in which zone or zones of said "Area" are as follows:

A. Purpose A. The general promotion of retail trade activity including but not limited to the cleaning and maintenance of the San Fernando Road Pedestrian Mall and the San Fernando Road Pedestrian Mall Addition No. 1 (hereinafter collectively sometimes referred to as Pedestrian

Mall), general advertising and promotion, sales promotion activity, and special promotional literature in the following enumerated zones of said "Area" (sometimes hereinafter referred to as Purpose A): Zone 1 and Zone 2.

B. Purpose B. The furnishing of music in public places in the following enumerated zone or zones in said "Area" (sometimes hereinafter referred to as Purpose B): Zone 1.

C. Purpose C. The promotion of public events including but not limited to such activities as art shows, festivals, and public ceremonies, which are to take place on or in public places in the following enumerated zones in said "Area" (sometimes hereinafter referred to as Purpose C): Zone 1 and Zone 2.

D. Purpose D. The decoration of any public place including but not limited to Christmas decorations and other decorations in the following enumerated zones in said "Area" (sometimes hereinafter referred to as Purpose D): Zone 1 and Zone 2.

E. Other Purposes. After first deducting two per cent (2%) from all proceeds of the additional tax revenue realized from the rate of increase or additional levy of or to the license tax, except for the proceeds realized from additional levy to the business license tax under paragraph (e) of subdivision 1 of subsection A of Section 12 of this ordinance, as the cost of collection, and the proceeds of the additional levy of tax derived under paragraph (e) of subdivision 1 of subsection A of Section 12 hereof, for maintenance of the Pedestrian Mall, the balance of all proceeds of the additional tax revenue realized from the rate of increase or additional levy of or to the license tax shall be used by the City to pay contract fees to the San Fernando Chamber of Commerce to carry out and perform all other purposes enumerated in subsections A through D inclusive of this section.

The two per cent (2%) of the proceeds retained by the City

shall be used for the purpose of defraying the cost of collection of the rate of increase or additional levy of or to the license tax and the proceeds derived under paragraph (e) of subdivision 1 of subsection A of Section 12 of this ordinance shall be used by the City to defray the cost of cleaning and maintenance of the Pedestrian Mall.

SECTION 10: Classification of Businesses and Appeals.

A. Classification of Businesses Generally. For the purpose of the rate of increase or additional levy of or to the license tax, the various businesses located in the "Area" are classified in accordance with the following schedule:

CLASS I - RETAIL BUSINESSES, includes all businesses licensed under Chapter 12 of "The Code of the City of San Fernando, California 1957" as retail establishments, except in those instances where they are otherwise classified in this section.

CLASS II - PROFESSIONAL BUSINESSES, includes all those businesses generally recognized and considered as professional, including but not limited to attorneys at law, doctors, dentists, optometrists, and accountants, except in those instances where such businesses are otherwise classified in this section.

CLASS III - SERVICE BUSINESSES, includes barbers, beauticians, beauty parlors, utilities, real estate brokers, service stations, photographers, contractors, cleaners, laundries, garages and auto repairs, and other such similar service businesses, unless otherwise specifically set forth and classified in this section.

CLASS IV - MISCELLANEOUS BUSINESSES, includes financial institutions, recreation activities, hotels and motels, apartments, insurance agents, bars, manufacturers and wholesalers, and all other businesses which do not fall into Classes I through III inclusive, or which do not have business licenses under Chapter 12 of "The Code of the City of San Fernando, California 1957".

B. Classification in Case of Dispute. Any questions arising as to the classification of any business shall be determined by the City Clerk.

C. Appeals. Any person aggrieved by any decision of the City Clerk with respect to such classification may appeal to the Council by filing a notice of appeal with the Clerk of the Council within five (5) days from the date of the decision by the City Clerk. The Council shall thereupon fix a time and place for hearing such appeal. The Clerk of the Council shall give notice to such person of the time and place of hearing by serving said notice personally or by depositing it in the United States Post Office in San Fernando, postage prepaid, addressed to such person at his last known address. At the time of the hearing the Council shall determine and rule upon the appeal and its decision shall be final.

SECTION 11: Businesses Subject to Additional Tax. All businesses within the boundaries of said "Area" described herein, not exempt by law, shall be subject to the provisions of the tax or additional tax imposed by this ordinance.

SECTION 12: Rate of Increase or Additional Levy of License Tax. The initial rate of increase or additional levy of or to the business license tax for each of the purposes set forth in subsections A through D inclusive of Section 9 hereof, on all businesses conducting their activities and on all persons, firms, corporations, organizations, lodges, and institutions maintaining offices, quarters, or meeting places in each of said zones in the "Area", which is in addition to the ordinary business license tax imposed upon such businesses by Chapter 12 of "The Code of the City of San Fernando, California 1957" and in addition to the increase or additional levy of license tax imposed by Ordinance No. 912, adopted November 22, 1965, for the purpose of "Parking and Business Improvement Area A of the City of San Fernando", is hereby fixed and established at the rates as set

forth in the following schedule:

A. For Purpose A of Section 9:

1. ZONE 1:

(a) Class I Businesses: 1.25 times their ordinary business license tax.

(b) Class II Businesses: 0.30 times their ordinary business license tax.

(c) Class III Businesses: 0.55 times their ordinary business license tax.

(d) Class IV Businesses: 0.25 times their ordinary business license tax or a sum determined by and equal to the number of feet said business fronts on the Pedestrian Mall, multiplied by $1.50, whichever is the greater.

(e) In addition to the rate of increase or additional levy of or to the business license tax set forth above, all businesses and all persons, firms, corporations, organizations, lodges, and institutions maintaining offices, quarters, or meeting places having frontage and/or abutting on the Pedestrian Mall shall be taxed and shall pay an additional sum determined by and equal to the number of feet said business, office, quarters, or meeting place fronts and/or abuts on said Pedestrian Mall, multiplied by $2.50, which additional levy shall be applicable to all classes of business set forth above; provided, however, that as to any business or person, firm, corporation, organization, lodge, or institution maintaining offices, quarters, or meeting places on any floor other than the ground floor in any building fronting or abutting on the

Pedestrian Mall the tax shall be $5.00 per year.

2. ZONE 2:

(a) Class I Businesses: 1.0 times their ordinary business license tax.

(b) Class II Businesses: 0.133 times their ordinary business license tax.

(c) Class III Businesses: 0.30 times their ordinary business license tax.

(d) Class IV Businesses: 0.125 times their ordinary business license tax or a sum determined by and equal to the number of feet such business fronts on a public street, multiplied by $0.75, whichever is the greater.

B. For Purpose B of Section 9:

1. ZONE 1:

(a) Class I Businesses: 0.1 times their ordinary business license tax.

(b) Class II Businesses: 0.1 times their ordinary business license tax.

(c) Class III Businesses: 0.1 times their ordinary business license tax.

(d) Class IV Businesses: 0.084 times their ordinary business license tax or a sum determined by and equal to the number of feet said business fronts on said Pedestrian Mall, multiplied by $0.50, whichever is the greater.

2. ZONE 2:

Increase or additional levy of or to business license tax on businesses in this zone: None.

C. For Purpose C of Section 9:

1. ZONE 1:

(a) Class I Businesses: 0.25 times their ordinary business license tax.

(b) Class II Businesses: 0.15 times their ordinary business license tax.

(c) Class III Businesses: 0.15 times their ordinary business license tax.

(d) Class IV Businesses: 0.083 times their ordinary business license tax or a sum determined by and equal to the number of feet said business fronts on the Pedestrian Mall, multiplied by $0.50, whichever is the greater.

2. ZONE 2:

(a) Class I Businesses: 0.15 times their ordinary business license tax.

(b) Class II Businesses: 0.1 times their ordinary business license tax.

(c) Class III Businesses: 0.1 times their ordinary business license tax.

(d) Class IV Businesses: 0.0625 times their ordinary business license tax or a sum determined by and equal to the number of feet said business fronts on a public street, multiplied by $0.375, whichever is the greater.

D. For Purpose D of Section 9:

1. ZONE 1:

(a) Class I Businesses: 0.4 times their ordinary business license tax.

(b) Class II Businesses: 0.2 times their ordinary business license tax.

(c) Class III Businesses: 0.2 times their ordinary business license tax.

(d) Class IV Businesses: 0.083 times their ordinary business license tax or a sum determined by and equal to the number of feet said business fronts on the Pedestrian Mall, multiplied by $0.50, whichever is the greater.

2. ZONE 2:

(a) Class I Businesses: 0.183 times their ordinary business license tax.

(b) Class II Businesses: 0.1 times their ordinary business license tax.

(c) Class III Businesses: 0.1 times their ordinary business license tax.

(d) Class IV Businesses: 0.0625 times their ordinary business license tax or a sum determined by and equal to the number of feet said business fronts on a public street, multiplied by $0.375, whichever is the greater.

E. Upstairs Businesses. Any business conducting its activities or any person, firm, corporation, organization, lodge, or institution maintaining offices, quarters, or meeting places on a floor other than the ground floor of any building fronting or abutting on the Pedestrian Mall or fronting on any public street shall be liable for the increase or additional levy of or to the business license tax imposed by this ordinance to the same extent as though located on the ground floor; provided, however, that as to the additional levy of or to the business license tax under paragraph (e) of

subdivision 1 of subsection A of this section the amount of tax shall be $5.00 per year.

F. Maximum:

1. One or First Place of Business. In the event the total rate of increase or additional levy of or to the business license tax imposed by this ordinance, under any one subsection or any combination of subsections of this Section 12, excluding however the additional levy of or to the business license tax under paragraph (e) of subdivision 1 of subsection A of this section, for any one place of business, shall equal or exceed the maximum for any one place of business hereinafter specified, then such business shall be only liable for and pay the said maximum:

Located in Zone 1	Maximum $500.00 per year
Located in Zone 2	Maximum $300.00 per year

2. Additional Places of Business in "Area". In the event any person, firm, or corporation operates more than one place of business in the "Area", then the place of business with the greatest gross receipts shall be considered for the purpose of this subsection F as the first place of business and shall be liable for the maximum prescribed in subdivision 1 above, but as to each additional place of business in the "Area" the same will be governed by subdivision 1 hereof provided, however, for each such additional place of business the maximum shall be:

Located in Zone 1	Maximum $150.00 per year
Located in Zone 2	Maximum $ 90.00 per year

SECTION 13: Area Constituted and Established. Said "Parking and Business Improvement Area B of the City of San Fernando" is hereby fully constituted and established.

SECTION 14: Definitions and Classifications. The definitions and classifications of businesses, as hereinabove set forth, except as herein otherwise provided, shall be determined by the definitions and classifications

as set forth in Chapter 12 of "The Code of the City of San Fernando, California 1957".

SECTION 15: Due Date and Penalty for Nonpayment of Additional Tax When Due. The increase or additional levy of or to the business license tax as herein provided for shall be due and payable at the same time and in the same manner as the ordinary business license tax, all as provided in Chapter 12 of "The Code of the City of San Fernando, California 1957", and upon failure to pay the same when due, the same shall bear the same type of penalties as prescribed by said Chapter 12 for the nonpayment of the ordinary business license tax.

SECTION 16: Collection of Additional Tax. The collection of the increase or additional levy of or to the business license tax levied and imposed by this ordinance shall be made at the same time and in the same manner as the ordinary business license tax of the City under the provisions of Chapter 12 of "The Code of the City of San Fernando, California 1957"; and such increase or additional levy of or to the business license tax shall be computed in the manner provided in said Chapter 12 for each business but according to the schedule set forth herein.

SECTION 17: New Business in "Area". Any new business in the "Area" shall be assessed in accordance with its classification, provided that in the event only a portion of the calendar year remains, the increase or additional levy of or to the business license tax levied hereunder shall be prorated in accordance with the proportion that the number of months (or major portion of any month) remaining in the calendar year bears to the 12 months of the calendar year.

SECTION 18: Refund of Additional Tax. In the event a business in the "Area" is discontinued during any calendar year for which the increase or additional levy of or to the business license tax imposed hereunder has been paid, the Council, upon written application therefor, may

refund to the person who paid the same that proportion of such increase or additional license tax that the number of months (including major portion of any month) remaining in the year, from the date of discontinuance of such business, bears to the 12 months of the calendar year.

SECTION 19: Exemption - Voluntary Contribution. Except as herein otherwise provided, any business, person, or institution located within the said "Area" which is exempt from the payment of the ordinary business license tax of the City by reason of the provisions of the United States or State Constitutions, is not to be taxed under this ordinance but may make a voluntary contribution to the City. There is specifically excepted from the exemption contained in this section and nothing contained herein shall be construed to exempt any business from the increase or additional levy of or to the license tax levied and assessed under paragraph (e) of subdivision 1 of subsection A of Section 12 of this ordinance (cleaning and maintenance of Pedestrian Mall). Any voluntary contribution made pursuant to this section shall be used for the purposes provided in this ordinance.

