



SAN FERNANDO CITY COUNCIL
REGULAR MEETING NOTICE AND AGENDA
SEPTEMBER 8, 2020 – 6:00 PM
TELECONFERENCE – PER GOVERNOR’S EXECUTIVE ORDER

SPECIAL NOTICE REGARDING COVID-19

On March 4, 2020, Governor Newsom proclaimed a State of Emergency in California as a result of the threat of COVID-19. On March 17, 2020, Governor Newsom issued Executive Order N-29-20 (superseding the Brown Act-related provisions of Executive Order N-25-20 issued on March 12, 2020), which allows a local legislative body to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to observe and to address the local legislative body. Pursuant to Executive Order N-29-20, please be advised that the San Fernando City Council will participate in meetings telephonically.

PUBLIC PARTICIPATION: Pursuant to the Executive Order and given the current health concerns, members of the public can access meetings live on-line, with audio and video, via YouTube Live, at <https://www.youtube.com/c/CityOfSanFernando>. Members of the public may submit comments by email to cityclerk@sfcity.org. Comments submitted via YouTube will not be read into the record. To ensure distribution to the City Council prior to consideration of the agenda, please submit your comments no later than 4:00 p.m. the day of the meeting. Those comments will be distributed to the City Council will be limited to three minutes, and made part of the official public record of the meeting.

CALL TO ORDER/ROLL CALL

Mayor Joel Fajardo
Vice Mayor Hector A. Pacheco
Councilmember Sylvia Ballin
Councilmember Robert C. Gonzales
Councilmember Mary Mendoza

PLEDGE OF ALLEGIANCE

Led by Mayor Joel Fajardo

APPROVAL OF AGENDA

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

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DECORUM AND ORDER

The City Council, elected by the public, must be free to discuss issues confronting the City in an orderly environment. Public members 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 can submit comments electronically for City Council consideration by sending them to cityclerk@sfcity.org. Members of the public can access meetings live on-line, with audio and video, via YouTube Live, at <https://www.youtube.com/c/CityOfSanFernando>. To ensure distribution to the City Council prior to consideration of the agenda, please submit comments prior to 4:00 p.m. on the day of the meeting. Those comments will be distributed to the City Council, will be limited to three minutes, and made part of the official public record of the meeting.

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) REQUEST TO APPROVE MEETING MINUTES OF:

- a. AUGUST 3, 2020 – SPECIAL MEETING**
- b. AUGUST 17, 2020 – SPECIAL MEETING**

2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER

Recommend that the City Council adopt Resolution No. 20-091 approving the Warrant Register.

SAN FERNANDO CITY COUNCIL**Regular Meeting Notice and Agenda – September 8, 2020**Page 3 of 5

3) CONSIDERATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH KOSMONT & ASSOCIATES, INC., DBA KOSMONT COMPANIES, TO PROVIDE REAL ESTATE ADVISORY SERVICES FOR DEVELOPMENT AGREEMENT NEGOTIATIONS

Recommend that the City Council:

- a. Approve a Professional Services Agreement (Contract No. 1966) with Kosmont & Associates, Inc., dba Kosmont Companies in an amount not-to-exceed