SECTION 20: Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council of the City of San Fernando hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, clauses, phrases, or portions be declared invalid or unconstitutional.

SECTION 21: Effective Date. This ordinance shall be in full force and effect on and after January 1, 1969.

SECTION 22: Publication. The City Clerk shall certify to the passage of this ordinance and prior to the expiration of fifteen (15) days

from the date of the adoption hereof the same shall be published at least once in The San Fernando Valley Sun, a newspaper published and circulated in the City of San Fernando.

ADOPTED AND APPROVED this 4th day of November, 1968.

Manuel A Flores
MAYOR

ATTEST:

Leila Edwards
CITY CLERK OF THE CITY
OF SAN FERNANDO.

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

I, LEILA EDWARDS, City Clerk of the City of San Fernando, do hereby certify that the foregoing ordinance was duly adopted by the Council of the City of San Fernando, California, and was signed by the Mayor of said City at a regular meeting of the City Council held on the 4th day of November, 1968, and that the same was passed by the following vote, to wit:

AYES: Allenbaugh, Arps, Flores, Jones and Macey-5

NOES: None-0

ABSENT: None-0

Leila Edwards
LEILA EDWARDS, CITY CLERK
OF THE CITY OF SAN FERNANDO

AGREEMENT

THIS AGREEMENT is made this 17th day of December, 1984, by and between the CITY OF SAN FERNANDO, a municipal corporation ("City"), and the MALL ASSESSMENT DISTRICT, INC., a California non-profit mutual benefit corporation ("Corporation").

R E C I T A L S:

1. On November 4, 1968, the City adopted Ordinance No. 973, establishing a parking and business improvement area, fixing the boundaries thereof, establishing benefit zones, classifying businesses therein, and fixing the initial rate of increase or additional levy of license tax to be imposed on the businesses in such area and zones, which ordinance became effective January 1, 1969.

2. On September 5, 1984, Mall Assessment District, Inc., was incorporated as a California non-profit mutual benefit corporation for the sole purpose of administering said District.

3. The City desires to contract with the Corporation to perform the work and render the services called for in purposes A, B, C and D of said Ordinance No. 973, except for the mall maintenance which is reserved to the City, and for the payment for such services.

NOW, THEREFORE, in consideration of the covenants and promises hereinafter set forth, the parties hereto do agree as follows:

1. The City hereby hires and retains Corporation to render and perform and Corporation covenants agrees to render and perform for the consideration herein specified the work and services herein set forth.

2. Corporation agrees to render all services, perform all work, and bear all expenses within the limits of the funds paid it therefor by the City to carry out the following purposes:

(a) Purpose A of Section 9 of Ordinance No. 973, except for the cleaning and maintenance of the San Fernando Road Pedestrian Mall.

(b) Purpose B of Section 9 of Ordinance No. 973.

(c) Purpose C of Section 9 of Ordinance No. 973.

(d) Purpose D of Section 9 of Ordinance No. 973.

3. The area within which Corporation agrees to render the service and perform the work for the City is Parking and Business Improvement Area B of the City of San Fernando, more particularly described and delineated in Section 7 of Ordinance No. 973.

4. The City Council shall cause to be prepared not later than the 15th day of March of each year an estimate of all proceeds of the additional tax revenue to be realized each year from the rate of increase or additional levy of or

to the license tax under Ordinance No. 973 and for each of the purposes set forth in Section 12 of said ordinance. After first deducting an amount to be determined by resolution of the City Council to cover the costs of collection and deducting those proceeds realized from additional levy to the business license tax under paragraph 12(A)(1)(e) of Ordinance No. 973 (for maintenance of the pedestrian mall), the balance of the proceeds realized from the increase or additional levy of or to the business license tax under Ordinance No. 973 for each of the purposes set forth in Section 3 above, shall be budgeted for payment to Corporation for rendering the service and performing the work required for each of said purposes within said area.

5. Corporation, prior to November 15th of each calendar year, shall submit to the City Council for its approval a program and budget for the expenditure of the funds to be received by it for each of those purposes listed in Section 3 above, said budget to cover the period of January 1st to December 31st of the following year.

6. Whenever the City allocates to Corporation sums of money or otherwise from time to time appropriates or pays any money to Corporation for the work and services to be performed hereunder, all such payments, except as otherwise specified, at the time said payments are made, shall be and are hereby agreed to be in consideration of the services

rendered by Corporation on behalf of the City specified in this Agreement. The consideration to be paid hereunder for the work performed and services rendered by Corporation shall be paid by the City to Corporation or the vendor contracting with Corporation within thirty (30) days following the month during which said work was performed and services were rendered unless otherwise ordered by the City Council, and all such payments shall be subject to the following conditions:

(a) All payments are to be made upon a claim or demand presented, audited, and paid as in the case of other claims against the City as provided by law.

(b) When such allocations or payments are made, Corporation shall, on or before the 1st day of January and the first day of July of each calendar year, submit to the City Council a report describing its activities for the preceding six month period, ending respectively December 31 and June 30, particularly setting forth services rendered in connection with each of the purposes listed in Section 3. Said report shall be submitted within 45 days of the close of the reporting period.

(c) The amount allocated in the annual budget for the expenditure of the proceeds of the increase or additional levy of or to the business license tax under

Ordinance No. 973, or otherwise, from time to time appropriated by the City for the services to be rendered hereunder by Corporation, shall not be a fixed or binding obligation upon the City to continuously thereafter pay the Corporation said sum, but shall be dependent upon the filing of proper claims and reports evidencing the services rendered as required by subdivisions (a) and (b) of this section, and shall be further dependent upon the availability of continuing the appropriation of the same for said purposes as determined by the City Council and the availability of such proceeds realized from the increase or additional levy of or to the business license tax set forth above. Notwithstanding the above, City shall, from time to time, advance funds to Corporation for the purpose of maintaining a cash fund, not to exceed One Thousand Dollars ($1,000.00), to cover the current operating expenses incurred in performing those services listed in Section 3 above.

7. It is understood and agreed by and between the parties hereto that this Agreement and all obligations thereunder can be terminated and cancelled by either party hereto upon written notice to be given to the other at least sixty (60) days prior to the date of termination. Upon such termination, all obligations of the City hereunder shall immediately cease and terminate.

8. Corporation may, from time to time, engage in fundraising and other activities in the course of its activities under this Agreement. Any profit realized from such activities shall be utilized by Corporation to serve those purposes listed in Section 3 above.

9. Corporation shall indemnify and hold harmless City from and against any and all claims arising from Corporation's activities under this Agreement, and shall further indemnify and hold harmless City from and against any and all claims arising from any breach or default in the performance of any obligation on Corporation's part to be performed under the terms of this Agreement, or arising from any negligence of Corporation, or any of Corporation's agents, contractors, or employees, and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against City by reason of such claim, Corporation, upon notice from City, shall defend the same at Corporation's cost.

10. Corporation agrees to take and maintain in full force and effect public liability and property damage insurance with City named as insured for liability or financial loss resulting from injuries occurring to persons or to property arising out of the services performed under

this Agreement, the amount of said insurance to be not less than One Million Dollars ($1,000,000.00) for bodily injury for any one person on account of any one incident and for property damage. Corporation shall provide City with certificates of insurance evidencing compliance with the foregoing, and such certificates shall provide for a written obligation on the part of Corporation's insurance carrier to notify City in writing thirty (30) days prior to the cancellation of or material change in the policy. If Corporation fails to take out and maintain the aforesaid insurance, this Agreement shall terminate.

11. In the event of any dispute between the parties hereto involving the covenants or conditions contained in this Agreement or arising out of the subject matter of this Agreement, the prevailing party shall be entitled to recover reasonable expenses, attorney's fees and costs.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY OF SAN FERNANDO

By _____
Mayor Pro Tem

ATTEST:

By _____
City Clerk

MALL ASSESSMENT DISTRICT, INC.

By _____
President

HARDING AV
1ST
HARPS ST
ALEXANDER ST
HAGAR
1ST
MACNEIL ST
1ST
MACLAY
Parking Lot #6N
SAN FERNANDO POLICE STATION
RAILROAD

Area B

TRUMAN
TRUMAN
TRUMAN
Parking Lot #5
Parking Lot #4
Parking Lot #2N
KITTRIDGE ST
Parking Lot #7
SAN FERNANDO RD
SAN FERNANDO RD
SAN FERNANDO RD
Parking Lot #11
CELIS ST
Parking Lot #12
CELIS ST
CELIS ST
Parking Lot #10
PARKING LOT #3
Parking Lot #8
WORKMAN ST
KALISHER ST
PICO ST
PICO ST
PICO ST
PICO
Parking Lot #1
MISSION BL
MACLAY
CARLISLE ST
BRAND BL
CHATSWORTH DR
CORONEL ST
CORONEL ST
CORONEL ST
Parking Lot #9
HOLLISTER ST
HOLLISTER ST
HOLLISTER ST
SAN FERNANDO

Area A

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12

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Mary Mendoza and City Councilmembers

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

Date: January 6, 2025

Subject: Discussion and Consideration to Review and Approve City Council Liaison Assignments and Ad Hoc Committee Assignments

RECOMMENDATION:

It is recommended that the City Council:

a) Review and approve the City Council Liaison and Ad Hoc Committee Assignments (Attachment "A" and "B," respectively); and

b) Provide direction to staff as applicable.

BACKGROUND:

1. On January 3, 2024, the City Council approved the annual Councilmember Liaison Assignments and Ad Hoc Committee Assignments.

2. On May 6, 2024, the City Council approved the revised Councilmember Liaison and Ad Hoc Committee Assignments to add newly elected Councilmember Victoria Garcia to available liaison and Ad Hoc Committee assignments.

3. On December 9, 2024, the City Council proceeded with the annual reorganization for the selection of Mayor and Vice Mayor. Mary Mendoza was elected to serve as the Mayor and Mary Solorio was elected to serve as Vice Mayor, for a one-year term, or until their successors have been chosen.

ANALYSIS:

Appointing Councilmembers to liaison and ad hoc committees strengthens the City's governance by promoting communication, collaboration, and transparency. Liaisons facilitate information exchange between the City Council and external boards or agencies, ensuring alignment on key issues. Ad hoc committees focus on specific projects, enabling in-depth discussions and customized policy recommendations. These appointments help Councilmembers engage with stakeholders, address community priorities, and contribute to well-informed decision-making. The annual reorganization ensures these roles remain effective and responsive to evolving local government needs.

Pursuant to Section 11.2 of the City Council Procedures Manual (Attachment "C"), the Mayor, with the consent of the majority of the City Council, may appoint Councilmembers to serve on liaison commissions, Ad hoc committees, and standing committees. Mayor Mendoza's recommended City Council Liaison and Ad Hoc Committee Assignments are included as Attachments "A" and "B," respectively.

BUDGET IMPACT:

The City Council annual updates to the liaison assignments, ad hoc and committees lists are included in the City Clerk's regular work plan and, therefore, included in the Fiscal Year 2024-2025 Adopted Budget.

CONCLUSION:

It is recommended that the City Council review and approve the City Council Liaison and Ad Hoc Committee Assignments (Attachment "A" and "B," respectively) and provide direction to staff as applicable.

ATTACHMENTS:

A. City Council Liaison Assignments
B. City Council Ad Hoc Committee Assignments
C. City Council Procedure, Section 11.2

THE CITY OF SAN FERNANDO

ATTACHMENT "A"

City Council Liaison Assignments

Proposed as of January, 2025

	AGENCY/COMMITTEE	AGENCY PURPOSE	LOCATION DAY/TIME FREQUENCY	APPOINTEE(S)	COMMENTS	STIPEND Y/N $- if any	COI FORM 700
1	San Fernando Downtown Mall Merchants Association	Promotes economic development in the Mall area	Location: Varies Day/Time: Varies Frequency: Monthly	Mary Solorio	*Pending Finalization -Memorandum of Understanding with SF Mall Merchants Association*	N	N
2	**City Selection Committee (L.A. County)**	**Purpose to appoint city representatives to boards, commissions, and agencies as required by law.**	**Location: Varies Day/Time: Varies Frequency: 3 or 4 times annually upon chairman's call**	**Delegate: Mary Mendoza Alternate: Mary Solorio**	***Mayor serves as Delegate LA County City Selection Committee appoints representative to serve on applicable area district for a 2-yr term.***	**N**	**N**
2.a	**City Selection Committee (L.A. County) - Library Commission - Third District**	**Contribute input to stabilizing funding, advocate for support at local/state levels, keep abreast on evolving library needs. Promote Library programs and services**	**Location: Varies Day/Time: Varies Frequency: Bi-Monthly**	**Mary Mendoza**	***Appointments are to the Third Supervisorial District to the Library Commission Effective 10/17/2024 and expires 4/30/2026 .***	**N**	**N**
3	**Valley Economic Alliance**	**Foster economic vitality through strategic public-private partnerships for a sustainable economic future.**	**Location: Varies Day/Time: Varies Frequency: Monthly**	**Mary Solorio**	***Valley Economic Alliance in December, selects representative to serve on the Board for a 1-yr term***	**N**	**N**
4	**Independent Cities Association (ICA)**	**Focuses on public safety, education, infrastructure, intergovernmental relationships**	**Location: Virtual only Day/Time: 1st Thursday, Varies Frequency: Monthly**	**Delegate: Mary Solorio Alternate: Patty Lopez**	***Eff. 10/2/2023 Mary Solorio appointed as Executive Board Secretary and attends both Executive Board and Board Member Meetings***	**N**	**N**
5	Contract Cities Association (CCA)	Advocate for the rights of cities to practice the contracting model and to strengthen local control	Location: Varies Day/Time: Varies Frequency: Quarterly	Delegate: Victoria Garcia Alternate: Patty Lopez		N	N
6	**Independent Cities Risk Management Authority (ICRMA)**	**Risk Management Joint Powers Agreement - pool resources for liability, workers' compensation, property, and auto physical damage self-insurance programs.**	**Location: Varies Day/Time: 2nd Wednesday, Varies Frequency: Even Numbered Months**	**Delegate: Sergio Ibarra Alternative: Erica Melton Sub Alternate: Nick Kimabll**	***Eff. 2-5-24 Adopted Resolution appointing Personnel Manager Segio Ibarra as Delegate. Adoption of a new Resolution is required when representatives are changed***	N	N

THE CITY OF SAN FERNANDO

City Council Liaison Assignments

Proposed as of January, 2025

	AGENCY/COMMITTEE	AGENCY PURPOSE	LOCATION DAY/TIME FREQUENCY	APPOINTEE(S)	COMMENTS	STIPEND Y/N $- if any	COI FORM 700
7	Independent Cities Finance Authority (ICFA)	Assist public agencies to finance the acquisition, construction, installation and/or equipping of public capital improvements	Location: Lynwood City Hall or Varies Day/Time: Varies, 12pm Frequency: As needed	Delegate: Victoria Garcia Alternate: Joel Fajardo	*Eff. 01/17/2023: Adopted Resolution No. 8205 Appointing: Joel Fajardo, Delegate and Mary Mendoza as alternative represenatives.* ***(Note: changes must be adopted by resolution)***	$150 $1500/Annual Cap	Y
8	League of California Cities	Legislative advocacy supporting regulatory measures promote local decision-making, and lobby against policy that erodes local control.	Location: Varies Day/Time: 3rd Thursday, 9:30am Frequency: Bi-Monthly & Varies	Delegate: Victoria Garcia Alternate: Mary Mendoza		N	N
9	San Fernando Valley Council of Governments (SFVCOG)	Through a Joint Powers Agreement - work to develop & implement subregional policies & plans unique to the greater SFV region, encourage inter-governmental cooperation and coordination of government programs	Location: Varies Day/Time: 2nd Monday, 10am Frequency: Quarterly	Delegate: Mary Mendoza Alternate: Joel Fajardo	*Vice Mayor Mendoza, Eff. October 2024 serves as Board Chair*	N	Y
10	**Southern California Association of Governments (SCAG)**	**Provides broad base advocacy for Southern Californians through inclusive collaboration, visionary planning, regional advocacy, information sharing, and promoting best practices.**	**Location: SCAG Los Angeles Day/Time: 1st Thursday, 12pm Frequency: Monthly**	**1) Regional Council District #67 Representative: Victoria Garcia** **2) Delegate: Victoria Garcia Alternate: TBD**	***SCAG requests appointments annually for:*** ***1) Regional Council District # 67 Representative - (Councilmember From either San Fernando or Santa Clarita & alternates 2 yr Terms) San Fernando Eff. 5-4-23 to 5-2025 ; and*** ***2) A Voting Delegate & Alt. to represent at General Assembly is a Separate Designation by Council action.*** ***2023 Voting Delegate:Nick Kimball***	**$150**	**Y**

THE CITY OF SAN FERNANDO

City Council Liaison Assignments

Proposed as of January, 2025

	AGENCY/COMMITTEE	AGENCY PURPOSE	LOCATION DAY/TIME FREQUENCY	APPOINTEE(S)	COMMENTS	STIPEND Y/N $- if any	COI FORM 700
11	Southern California Association of Governments (SCAG) - Community Economic & Human Development (CEHD) Policy Committee	Provides oversight of Growth Visioning/Growth Forecasting processes, Regional Housing Needs Assessment, the Intergovernmental Review effort and the monitoring and analysis of the Regional Economy.	Location: SCAG Los Angeles Day/Time: 1st Wednesday, 9:30am Frequency: Monthly	Mary Solorio	*Appointed on 6/22/23- by SFVCOG to serve on policy committee of SCAG*	$150	Y
12	Metropolitan Water District of Southern California (MWD)	Provide service area with adequate and reliable supplies of highquality water to meet present and future needs	Location: 700 N. Alameda St., Los Angeles Day/Time: 1st Tuesday, 12:30pm Frequency: Monthly	Adan Ortega	*Appointment - Adopted by City Resolution No. 2021* *Note: MWD re-appointed A. Ortega to serve another 2 yr term Eff. 1-1-25 to 1-2027*	Y	Y
13	Los Angeles County Metropolitan (METRO) Transportation Authority (MTA) San Fernando Valley Service Council	Provider of mobility options that enable people to spend less time traveling	Location: 6262 Van Nuys Blvd Van Nuys Day/Time: 1st Wednesday, 6pm Frequency: Monthly	Pastor Rudy Trujillo	*Term effective July 1, 2023 to June 30, 2026, seat shared among San Fernando, Burbank & Glendale. Elected Official - not a requirement to serve*	$100/ $2400 Annual Cap	Y
14	Greater Los Angeles County Vector Control District	Reduce public health vectors below nuisance levels, prevent human infection associated with mosquito-transmitted diseases	Location: Santa Fe Springs, CA Day/Time: 2nd Thursday, 7pm Frequency: Monthly	Sylvia Ballin	*Term of Office Optional 2 or 4-year term:* *a. 2-year: 1/2025 to 1/2027* *Elected official not required to serve*	$175/City $100/District	Y
15	Upper Los Angeles River and Tributaries Working Group (Mountains Recreation and Conservation Authority) (ULAR)	Develop a revitalization plan for the Upper LA River, the tributaries of the Pacoima Wash, Tujunga Wash, and Verdugo Wash and any additional tributary waterway	Location: 570 West Ave, Los Angeles Day/Time: 1st Monday, 6:30pm Frequency: Monthly	Delegate: Mary Mendoza Effective: 12-09-2024: Alternate: Wendell Johnson Sub. Alternate: Victor Meza	*Upon Annual CC Reorganization the appointed Mayor automatically serves on board, per ULAR and Tributaries Policy & Mayor Appoints Alternate/Sub. Alternative*	Y	Y

THE CITY OF SAN FERNANDO

CITY COUNCIL AD HOC & STANDING COMMITTEES

ATTACHMENT "B"

PROPOSED As of January 6, 2025 City Council Meeting

AD HOC NAME	CITY COUNCIL MEMBERS	SCOPE	STRATEGIC GOAL SUPPORTED
~~**Food Security**~~ ~~Responsible Staff: Recreation & Community Services~~ ~~Meeting Frequency: TBD~~	~~Vacant Solorio~~	~~Review and gather information on the need of the community and resources currently available; provide recommendation to City Council regarding opportunities to expand healthy food access *(tentative scope)*~~ **Recommend Dissolve. A listing of daily food resources has been developed and is available through the BCRC. Food Security programs are currently part of the work program for the Social Services Coordinator through the BCRC.**	~~Focus on Community First~~
Economic Development/ Downtown Master Plan Responsible Staff: Community Development Administration Meeting Frequency: At least one community meeting quarterly until dissolved	Solorio Garcia	Review information and develop recommendations to City Council for selection of a consultant and an outreach plan for the Downtown Master Plan, including review of prior economic development studies, Specific Plans, and other planning/visioning documents and their related public outreach/engagement process; and make related recommendations to City Council	Cultivating a Stronger Local Economy

Note: Definition of public meetings includes leveraging existing public meetings, such as Commission meetings, Measure A/SF Town Hall, Neighborhood Watch, Community Academy or any other regularly scheduled public meetings; and interim progress reports to be provided by the Ad hoc committee Councilmembers

THE CITY OF SAN FERNANDO

CITY COUNCIL AD HOC & STANDING COMMITTEES

PROPOSED As of January 6, 2025 City Council Meeting

~~**San Fernando Beautification Program**~~ ~~Responsible Staff: Public Works Recreation & Community Services~~ ~~Meeting Frequency: At least one community meeting quarterly until dissolved~~	~~Mendoza~~ ~~Solorio~~	~~Review information and develop recommendations to City Council related to the beautification program concepts, including, but not limited to, identifying community clean-up project events and available city resources to provide the community with clean streets, parks, trails, public parking facilities, etc. within the City, under the direction of the City Manager; develop policy recommendations for Mural guidelines on public property, including, but not limited to, City-owned buildings, parks, utility boxes, sidewalks, medians, and other publicly owned assets. Additionally, review artist concepts and renderings for all proposed murals on public land, including the *100 year Anniversary of Women's Right to Vote Mural* and *Elias Rodriguez* murals; and make related recommendations to City Council.~~ **Recommend Dissolve. New Ad Hoc Committees can be created to address specific projects as the need arises.**	~~Preserve Beautiful Homes and Neighborhoods~~
AD HOC NAME	**CITY COUNCIL MEMBERS**	**SCOPE**	**STRATEGIC GOAL SUPPORTED**
CDBG Programs Responsible Staff: Administration Meeting Frequency: At least one community meeting quarterly until dissolved	**Solorio** **Lopez** ~~Fajardo~~	Review information and develop recommendations to City Council related to the City's annual CDBG funding allocation.	Emergency Preparedness: Supporting the Community

Note: Definition of public meetings includes leveraging existing public meetings, such as Commission meetings, Measure A/SF Town Hall, Neighborhood Watch, Community Academy or any other regularly scheduled public meetings; and interim progress reports to be provided by the Ad hoc committee Councilmembers

THE CITY OF SAN FERNANDO

CITY COUNCIL AD HOC & STANDING COMMITTEES

PROPOSED As of January 6, 2025 City Council Meeting

Parking Management Master Plan Responsible Staff: Public Works Meeting Frequency: As necessary until dissolved	Garcia Fajardo	Review information and develop recommendations to City Council related to implementing the Parking Management Master Plan, including community outreach plan and reviewing draft recommendations by Parking Consultant.	Preserve Beautiful Homes and Neighborhoods
~~**Education Compact**~~ ~~Responsible Staff: Recreation & Community Services~~ ~~Meeting Frequency: As necessary until dissolved~~	~~Vacant~~ ~~Mendoza~~	~~Review information and develop recommendations to City Council related to implementing the Education Compact with Los Angeles Unified School District. May work with Education Commission as part of the scope of this ad hoc.~~ **Recommend Dissolve. Staff can provide a monthly update to the Education Commission regarding progress toward implementing the Education Compact with LAUSD. An annual update regarding the status of the Education Compact will be provided by staff as part of the Recreation and Community Services Department Budget Work Plan presentation.**	~~Focus on Community First~~
Veterans' Banner Recognition Program (NEW) Responsible Staff: RCS Meeting Frequency: As necessary until dissolved	Mendoza Garcia	Review information and develop recommendations to City Council related to the annual Veterans' Banner Recognition Program, including funding, accessibility, and eligibility guidelines.	Focus on Community First

STANDING COMMITTEES: None, as of this update.

Note: Definition of public meetings includes leveraging existing public meetings, such as Commission meetings, Measure A/SF Town Hall, Neighborhood Watch, Community Academy or any other regularly scheduled public meetings; and interim progress reports to be provided by the Ad hoc committee Councilmembers

a. City Clerk opens the nominations for the position of Mayor
b. Nomination(s) is/are made for Mayor, and seconded
c. Hearing no objections, motion to close nominations
d. City Clerk conducts a roll call vote and each Councilmember announces their vote for Mayor until a Mayor is elected by majority vote
e. City Clerk announces the results

Election of Vice Mayor: (City Clerk to follow steps a-e above)

11.2 SELECTION OF CITY COUNCIL LIAISONS AND DELEGATES

After the procedure prescribed in Section 11.1 has been completed, the Mayor, with the consent of a majority of the City Council, may appoint new City Council liaisons/delegates to the various City Committees and Commissions, or as liaison/delegate to any other organization as may be appropriate. Nothing in this Section would prohibit the Mayor, with approval of a majority of the City Council from making changes or other appointments during any other time.

12. COMMITTEES

12.1 GENERAL

The Mayor may, subject to concurrence of a majority of the City Council: (a) designate standing and ad hoc committees (collectively "Committee"); and (b) make appointments to all committees.

Each standing committee shall consist of two (2) Councilmembers. An ad hoc committee may consist of either one or two Councilmembers.

12.2 PURPOSE

The primary purpose of each Committee is to provide a forum for the thorough vetting of matters within the committee's subject matter jurisdiction, before they are presented to the City Council. A secondary purpose is to provide guidance to City staff on matters within the committee's subject matter jurisdiction, enabling staff to obtain interim guidance as they develop and refine matters for presentation to the City Council. The objective is to eliminate, to the extent possible, those situations where the City Council is forced to deal with large and difficult issues at their meetings without any prior formal discussion or analytical input to guide staff's work product.

Ad hoc committees shall have a clear and definite scope and will be dissolved upon completion of the scope, unless otherwise extended by the City Council with a new scope. Ad hoc committees are less formal than standing committees and are therefore not subject to the requirements of the Ralph M. Brown Act.

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Mary Mendoza and Councilmembers

From: Nick Kimball, City Manager
By: Erica Melton, Director of Finance/City Treasurer
Richard Padilla, City Attorney
Wendell Johnson, Director of Public Works
Victor Meza, Water Operations Manager

Date: January 6, 2025

Subject: Discussion and Consideration Regarding Continuation of Water Service Shutoffs or Implementation of an Assessment Process through the Annual Property Tax Roll for Non-Payment of Delinquent Accounts

RECOMMENDATION:

It is recommended that the City Council discuss and provide direction regarding continuation of water service shutoffs or implementation of an assessment process through the annual property tax roll for non-payment of delinquent accounts.

BACKGROUND:

1. In September 2018, Senate Bill 998 (SB 998) was passed and signed into law. SB 998, referred to as the "Water Shutoff Protection Act," established new and expanded protections for residential water service customers.

2. On October 13, 2023, Governor Newsom signed Senate Bill 3 (SB 3) which further refined and expanded residential water protections offered under SB 998.

3. On May 20, 2024, the City Council adopted Ordinance No. 1722 (Attachment "A") amending Provisions of Sections 94-151 through 94-164 of Division I, Chapter 94 (Utilities), Article III (Water) of the San Fernando Municipal Code (SFMC) to comply with SB 998 and SB 3 and provided staff direction to return with a *Policy on the Discontinuation of Residential Water Services for Non-Payment* in July 2024.

4. On July 15, 2024, City Council approved the *Policy on the Discontinuation of Residential Water Services for Non-Payment* (Attachment "B") with direction for staff to study and return at a future meeting to report on the ability of the City to collect delinquent water charges through the annual property tax roll in lieu of water shutoffs.

ANALYSIS:

In order to secure a steady revenue stream to pay for water operations, municipal utilities employ a range of strategies to encourage and incentive the prompt payment of delinquent water charges, including the imposition of late payment fees and the issuance of disconnect notices to alert customers about potential service termination.

San Fernando operates its own water utility and bills customers on a bimonthly basis based on their water consumption. The San Fernando Municipal Code (SFMC) defines a water utility customer as the occupant of the premises (tenant) and as such is responsible for payment of water and service charges for the premises. There are exceptions to this rule in the case of master-metered apartment buildings or where the property owner provides a written statement providing for an alternative responsible party.

Prior to the COVID-19 pandemic, the City issued account penalties and service disconnections for non-payment of water charges. This process, however, was suspended in March 2020 to support customers who were experiencing financial difficulties attributable to the pandemic. As the City returns to normal, pre-pandemic operations, including discontinuing water services due to non-payment, the City Council approved Ordinance 1722 (Attachment "A") and related *Policy on the Discontinuation of Residential Water Services for Non-Payment* (Attachment "B"). The City Council additionally gave staff direction to study and report on the ability of the City to collect delinquent water charges on the annual property tax roll as an alternative to shutting off water throughout the year.

Water Service Shutoffs.

As required by, and in compliance with the requirements of, the Water Shutoff Protection Act, on July 15, 2024, City Council approved the *Discontinuation of Residential Water Services for Non-Payment* ("City Policy") with an effective date of January 2025. Under the City Policy, residential water service charges must be delinquent for at least sixty (60) days before the account is eligible for disconnection. Before disconnecting residential water service, the City must also provide opportunities for payment arrangements, including extensions and installment plans, to avoid undue hardships to residential customers. Special provisions are provided for residential customers with special medical and financial circumstances to avoid discontinuation of water services. As the water customer protections established under the Water Shutoff Protection Act and the City Policy only extend to residential water customers, it should be noted that non-residential water customers (i.e. commercial businesses and industrial accounts) are not entitled to any of the alternative payment arrangements afforded to residential customers and are still bound by the more stringent pre-pandemic water shutoff rules.

Discontinuing water service is used as a last resort to incentivize payment of past-due bills after all other attempts to collect payment, such as reminders, warnings, and alternative payment arrangements, have been exhausted. The City Policy balances the importance of holding each

individual water customer accountable for their water usage with the need to avoid undue hardship to those who are struggling financially. While shutting off water can create serious health and sanitation issues, through SB 998 and SB 3, the City's Policy seeks to mitigate many of these concerns by creating additional payment opportunities and provisions for vulnerable populations. Of the City's 5,288 active customer accounts, water shutoff notifications averaged 125 per month with less than 40 resulting in actual disconnections prior to the pandemic. For future shutoffs in the event of prolonged account disconnection, staff will also be able to coordinate with the Community Preservation Division to ensure compliance with City regulations and the Business and Community Resource Center to provide information on available resources. The Finance Division has also worked with a collection agency, prior to COVID, for debts that remained uncollectible.

Real Property Assessment for Delinquent Water Accounts.

While the collection of delinquent water charges via the tax roll is not common, there is statutory authority to support the approach. Pursuant to subsections (a) and (b) of Health & Safety Code Section 5471, cities (i) may prescribe, revise and collect, fees, tolls rates or other charges for services and facilities furnished by it in connection with its water system; and (ii) are empowered to prescribe, revise and collect water standby or immediate ability charges for services and facilities furnished by it in connection with its water system. Per Health & Safety Code Section 5473, cities that adopt an ordinance or resolution pursuant to Health & Safety Code Section 5471 may have such charges collected on the tax roll, subject to the preparation of an annual written report containing a description of each parcel receiving services and facilities and the amount of the charge for each affected parcel. Per Health & Safety Code Section 5473a, any entity may also choose to make the election specified in Health & Safety Code Section 5473 with respect to only delinquent charges and may do so by preparing and filing the written report, giving notice and holding a hearing only as to delinquencies.

Charges for water consumption are also classified as "**property related fees and charges**" within the meaning of Proposition 218, codified under Article XIIID of the California Constitution ("Prop. 218") and the Proposition 218 Omnibus Implementation Act codified under Government Code Sections 53750 *et seq*. (the "Prop. 218 Act"). For a city to establish or increase a property related fee or charge, the city must conduct a public hearing that concludes with a "majority protest" vote[1], the outcome of which determines whether or not the City Council may approve a new fee or charge or increase an existing fee or charge. The amount of the property-related fee or charge

[1] The "majority protest" voting process differs from conventional voting in that there is no competition and counting as between "yes" votes and "no" votes. Only those who object (i.e. vote "no") to an action are required to act. Those who support the action are not required to do or say anything; their silence is the equivalent of approval. For a "majority protest" vote, if written protests (i.e. "no" votes) to a proposed fee or charge are submitted on behalf of a majority of the real property parcels affected by the proposed fee or charge, then the public agency may not establish or increase the fee or charge. For example, if there are 100 affected parcels and written protests are submitted for 51 of those parcels, then the city would not be able to establish the fee or charge as protests against the action were submitted for a majority of the affected parcels. Only one protest may be submitted/counted per parcel.

may not be more than the approximate cost to the city of delivering a service or commodity and the amounts or rates proposed must be supported by a fee study. The methodology for arriving at a particular fee or charge amount or rate must also be summarized in the 45-day notice.

Majority protest proceedings in the context of water service present additional challenges because it is not uncommon for the water customer of record to be someone other than a property owner. Accordingly, when the property owner is not the person in whose name a water account is held, the 45-day notice must be sent to both the customer of record as well as the property owner and that the city must also accept written protests from both with the condition that only one written protest may be counted per real property parcel.[2] Per Government Code Section 53755(a)(3) of the Prop 218 Act, if a city wishes to preserve any authority it may have to record or enforce a lien on a real property parcel to which water service is provided, the city must also mail notice to the record owner's address shown on the last equalized assessment roll if that address is different than the billing or service address.

Legal authority notwithstanding, there is no indication that the City has ever expressly invoked or followed the procedures set of Government Code Section 54755(a)(3) which reserve the right to collect water delinquencies on the tax roll. This typically occurs when the City undertakes the "majority protest" process to establish a new fee or charge or to increase an existing one. Also, at least as to residential water service, the City will also need to provide property owners experiencing financial hardship some opportunity to at least attempt payment through the alternative payment arrangements required under the Water Shutoff Protection Act or at least make sure placement on the tax roll will not result in a termination of service.

If directed, the following steps will need to be taken to initiate the annual tax roll collection process:

- *Formally Invoke Govt. Code Section 53755(a)(3):* The most immediate hurdle to collecting delinquencies on the tax roll is the need for the City to expressly invoke the provisions of Government Code Section 53755(a)(3) and provide the required notice to property owners. This is usually undertaken as part of the "majority protest" process to establish or increase fees or charges. It is also recommended that the right to collect via tax roll be reflected in the City's Municipal Code.

- *Annual Report:* The City must prepare and file a report with the City Clerk describing each delinquent account and the property owner to which the account corresponds so that the delinquent sums may be placed on the annual tax roll (Health & Safety Code § 5473 and § 5473a).

[2] For example, a tenant who is the water customer of record and the landlord property would both be able to submit a written protest in connection with a specific parcel but only one protest would be counted for the parcel.

- *Mail Notice:* The City must send a mailed notice of the public hearing to each property owner associated with the delinquent water service account, even if the property owner is not the water customer, more than 45 days prior to the public hearing date (§ 5473.1).

- *Newspaper Noticing of Public Hearing:* The City Clerk must notice the Public Hearing for consideration and approval by the City Council before the delinquent accounts identified in the report and the sums owed are placed on the tax roll. The notice must be published in an adjudicated newspaper of general circulation (§ 5473.1) once a week for two consecutive weeks, with at least five (5) days between publication dates.

Property owners may be given an additional opportunity to pay the delinquent sums, or set up alternative payment arrangements, prior to delinquent accounts being placed on the tax roll. Also, at the Public Hearing, the City Council may opt to make modifications to the report if delinquencies are fully or partially resolved. If directed, this process would need to be initiated by April 2025 to allow sufficient time to meet the August 2025 deadline for inclusion in the Los Angeles County Tax Roll. Property Owners will see the delinquent accounts on their property tax bill in October 2025 with payment due by April 2026. Alternatively, the City will be awarding a contract for a Water & Sewer Rate Study. Any decisions concerning rates can be aligned with the timeline for the Los Angeles Tax Roll process.

<u>Process Comparison.</u>
In review of other local municipal water agencies, all agencies utilized water shutoffs. However, some opt for a combination of both approaches, using shutoffs for smaller, more immediate delinquencies, and assessments in place of collection services for larger accounts with outstanding balances over a longer period. Ultimately, the City must weigh the urgency and size of the delinquent accounts, as well as the potential impact on the community, public relations, and financial stability which can be summarized as follows:

Factor	Water Shutoffs	Property Tax Assessments
Speed of Collection	Fast, immediate consequences.	Slower, but ensures long-term collection.
Impact on Residents	Short term disruption, especially for vulnerable populations.	Less disruptive in the short term, but risks long-term property loss.
Administrative Burden	Higher short-term operational burden (notices, disconnections).	Requires tracking and managing liens, but less immediate and repetitive action needed.
Social Impact	Can harm health and sanitation, particularly for low-income residents.	Can lead to large, unmanageable debt and ultimately property loss.
Effectiveness for Debts	Effective for smaller amounts; may not incentivize repayment for larger delinquencies.	Effective for larger amounts; ensures long-term collection.
Assumption of Debt	Tenant/Occupant/User	Landlord/Property Owner

In coordination with the Public Works Water Division, the Finance Division has been diligently working to make contact with all water service customers with outstanding balances exceeding 90+ days in effort to reduce the volume of outstanding unpaid balances. Over 125 residential customers have submitted Payment Arrangement Plan Applications and 20 commercial customers received payment extensions. The Finance Division has previously extended service hours to a Saturday once a month since October 2024 from 9am – noon to assist residential customers. An additional extended Saturday service date for payment plan arrangements is being organized on January 18, 2025 in concert with the Social Service Coordinator of the Business and Community Resource Center.

As of December 30, 2024, there are 967 accounts with outstanding balances exceeding 60+ days totaling $792,302. A more detailed breakdown of balances, duration and account type are summarized in the below table:

	61 – 90 DAYS DELINQUENT		90+ DAYS DELINQUENT		TOTAL DELINQUENT	
ACCOUNT TYPE	**#**	**$**	**#**	**$**	**#**	**$**
Residential						
Less than $500	103	17,122	355	83,127	458	100,249
Between $ 500 – 1,500	3	1,549	222	194,969	225	196,517
Greater than $1,500	0	-	197	411,086	197	411,086
Residential Total:	***106***	***$18,671***	***774***	***$689,181***	***880***	***$ 707,852***
Commercial						
Less than $500	27	4,224	33	6,761	60	10,985
Between $ 500 – 1,500	2	2,051	13	11,756	15	13,806
Greater than $1,500	0	-	12	59,658	12	59,658
Commercial Total:	***29***	***$6,275***	***58***	***$78,174***	***87***	***$84,449***
TOTAL OUTSTANDING:	**135**	**$24,946**	**832**	**$767,356**	**967**	**$792,302**

Per City Council direction, prior to initiating water service shutoffs through the City Policy which became effective January 1, 2025, staff has returned this item for further discussion and consideration of an assessment process through the annual tax roll as an alternative approach for collecting delinquent water account charges.

BUDGET IMPACT:

The Fiscal Year 2024-2025 Adopted Budget includes $5.4 million in Water Fund revenue for the sale of water. Additional revenue should be expected as past due accounts become current. The City will also incur administrative costs associated with conducting the assessment process.

CONCLUSION:

Staff recommends that the City Council discuss and provide direction regarding continuation of water service shutoffs or implementation of an assessment process through the annual tax roll for non-payment of delinquent accounts.

ATTACHMENTS:

A. Ordinance No. 1722
B. Discontinuation of Residential Water Services for Non-Payment Policy

ATTACHMENT "A"

ORDINANCE NO. 1722

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING PROVISIONS OF SECTIONS 94-151 THROUGH 94-164 OF DIVISION I, ARTICLE III (WATER) OF CHAPTER 94 (UTILITIES) OF THE SAN FERNANDO MUNICIPAL CODE REFINING PROCEDURES FOR THE DISCONTINUATION OF RESIDENTIAL WATER SERVICE FOR NONPAYMENT AND OTHER RELATED AMENDMENTS

WHEREAS, the City of San Fernando ("City") is a municipal corporation, duly organized under the California Consitution and laws of the State of California; and

WHEREAS, the City owns and operates a public water system that supplies water to residential, commercial and industrial customers throughout the City's jurisdiction; and

WHEREAS, on September 28, 2018, Governor Brown signed Senate Bill No. 998, the Water Shutoff Protection Act ("SB 998") codified at Chapter 6 (commencing with Section 116900) to Part 12 of Division 104 of the California Health and Safety Code; and

WHEREAS, SB 998 established new and expanded protections regarding the discontinuation of water service for nonpayment and related matters; and

WHEREAS, at its Regular Meeting of February 18, 2020, the San Fernando City Council ("City Council") approved Urgency Ordinance No. U-1692 which amended provisions of the San Fernando Municipal Code to conform to the requirements of SB 998; and

WHEREAS, on October 13, 2023, Governor Newsom signed Senate Bill 3 ("SB 3") which further refines and expands the protections offered under SB 998; and

WHEREAS, the City Council of the City of San Fernando desires to immediately amend Division I of Article III of Chapter 94 of the San Fernando Municipal Code to again ensure consistency with the new requirements of SB 3 and other laws which will take effect in the coming year; and

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

SECTION 1. The recitals above are true and correct and incorporated herein by reference.

SECTION 2. Sections 94-151 through 94-164 of Division I (Generally) of Article III (Water) of Chapter 94 (Utilities) of the San Fernando Municipal Code are hereby repealed in the entirety and replaced with the following text:

Sec. 94-151. General Billing Provisions.

(a) Responsibility for payment for water service. Except for master-metered apartment buildings or unless a property owner consents by written agreement that water service be furnished to tenants on the property owner's account, the occupant of any premises shall be responsible for payment of any water and service charges applicable to premises occupied by the occupant. It shall be the occupant's duty to inform the city immediately of all circumstances and of any change in circumstances that will in any way affect the applicability of any charge to premises occupied by the occupant or the amount of any such charge. In particular, but not by way of limitation, an occupant of any premises shall immediately inform the city clerk of any sale or transfer of the ownership or leasehold interest to such premises by or to such occupant.

(b) Vacant Property. Whenever the property is vacant or unoccupied and the owner or his authorized agent or lessee notifies the city in writing that until further notice no water will be required on the premises, there shall be no charge for water on the premises from the time of notifying the city until further notice is given by such owner or agent or lessee that the discontinued service be resumed.

(c) Prior delinquent bills. An applicant for water services may be refused service if the applicant has previous delinquent and unpaid bills for water service at another location served by the city or other delinquent or unpaid city bills, licenses, fees, permits, or other charges.

(d) Nonreciept of Bills. Whether a water service bill is delivered to an account holder by the city through the United State Postal Service or electronically at the mailing address or electronic mail address provided by the account holder in its application for water service, the failure of the consumer to receive such a bill does not relieve the consumer of the requirement for payment, nor is nonreceipt of a bill cause to remove a penalty from the account.

(e) Registration Failure; bill estimation. If a water meter fails to register during any two-month billing period, a charge will be made upon the amount of water used during the same two-month period during the previous year. If there was no meter at the premises in question during the previous year, a charge will be made upon the estimate fixed by the water superintendent or director which shall be paid by the consumer.

(f) Assumption of use.

(1) In all cases the city will assume that water has been used where any person has had the opportunity to use water, and even though he/she may not have used any water during the billing period he/she will not be entitled to any rebate from the regular rate provided in such cases unless he/she has notified the city in writing to discontinue such service.

(2) The city's regular rates for water shall be charged in every instance for premises vacated until the city shall have been notified in writing by the owner or his agent and filed with the service clerk in the water division of the discontinuance of the use of water upon such premises.

(g) Liability during discontinued period. If, after water service has been discontinued but before the service is reconnected for the new customer, the meter indicates water has been used, the owner of the property shall be responsible for charges incurred during the discontinued period.

(h) Records. The city shall keep a complete set of books or accounts showing all financial transactions with reference to the city water division and shall make or cause to be made all collections for water service.

(i) Dispute settlement. If a dispute arises between any water consumer and the city concerning water service or the amount of the water bill to such consumer, the dispute, subject to any applicable procedures of Sections 94-161 and 94-162, may be settled subject to the approval of the San Fernando City Council and the Finance Director. The provisions and procedures provided for in this section are permissive, only, and shall in no way affect any of the other sections of this article or bind the city to any set formula for settling disputes.

Sec. 94-152. Supplanted service.

If the city's public works improvements interfere with existing water service to a consumer provided by a supplier other than the city, the city may, upon agreement of all parties affected, provide such water service instead of such other supplier. The city reserves the right and power to contract separately with any such consumer for the sale and delivery of water at times, places and prices to be fixed by the city council. The council may agree to furnish water to such consumer at prices equivalent to those paid by the city consumer to the supplanted supplier if it finds the city benefits thereby.

Sections 94-153 to 94-160 [Reserved]

Sec. 94-161. Residential Billing, Delinquences and Discontinuation of Service.

(a) Residential Billing.

(1) Residential water meters shall be read on a bimonthly basis and bills for such service will be rendered to each residential water consumer on a bi-monthly basis. The Finance Director shall, as soon as practical, after the first day of the month following the two-month billing period in which the charges were incurred, deliver to each residential water consumer a statement of water service charges for the preceding two-month billing period. All charges shall be due and payable upon presentation (the "due date"), and the charges shall become delinquent if not paid by the first day of the month immediately

following the month in which the bill for charges was issued (the "delinquency date"). The term "presentation" shall mean the date when bills are deposited into the mail or delivered electronically, whichever the case may be. For purposes of this Section 94-161, the capitalized term "Finance Director" shall mean the Finance Director of the City of San Fernando or designee.

(2) All water services charges shall be paid (i) in person at the Finance Department counter located at San Fernando City Hall during the City's regular business hours; or (ii) at the City's designated night drop-box located at San Fernando City Hall; or (iii) by mail delivered to the address indicated on the water service bill; or (iv) by such other means as may prescribed by the City. Payment for residential water service charges made by United States mail where the envelope containing such payments is properly addressed, bears sufficient postage, and is postmarked on or before the delinquency date, shall be accepted as payment before delinquency. If the day on which the payment of charges would otherwise be delinquent falls on a Saturday, Sunday, or holiday, the next full business day thereafter shall be considered as a day on which the delinquency occurs.

(b) Delinquent bills. The following rules apply to residential consumers whose bills remain unpaid for more than sixty (60) calendar days following the delinquency date:

(1) Courtesy Carry-Over of Unpaid Sums. If $50 or less remains unpaid on unpaid on individual bimonthly bill, the unpaid sum will be carried over and added to the next billing period.

(2) Late charge. A late charge in an amount approved by city council resolution may be assessed and added to the outstanding balance on the consumer's account if the amount owing on that account is not paid before the delinquency notice is generated.

(3) Delinquency notice. If payment for a bill rendered is not made on or before the 30th day following the due date, a notice of delinquent payment (the "delinquency notice") will be mailed to the consumer, provided that such notice must be delivered no less than seven (7) business days prior to any discontinuation of service date identified in the delinquency notice itself. For purposes of this Section 94-161, the term "business days" shall mean Monday through Friday of each week, excluding those days in which the city is closed for business in observance of a city-observed holiday. If the consumer's address is not the address of the property to which the service is provided, the delinquency notice must also be sent to the address of the property served, addressed to "occupant." The delinquency notice must contain the following information:

(A) The consumer's name and address;

(B) Amount of delinquency;

(C) Date by which payment or arrangement for payment must be made to avoid discontinuation of service;

(D) Description of the process to apply for an extension of time to pay the amount owing;

(E) Description of the procedure to petition for review and appeal of the bill giving rise to the delinquency; and

(F) Description of the procedure by which the consumer can request a deferred, amortized, reduced or alternative payment schedule.

The city may alternatively provide notice to the consumer of the impending discontinuation of service by telephone. If that notice is provided by telephone, the city shall offer to provide the consumer with a copy of this policy and also offer to discuss with the consumer the options for alternative payments, as described in Section 94-161(c)(3), below, and the procedures for review and appeal of the consumer's bill, as described in Section 94-161(l), below.

(4) Unable to contact customer. If the city is unable to contact the consumer by written notice (e.g., a mailed notice is returned as undeliverable) or by telephone, the city will make a good faith effort to visit the residence and leave, or make other arrangements to place in a conspicuous location, a notice of imminent discontinuation of water service for nonpayment, and a copy of this policy.

(5) Requirements for Landlord-Tenant Relationships.

(A) If the city furnishes individually metered residential water service to residential occupants of a detached single-family dwelling, a multiunit residential structure, mobilehome park, or permanent residential structure in a labor camp as defined in Section 17008, and the owner, manager, or operator of the dwelling, structure, or park is the customer of record, the city shall make every good faith effort to inform the residential occupants, by means of written notice, when the account is in arrears that service will be terminated at least ten (10) calendar days prior to the termination. The written notice shall further inform the residential occupants that they have the right to become customers, to whom the service will then be billed, without being required to pay any amount that may be due on the delinquent account.

(B) The city is not required to make service available to the residential occupants unless each residential occupant agrees to the terms and conditions of service and meets the requirements of law and the city's

rules and tariffs. However, if one or more of the residential occupants are willing and able to assume responsibility for the subsequent charges to the account to the satisfaction of the Finance Director, or if there is a physical means legally available to the city of selectively terminating service to those residential occupants who fail to meet the requirements of the city's rules and tariffs, the city shall make service available to those residential occupants who have met those requirements.

(C) If prior service for a period of time is a condition for establishing credit with the city, residence and proof of prompt payment of rent or other credit obligation acceptable to the city for that period of time shall be a satisfactory equivalent.

(D) Any residential occupant who becomes a customer of the city pursuant to this section whose periodic payments, such as rental payments, include charges for residential water service, where those charges are not separately stated, may deduct from the periodic payment each payment period all reasonable charges paid to the covered water system for those services during the preceding payment period.

(E) In the case of a detached single-family dwelling, the city may do any of the following: (i) Give notice of termination at least seven days prior to the proposed termination; or (ii) In order for the amount due on the delinquent account to be waived, require an occupant who becomes a customer to verify that the delinquent account customer of record is or was the landlord, manager, or agent of the dwelling. Verification may include, but is not limited to, a lease or rental agreement, rent receipts, a government document indicating that the occupant is renting the property, or information disclosed pursuant to Section 1962 of the Civil Code.

(6) Water shut-off deadline. Payment for water service charges must be received at San Fernando City Hall no later than 5:00 p.m. on the date specified in the delinquency notice. Payment made by regular mail that is postmarked prior to the water shut-off deadline but received by city after the deadline will be considered untimely.

(7) Notification of returned check. Upon receipt of a returned check rendered as remittance of water service or other charges, the city will consider the account not paid. The city will attempt to notify the consumer in person and leave a notice of termination of water service at the premises. Water service will be disconnected if the amount of the returned check and returned check charge are not paid by the due date specified on the notice, which due date shall not be sooner than the date specified in the delinquency notice; or, if a delinquency notice has not been previously provided, no sooner than the 60th

day after the due date for which payment by the returned check had been made. To redeem a returned check and to pay a returned check charge, all amounts owing must be paid by cash or certified funds.

(8) Returned check tendered as payment for water service disconnected for nonpayment.

(A) If the check tendered and accepted as payment which resulted in restoring service to an account that had been disconnected for nonpayment is returned as non-negotiable, the city may discontinue said water service upon at least three (3) calendar days' written notice. The consumer's account may only be reinstated by receipt of outstanding charges in the form of cash or certified funds. Once the consumer's account has been reinstated, the account will be flagged for a one-year period indicating that a non-negotiable check was issued by the consumer.

(B) If at any time during the one-year period described above, the consumer's account is again disconnected for nonpayment, the city may require the consumer to pay cash or certified funds to have that water service restored.

(c) Conditions prohibiting discontinuation. The city shall not discontinue residential water service if all of the following conditions are met:

(1) Health conditions. The consumer or tenant of the consumer submits certification of a primary care provider that discontinuation of water service would (i) be life threatening, or (ii) pose a serious threat to the health and safety of a person residing at the property. (The term "primary care provider" shall have the same meaning as set forth under California Health & Safety Code § 116910(a)(1) as the same may be amended from time to time.); and

(2) Financial inability. The consumer demonstrates he or she is financially unable to pay for water service within the water system's normal billing cycle. The consumer is deemed "financially unable to pay" if any member of the consumer's household is: (i) a current recipient of the following benefits: CalWORKS, CalFresh, general assistance, Medi-Cal, SSI/State Supplementary Payment Program or California Special Supplemental Nutrition Program for Women, Infants, and Children; or (ii) the consumer declares the household's annual income is less than 200% of the federal poverty level; and

(3) Alternative payment arrangements. The consumer is willing to enter into an amortization agreement, alternative payment schedule, or a plan for deferred or reduced payment, consistent with the provisions of Section 94-161(f), below.

(d) Process for determination of conditions prohibiting discontinuation of service.

(1) The water consumer bears the burden of proving compliance with the conditions described in Section 94-161(c), above.

(2) To allow the city to commence the processing and consideration of any request for assistance by a consumer, the consumer shall first provide the city with all necessary documentation corroborating the existence of each of the conditions listed under Section 94-161(c), above, as far in advance as possible of any proposed date for discontinuation of service.

(3) Upon receipt of such documentation, the Finance Director, shall review such documentation and respond to the consumer within seven (7) calendar days with either request additional information, including information relating to the feasibility of the available alternative arrangements, or notify the consumer of the alternative payment arrangement, and terms thereof as referenced under Section 94-161(f), below, in which the city will allow the consumer to participate.

(4) If the city request additional information, the consumer shall provide the requested information within five (5) calendar days of receipt of the city's written request. Within five (5) calendar days of its receipt of all of the requested additional information, the city shall either notify the consumer in writing that the consumer does not meet the conditions of Section 94-161(c), above, or notify the consumer in writing of the alternative payment arrangement, and terms thereof, Section 94-161(f) below, in which the city will allow the consumer to participate.

(5) Consumers who do not meet the conditions described in Section 94-161(c), above, must pay the delinquent amount, including any penalties and other charges, owing to the city by or before the latter of the following: (i) two (2) business days after the date of notification from the city of the city's determination the consumer failed to meet those conditions; or (ii) the date of the impending service discontinuation, as specified in the delinquency notice.

(e) Special rules of low income consumers. Consumers are deemed to have a household income below 200% of the federal poverty line if: (i) any member of the consumer's household is a current recipient of the following benefits: CalWORKS, CalFresh, general assistance, Medi-Cal, SSI/State Supplementary Payment Program or California Special Supplemental Nutrition Program for Women, Infants, and Children; or (ii) the consumer declares the household's annual income is less than 200% of the federal poverty level. If a consumer demonstrates either of those circumstances, then the following shall apply:

(1) Reconnection fees. If water service has been discontinued and is to be reconnected, then any reconnection fees during the city's normal operating hours may not exceed $50.00, and reconnection fees during nonoperational hours may not exceed $150.00. Such fees may not exceed the actual cost of reconnection if that cost is less than the statutory caps. Fee caps may be adjusted annually for changes in the Consumer Price Index for the Los Angeles-Long Beach-Anaheim metropolitan area beginning on January 1, 2021.

(2) Interest waiver Waive interest charges on delinquent bills once every twelve (12) months.

(f) Alternative payment arrangements. The city shall offer residential consumers one of the following alternative payment arrangements, to be selected by the city in city's sole discretion: (i) amortization of the unpaid balance; (ii) an alternative payment schedulde; (iii) partial reduction of the unpaid balance provided that any such reduction shall be funded from a source that does not result in additional charges being imposed on other city customers; or, (iv) temporary deferral of payment. The Finance Director, shall, in the exercise of reasonable discretion, select the most appropriate alternative payment arrangement after reviewing the information and documentation provided by the consumer and taking into consideration the consumer's financial situation and city's payment needs. As authorized under the Health & Safety Code, the city reserves the right to set parameters for each of the options described above as may be adopted by city policy.

(1) Amortization. If the city selects an amortization plan for the consumer, the plan shall be subject to the following terms:

(A) Term. The consumer shall pay the unpaid balance, with the administrative fee and interest over a period not to exceed twelve (12) months, as determined by the Finance Director; provided, however, that the Finance Director, in his or her reasonable discretion, may apply an amortization term of longer than twelve (12) months to avoid undue hardship on the consumer. The unpaid balance, together with the applicable administrative fee and any interest to be applied, shall be divided by the number of months in the amortization period, and that amount shall be added each month to the consumer's ongoing monthly bills for water service.

(B) Administrative fee; interest. For any approved amortization plan, the consumer will be charged an administrative fee, in the amount established by the city from time to time by resolution, representing the cost to the city of initiating and administrating the plan. At the discretion of the Finance Director, interest at an annual rate not to exceed the legally allowable rate under California law shall be applied to any amounts to be amortized.

(C) Compliance with plan. The consumer must comply with the amortization plan and remain current as charges accrue in each subsequent billing period. The consumer may not request further amortization of any subsequent unpaid charges while paying delinquent charges pursuant to an amortization plan.

(2) Alternative payment schedule. If the city selects an alternative payment schedule for the consumer, such arrangement shall be subject to the following conditions:

(A) Repayment period. The consumer shall pay the unpaid balance, with the administrative fee and interest over a period not to exceed twelve (12) months, as determined by the Finance Director; provided, however, that the Finance Director, in his or her reasonable discretion, may extend the repayment period for longer than twelve (12) months to avoid undue hardship on the consumer.

(B) Administrative fee; interest. For any approved alternative payment schedule, the consumer will be charged an administrative fee, in the amount established by the city from time to time by resolution, representing the cost to the city of initiating and administering the schedule. At the discretion of the Finance Director, interest at an annual rate not to exceed the legally allowable rate under California shall be applied to any amounts to be amortized.

(C) Schedule. After consulting with the consumer and considering the consumer's financial limitations, the Finance Director, shall develop an alternative payment schedule to be agreed upon with the consumer. The alternative schedule may provide for periodic lump sum payments that do not coincide with the city's established payment date, may provide for payments to be made more frequently than monthly, or may provide that payments be made less frequently than monthly, provided that in all cases, subject to Section 94-161(i)(1), above, the unpaid balance and administrative fee shall be paid in full within twelve (12) months of establishment of the payment schedule. The agreed upon schedule shall be set forth in writing and be provided to the consumer.

(D) Compliance with plan. The consumer must comply with the agreed upon payment schedule and remain current as charges accrue in each subsequent billing period. The consumer may not request a longer payment schedule for any subsequent unpaid charges while paying delinquent charges pursuant to a previously agreed upon schedule.

(3) Reduction of unpaid balance. If the city elects to grant a partial reduction of the unpaid balance owed by the consumer, such arrangement shall be subject to the following conditions:

(A) Amount of Reduction. The reduction shall not to exceed 20% of that balance. The proportion of any reduction shall be determined by the consumer's financial need, the city's financial condition and needs, and the availability of funds to offset the reduction of the consumer's unpaid balance.

(B) Repayment Period. The consumer shall pay the reduced balance by or before a date to be set by the Finance Director in his or her reasonable discretion (the "reduced payment due date") which date shall be at least fifteen (15) calendar days after the date the reduction is authorized by the Finance Director.

(C) Compliance with Plan. The consumer must pay the reduced balance by or before the reduced payment due date and must remain current in paying in full any charges that accrue in each subsequent billing period.

(4) Temporary deferral of payment. If the city elects to temporarily defer payment, such arrangement shall be subject to the following conditions:

(A) Length of Temporary Deferral. The Finance Director shall determine the date by which payment shall be deferred (the "payment deferral date") in his or her reasonable discretion, provided that no deferral may exceed a period of twelve (12) months from the original due date as defined under Section 94-161(a)(1), above.

(B) Compliance with reduced payment date. The consumer must pay the deferred sums by the payment deferral date and must remain current in paying in full any charges that accrue in each subsequent billing period.

(5) Discontinuation – Failure to Comply with Alternatives. Residential water service may be discontinued no sooner than five (5) business days after the city posts a final notice of intent to disconnect service in a prominent and conspicuous location at the property under either of the following circumstances:

(A) The customer fails to complay with an amortization agreement, an alternative payment schedule, or a deferral or reduction in payment plan for delinquent charges for sixty (60) calendar days or more.

(B) While undertaking an amortization agreement, an alternative payment schedule, or a deferral or reduction in payment plan for delinquent charges, the customer does not pay their current residential service charges for sixty (60) days or more.

(g) Appeals.

(1) Appeal to Contest Charges. No later than thirty (30) calendar days from the due date of a water bill, a consumer may request a review and appeal to contest the accuracy of any charges stated in a consumer's water bill or any other alleged errors in calculation. Such request must be made in writing and be delivered to the office of the City Clerk to the attention of the Finance Director. For so long as the consumer's appeal and any resulting investigation is pending, the city may not discontinue water service to the consumer. A consumer who fails to timely submit a request for review and appeal under this Section 94-161(g)(1) shall be deemed to have accepted that charges stated in the water bill are accurate and free of error and waives any further right to contest the same. The preceding sentence notwithstanding, a consumer retains the right to seek alternative relief as provided under Section 94-161(f).

(2) Appeal Hearing. Following receipt of a request for review and appeal, a hearing date shall be promptly set before the Finance Director. After evaluation of the evidence provided by the consumer and the information on file with the city concerning the water charges in question, the Finance Director shall issue a written decision. The decision of the Finance Director shall be final and binding.

(A) Water Charges Found to be Incorrect. If water charges are found to be inaccurate or otherwise in error, any overcharges will be reflected as a credit on the next regular bill to the consumer, or refunded directly to the consumer, at the sole discretion of the Finance Director.

(B) Water Charges Found to be Correct. If the water charges in question are found to be accurate and free of error, such charges shall be considered immediately due and payable and shall be considered delinquent if unpaid by the original delinquency due day stated under Section 94-161(a)(1). If the Finance Director's decision is issued after the passing of the original delinquency due date, the charges will be considered immediately delinquent but the city may not discontinue service for a period of sixty (60) calendar days from the date of the Finance Director's decision. The consumer may also seek the alternative relief afforded under Section 94-161(f), above.

(3) No Disconnection Pending Appeal. Water service to any consumer shall not be discontinued at any time during which the consumer's appeal is pending.

(h) Restoration of water services. To resume or continue water service that has been discontinued by the city due to nonpayment, the consumer must pay a security deposit and a reconnection fee established by the city council by resolution, subject to the limitations set forth in Section 94-161(e)(1), above. The city will endeavor to make such reconnection as soon as practicable as a convenience to the consumer. The city shall make the reconnection no later than the end of the next regular working day following the consumer's request and payment of any applicable reconnection fee.

(i) Publication of Annual Discontinuations of Residential Service. The city shall comply with the publication requirements of Health and Safety Code Section 116918 as the same may be amended from time to time.

(j) Termination due to unauthorized actions of customers. Nothing in this section shall apply to the termination of residential water service due to unauthorized action of a customer.

Sec. 94-162. Nonresidential Billing, Delinquencies and Discontinuation of Service.

(a) Nonresidential Billing.

(1) Nonresidential water meters shall be read on a bimonthly basis and bills for such service will be rendered to each consumer on a bi-monthly basis. The Finance Director shall, as soon as practical, after the first day of the month succeeding the two-month period in which the charges were incurred, mail or deliver to each nonresidential water consumer a statement of water service charges for the preceding two-month period. All water services charges shall be due and payable upon presentation, and such charges shall become delinquent if not paid thirty (30) calendar days thereafter. The term "presentation" shall mean the date when bills are deposited into the mail or delivered electronically, whichever the case may be.

(2) All water services charges shall be paid in person at Finance Department counter located at San Fernando City Hall during the City's regular business hours; at the City's designated night drop-box located at San Fernando City Hall; by mail at the mailing address indicated on the water service bill; or by such other means as prescribed by the City. Payment for nonresidential water service charges made by United States mail where the envelope containing such payments is properly addressed, bears sufficient postage, and is postmarked at any time prior to 12:00 midnight of the day on which such charges would otherwise become delinquent shall be accepted as payment before delinquency. If the day on which the payment of charges would otherwise be delinquent falls on a Saturday, Sunday, or holiday, the next full business day thereafter shall be considered as a day on which the delinquency occurs.

(b) Deposit Increase for Delinquent Nonresidential Accounts. If a nonresidential water consumer who has made a deposit to guarantee the payment of water service charges fails to pay the consumer's delinquent bill together with all added penalties and fees before the 20th day following the day in which such bill becomes delinquent, the deposit shall be increased to the minimum set by section 94-263, or increased to the equivalent of the delinquent amount including penalties and fees.

(c) Payment Extensions and Penalty and Fee Waivers. If the Finance Director determines that an extension of time or relief from any penalty for violation of this division should be granted, the director or designee may authorize in writing an extension of such time limits not to exceed 30 calendar days or authorize the waiver of penalties. Only one such extension or waiver shall be granted in a calendar year, except in hardship situations as determined by the Finance Director, who shall maintain a record of reasons for granting the extension. No extension of time may be granted to waive delinquent penalties. Elected officials are not eligible for any payment extensions and penalty and fee waivers without the express consent of the city council.

(d) Penalty for nonresidential water consumers. When all or any part of any water bill remains unpaid after the date on which it becomes delinquent, a penalty in an amount or percentage as may be established by City Council resolution shall be added to such bill upon its becoming delinquent and shall be collected from the consumer.

(e) Disconnection for delinquency. If a bill for nonresidential water service charges, penalties, and disconnection notice delivery fee is not paid, the water service shall be turned off after a final notice advising the customer of such shutoff on or before the expiration of approximately twenty (20) calendar days following the date on which it becomes delinquent. A further administrative/reconnection fee; other delinquent or unpaid city bills, licenses, fees, permits, or other charges; and a security deposit shall be paid before the service is then reconnected, pursuant to section 94-263. No checks shall be accepted for payment of disconnected accounts. A final notice of imminent disconnection of water service shall be made to the occupants of the premises before service is discontinued. A fee per unit for this notification will be charged to the account as pursuant to section 94-263.

SECTION 3. CEQA. The City Council has determined that the proposed Ordinance is not a "project" as defined by the California Environmental Quality Act (CEQA) Guidelines Section 15378.

SECTION 4. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase would be subsequently declared invalid or unconstitutional.

SECTION 5. Inconsistent Provisions. Any provision of the San Fernando Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to the extent necessary to implement the provisions of this Ordinance.

SECTION 6. Construction. The City Council intends this Ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this Ordinance shall be construed in light of that intent. To the extent the provisions of the San Fernando Municipal Code as amended by this Ordinance are substantially the same as the provisions of that Code as it read prior to the adoption of this Ordinance, those amended provisions shall be construed as continuations of the earlier provisions and not as new enactments.

SECTION 7. Publication and Effective Date. This Ordinance is enacted pursuant to the authority conferred upon the City Council by Government Code Sections 36934 and 36937 and shall be in full force and effect as of July 1, 2024 by a four-fifths (4/5) vote of the City Council. The City Clerk shall cause this Ordinance to be published once in a newspaper of general circulation within fifteen (15) days after its adoption.

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

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

ATTEST:

Julia Fritz, City Clerk

APPROVED AS TO FORM:

Richard A. Padilla, Assistant City Attorney

ORD NO. 1722

CERTIFICATION

I, City Clerk of the City of San Fernando, California, do hereby certify that the foregoing is a full, true, and correct copy of Ordinance No. 1722 which was introduced on May 6, 2024, adopted at a regular meeting of the the City Council of the City of San Fernando, California, held on the May 20, 2024, by the following vote of the City Council:

AYES: Garcia, Solorio, Fajardo, Mendoza, Rodriguez - 5

NAYS: None

ABSENT: None

ABSTAINED: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this 29th day of May, 2024.

Julia Fritz, City Clerk

THE CITY OF SAN FERNANDO

ATTACHMENT "B"

POLICY/PROCEDURE

SUBJECT	ISSUANCE	
DISCONTINUATION OF RESIDENTIAL WATER SERVICES FOR NON-PAYMENT	ORIGINAL DATE 07/15/2024	EFFECTIVE 07/15/2024
	CURRENT DATE 07/15/2024	EFFECTIVE 07/15/2024

CATEGORY	POLICY NO.	SUPERSEDES
PUBLIC WORKS	PW-07152024	N/A

MANAGEMENT POLICY/PROCEDURES

SECTION I. PURPOSE

In compliance with the Water Shutoff Protection Act (Cal. Health & Safety Code §§ 116900 – 116926) and City of San Fernando Municipal Code Sections 94-151 through 94-164 of Division I, Chapter 94 (Utilities), Article III (Water), the City hereby adopts a written policy containing certain procedures before the discontinuation of residential water service for nonpayment. In addition, residential water service must be delinquent for at least sixty (60) days before the account is eligible for disconnection.

SECTION II. POLICY STATEMENT

If a residential water service account is delinquent for sixty (60) days or more, the City will discontinue water service after complying with the Water Shutoff Protection Act, as applicable. This policy will serve as a guide to inform City customers on options to bring delinquent accounts current and avoid discontinuation of residential water service for nonpayment. To the extent that this Policy conflicts with any other City rules, regulations, or policies, this Policy shall prevail. This policy does not apply to any accounts for non-residential service.

SECTION III. PAYMENT ARRANGEMENTS

A customer may request an extension on the payment of their account only after a disconnection notice has been delivered. The City may grant an extension, in its sole discretion. Any such extension may not exceed thirty (30) days after the final due date on the disconnection notice. Only one such extension or waiver shall be granted in a calendar year, except in hardship situations as determined by the Administrative Services Director, who shall maintain a record of reasons for granting the extension. Late fines and penalties will not be waived as a result of an approved extension. Accounts with four or more bills outstanding will not be granted an extension.

A customer may also request an installment payment plan after a disconnection notice has been delivered. To avoid undue hardship to the customer, the City may grant an installment payment plan, in its sole discretion. Any such payment plan shall provide for full payment of past-due amounts within a period no longer than twelve (12) months. The written agreement shall be for a period not to extend beyond twelve (12) months; provided, however, that the Administrative Services Director, in his or her reasonable discretion, may apply a term of longer than twelve (12) months to avoid undue hardship on the consumer.

The City may discontinue water service if a customer who has been granted an extension or payment plan under this Section 3 fails to pay by the extended due date or a due date under the payment plan.

SECTION IV. SPECIAL MEDICAL AND FINANCIAL CIRCUMSTANCES UNDER WHICH SERVICES WILL NOT BE DISCONTINUED

Conditions

The City will not discontinue water service if all of the following three (3) conditions are met:

1. The customer, or tenant of the customer, submits to the City the certification of a licensed primary care provider that discontinuation of water service will be life threatening to, or pose a serious threat to the health and safety of, a resident of the premises where residential service is provided.

2. The customer is unable to pay for residential service within the City's normal billing cycle. The customer is deemed financially unable to pay during the normal billing cycle if any member of the customer's household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, California SSI/SSP or California Special Supplemental Nutrition Program for Women, Infants, and children, or The customer declares under penalty of perjury that the household's income is less than two hundred percent (200%) of the federal poverty level. A certification form will be provided for the customer to make the declaration.

3. The customer is willing to enter into a written agreement with the City regarding an extension or other payment plan for delinquent charges. The City will select terms and conditions of the payment plan that will be set forth in a written agreement. The written agreement shall be for a period not to extend beyond twelve (12) months; provided, however, that the Administrative Services Director, in his or her reasonable discretion, may apply a term of longer than twelve (12) months to avoid undue hardship on the consumer.

Customer Demonstration, and the City Review, of Qualifications

The customer is responsible for demonstrating that the qualifications in Section 4.A above have been met. Upon receipt of documentation from the customer, the City will review the documentation within seven (7) calendar days and either: (a) notify the customer of the terms and conditions selected by the City and require the customer's signature on the payment plan agreement; (b) request additional information from the customer; or (c) notify the customer they do not meet the qualifications.

Failure to Comply

The City may discontinue water service if a customer who has been granted a payment arrangement under this Section 4 fails to do either the following for sixty (60) days or more: (i) pay any amount due under the payment plan; or (ii) pay their current charges for water service while the payment plan is in effect. The City will post a final notice to discontinue service in a prominent and conspicuous location at the service address at least seven (7) business days before discontinuation of service. The final notice will not entitle the customer to any investigation or review by the City under Section 5.

PROCEDURE TO CONTEST OR DISPUTE A BILL

Procedures to Contest or Dispute a Bill

Whenever the accuracy of a bill for water service is questioned, the customer of record may initiate a written dispute or request an investigation regarding the amount of the bill within ten (10) days of receiving the disputed bill. The written dispute must include supporting information or evidence. The Public Works Department will review all timely disputes or requests for an investigation. The review will include consideration of whether the customer may receive an installment payment plan for the unpaid balance. Water service will not be discontinued for nonpayment while the investigation dispute is pending, or during an appeal. The City, in its sole discretion, may review untimely disputes or requests for investigation, but such disputes or requests are not be subject to appeal.

Appeal to the Administrative Services Department

If the complainant is not satisfied with the decision of the Public Works Department, he or she may file a written appeal with the Administrative Services Department within ten (10) days of the Public Works Department decision. After submission of the appeal, the Administrative Services Director shall reply in writing within ten (10) days to the complainant regarding the appeal. If the customer is not satisfied with the City's written reply, he or she then has ten (10) days from the date of such written reply to appeal the reply by requesting a conference with the City. The conference shall be set as expeditiously as possible, and the complainant shall receive written notice of the time and place of the conference. After the conference, the City shall report within ten (10) days in writing to the complainant regarding their decision.

SECTION VI. CITY CONTACT INFORMATION

For questions or assistance regarding water bills, including options to avoid discontinuation of service for nonpayment, the City's Water Customer Service staff can be reached during normal business hours at (818) 898-1245. Normal business hours are Monday through Thursday, from 7:30 a.m. to 5:30 p.m. and Friday from 8:00 a.m. – 5:00 p.m., with closures/amended hours for observed holidays.

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Vice Mayor Mary Solorio and Councilmembers

From: Mayor Mary Mendoza

Date: January 6, 2024

Subject: Consideration to Appoint a Parks, Wellness and Recreation Commissioner

RECOMMENDATION:

I have requested to place on the agenda (Attachment "A") for the City Council to approve Fredy Ortega (Exhibit "A" to Attachment "A") be appointed as my representative to the Parks, Wellness and Recreation 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 December 9, 2024, Mayor Mendoza's appointed representative to the Parks, Wellness and Recreation Commission, Patty Lopez was sworn-in as a new Councilmember-elect to the City of San Fernando City Council. This immediately created an unscheduled Commissioner vacancy effective, December 10, 2024.

3. On December 18, 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 December 31, 2024, Fredy Ortega submitted an application (Exhibit "A" to Attachment "A") seeking consideration as my representative to be appointed to the Parks, Wellness and Recreation Commission to fill the unscheduled vacancy.

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 through the Fiscal Year 2024-2025 Adopted Budget.

CONCLUSION:

I recommend that Fredy Ortega be appointed as my representative to the Parks, Wellness and Recreation Commission to fill the Commissioner unscheduled 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

THE CITY OF SAN FERNANDO

ATTACHMENT "A"

REQUEST TO AGENDIZE AN ITEM FOR CITY COUNCIL DISCUSSION/CONSIDERATION

CITY COUNCILMEMBER INFORMATION

NAME	TITLE
Mary Mendoza	Mayor

ITEM INFORMATION

SUBJECT *Title of the item you are requesting to be agendized.*

CONSIDERATION TO APPOINT A PARKS. WELLNESS, AND RECREATION COMMISSIONER

PRIORITIES *Is this included in the current FY priorities?*	BUDGET *Is this a budgeted item?*	FISCAL IMPACT *Is there a fiscal impact? If yes, indicate amount.*
☑ Yes ☐ No	☑ Yes ☐ No	☐ Yes ☑ No $

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

i am requesting this item to be agendized to address the vacancy on the Parks, Wellness, and Recreation Commission created by Patty Lopez who is now a Council member as of December 5, 2024 I am proposing Fredy Abelardo Ortega for the position. He has played sports in various parks in the San Fernando Vallley and understand the need of of park facilities and amenities. He is committed to attending meetings and will represent the residents of the City of San Fernando to the best of his ability.

ATTACHMENTS *Do you have any attachments to include?*

☑ Yes ☐ No

RECOMMENDATION *Indicate the direction you are recommending.*

I recommend that Fredy Abelardo Ortega be appointed as my representative to the Parks, Wellness, and Recreation Commission to fill the vacancy left by Patty Lopez winning the November 7, 2024 election.

THE CITY OF SAN FERNANDO

RECOMMENDED BY CITY COUNCILMEMBER: Mary Mendoza

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.	
Fredy Abelardo Ortega		
RESIDENCE ADDRESS	CITY & STATE	ZIP CODE
	San Fernando CA	91340
MAILING ADDRESS *If different than above*	CITY & STATE	ZIP CODE
EMAIL ADDRESS *Business or personal to be used for Commission activity*		
EMPLOYER	POSITION	
BUSINESS ADDRESS	CITY & STATE	ZIP CODE
BUSINESS PHONE		

ARE YOU RELATED TO THE NOMINATING COUNCILMEMBER?

☐ YES ☑ NO IF YES, HOW ARE YOU RELATED? _____

DO YOU OWN PROPERTY IN THE CITY OF SAN FERNANDO? *If yes, please list the address(es)*

☐ YES ☑ NO

DO YOU OWN OR OPERATE A BUSINESS IN SAN FERNANDO? *If yes, please state the name, nature of the business, and business license number*

☐ YES ☑ 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
F Ortega	12-31-2024

THE CITY OF SAN FERNANDO

APPLICATION TO SERVE ON A CITY COMMISSION

COMMISSION APPLICATION CHOICE(S) *Please indicate which Commission you are interested in*

- ☐ EDUCATION COMMISSION
- ☑ 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

ATTACHMENT "A"
EXHIBIT "A"

Fredy Ortega
Bio

Fredy Ortega has lived in the City of San Fernando for five years and spent his entire life in the San Fernando Valley. He graduated from Birmingham Community Charter High School in 2017 and has pursued various professional certifications, including a Leadership Certificate from the Leadership Institution and a Plumbing Certification from West Valley Occupational Center.

With expertise in irrigation systems and drains, Fredy developed his skills at an early age by assisting his grandfather with residential plumbing projects during summer vacations. He now owns a plumbing business, which he has successfully operated for the past three years.

Fredy is passionate about giving back to his community. He plans to volunteer with TreePeople to help plant trees and enhance the environment in San Fernando. At [illegible] years old, he is committed to fostering wellness and recreation opportunities for the city's residents. Fredy also leads a recreational sports team, which he manages every Friday, reflecting his love for sports and community engagement.

Fredy's desire to join the Parks, Wellness, and Recreation Commission stems from his passion for the city and its growth. He is eager to contribute to the community in meaningful ways while continuing to learn and grow in this role. Fredy believes that serving on the commission will allow him to make a lasting, positive impact on San Fernando's parks and recreational programs.

City Code Pertaining to All Commissions

PARKS, WELLNESS AND RECREATION COMMISSION

Sec. 54-56. Created.

There is created and established a recreation and community services commission in and for the city, which shall be known as the "parks, wellness and recreation commission." All references in this Code to the "recreation and community services" commission shall be to the parks, wellness and recreation commission.

(Ord. No. 1586, § 4, 3-16-2009)

Sec. 54-57. Composition and appointment of members.

The parks, wellness and recreation commission shall consist of five members, each with full participation and voting rights. Each member shall be appointed by a different appointing councilperson, with such appointment to be ratified by the city council. Such members of the parks, wellness and recreation commission shall be registered voters and city residents.

(Ord. No. 1586, § 4, 3-16-2009)

Sec. 54-58. Officers.

The members shall organize the parks, wellness and recreation commission and shall select 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.

(Ord. No. 1586, § 4, 3-16-2009)

Sec. 54-59. Compensation of members.

The council shall fix the amount of compensation, if any, to be paid to the members of the parks, wellness and recreation commission.

(Ord. No. 1586, § 4, 3-16-2009)

Sec. 54-60. Meetings generally.

Members of the parks, wellness and recreation commission shall meet at such time and place as may be fixed by resolution.

(Ord. No. 1586, § 4, 3-16-2009)

Sec. 54-61. Quorum.

Three members of the parks, wellness and recreation 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 until a quorum can be obtained.

City Code Pertaining to All Commissions

(Ord. No. 1586, § 4, 3-16-2009)

Sec. 54-62. Absence from meetings.

(a) Absence from three consecutive regular meetings of the parks, wellness and recreation commission by a member with or without consent of the commission shall be deemed to constitute a retirement of such member, and his 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. 1586, § 4, 3-16-2009)

Sec. 54-63. Powers and duties generally.

The powers and duties of the parks, wellness and recreation commission shall be:

(1) Initiating studies, investigations and surveys and making recommendations to the city council relative to the creation, operation, maintenance, management and control of the community recreation programs of parks, playgrounds and indoor and outdoor recreational activities.

(2) Subject to the prior approval of the city council, adopting by resolution, rules and regulations not inconsistent with this code and city ordinances, for the maintenance, improvement, use and operation of the parks, playgrounds, bathing facilities, recreation centers and other similar facilities of the city. A complete file of such rules and regulations shall be maintained in both the city clerk's office and that of the director of recreation and community services, with resolutions in the customary form and numbered numerically.

(3) Participate in the development of a master plan for all parks and playgrounds owned and operated by the city and, upon approval of the plans by the city council, working consistently toward the achievement of the plan and for the improvement of the plan as originally approved.

(4) Initiating studies, investigations and surveys and making recommendations to the city council relative to health, wellness and fitness, including such activities and programs created and/or maintained for the same by the director of recreation and community services.

(5) Upon request of the city council, making other investigations, reports and recommendations upon subjects or other matters referred to it by the city council.

(Ord. No. 1586, § 4, 3-16-2009)

City Code Pertaining to All Commissions

Sec. 54-64. Powers and duties concerning city-owned historic resources.

The following sites and improvements are declared by the city council to be historic resources. The parks, wellness, and recreation commission shall have responsibility for programming the maintenance, improvement, use and operation of these city-owned historic resources, subject to approval by the city council:

(1) The Lopez Adobe site including the Lopez Adobe and the Lopez-Villegas House at the southwesterly corner of the intersection of South Maclay Avenue and Pico Street.

(2) Such other historic resources as the council shall from time to time select and add to this section by amendment.

(Ord. No. 1586, § 4, 3-16-2009)

Sec. 54-65. Rules and regulations.

Subject to the approval of the city council, the parks, wellness and recreation commission may make and alter such rules and regulations for its organization and procedures as are consistent with this article and other sections of this Code and city ordinances and with state laws.

(Ord. No. 1586, § 4, 3-16-2009)

Sec. 54-66. Reports and records.

The parks, wellness and recreation 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)

Sec. 54-67. Incurring financial liability.

Neither the parks, wellness and recreation commission nor any person connected with the commission shall incur any financial liability in the name of the city.

ATTACHMENT "C"

THE CITY OF
SAN FERNANDO

CITY COUNCIL

MAYOR
MARY MENDOZA

VICE MAYOR
MARY SOLORIO

COUNCILMEMBER
JOEL FAJARDO

COUNCILMEMBER
VICTORIA GARCIA

COUNCILMEMBER
PATTY LOPEZ

UNSCHEDULED VACANCY NOTICE

City of San Fernando
Parks, Wellness, and Recreation Commission

The San Fernando City Council is now accepting applications for appointment to the San Fernando Parks, Wellness, and Recreation Commission ("Commission") to fill one (1) unscheduled vacancy for the term of office from the date of appointment through December 2025 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 Parks, Wellness, and Recreation, and culture or related subjects. Commissioners receive a monthly meeting attendance stipend of $100.00.

The Parks, Wellness, and Recreation Commission consists of five (5) Commission members. During the Commission's annual reorganization, Commissioners must choose members to serve as Chair and as Vice Chair; and the terms of office shall be for one (1) year or until successors are chosen.

Monthly Meetings are held on the second Thursday, beginning at 6:30 p.m. in the City Hall Council Chambers, at 117 Macneil Street, San Fernando, California 91340.

Applications will be accepted from December 18, 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 18th day of December, 2024
City of San Fernando, California

Julia Fritz, CMC
City Clerk

cc: Mayor Mary Mendoza
Julio Salcedo, Director of Recreation and Community Services

CITY CLERK
DEPARTMENT

117 MACNEIL STREET
SAN FERNANDO
CALIFORNIA
91340

(818) 898-1204

WWW.SFCITY.ORG

AFFIDAVIT OF POSTING

I declare under penalty of perjury that I am employed by the City of San Fernando in the City Clerk Department and I posted this document at City Hall, 117 Macneil Street, San Fernando, Ca 91340

Dated: 12/18/2024 at: 5:20pm

By: Cdelis

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Mary Mendoza and Councilmembers

From: Councilmember Patty Lopez

Date: January 6, 2025

Subject: Discussion and Consideration Regarding a Report by Chief Valdez on Recent Cases

RECOMMENDATION:

I have placed this on the agenda (Attachment "A") 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 January 6, 2025, 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

ATTACHMENT "A"

THE CITY OF SAN FERNANDO

REQUEST TO AGENDIZE AN ITEM FOR CITY COUNCIL DISCUSSION/CONSIDERATION

CITY COUNCILMEMBER INFORMATION

NAME	TITLE
Patty Lopez	Councilmember

ITEM INFORMATION

SUBJECT *Title of the item you are requesting to be agendized.*

Discussion and Consideration Regarding Requesting a Report by Chief Valdez on Recent Cases

PRIORITIES *Is this included in the current FY priorities?*	BUDGET *Is this a budgeted item?*	FISCAL IMPACT *Is there a fiscal impact? If yes, indicate amount.*
☑ Yes ☐ No	☐ Yes ☑ No	☐ Yes ☑ No $

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

Chief Valdez will provide a summary of incidents and progress over the past six months, including:
Statistics on resolved cases.
Main challenges faced.
Updates on ongoing projects to improve public safety.

ATTACHMENTS *Do you have any attachments to include?*

☐ Yes ☑ No

RECOMMENDATION *Indicate the direction you are recommending.*

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Mary Mendoza and Councilmembers

From: Councilmember Patty Lopez

Date: January 6, 2025

Subject: Discussion and Consideration Regarding Business Grants Distributed Over the Last Four Years

RECOMMENDATION:

I have placed this on the agenda (Attachment "A") 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 January 6, 2025, 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

THE CITY OF SAN FERNANDO

ATTACHMENT "A"

REQUEST TO AGENDIZE AN ITEM FOR CITY COUNCIL DISCUSSION/CONSIDERATION

CITY COUNCILMEMBER INFORMATION

NAME	TITLE
Patty Lopez	Councilmember

ITEM INFORMATION

SUBJECT *Title of the item you are requesting to be agendized.*

Discussion and Consideration Regarding Business Grants Distributed Over the Last Four Years

PRIORITIES *Is this included in the current FY priorities?*	BUDGET *Is this a budgeted item?*	FISCAL IMPACT *Is there a fiscal impact? If yes, indicate amount.*
☑ Yes ☐ No	☐ Yes ☑ No	☐ Yes ☑ No $

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

A report on the number of local businesses that have received grants in the past four years:
Number of Businesses Benefiting: [Insert number] businesses received grants.
Types of Grants Distributed: Focused on small business recovery, expansion, and innovation.
Industries Supported: Restaurants, retail stores, printing services, furniture stores, and others.
Impact of Grants: Increased job creation, enhanced local economic stability, and improved community services.

ATTACHMENTS *Do you have any attachments to include?*

☐ Yes ☑ No

RECOMMENDATION *Indicate the direction you are recommending.*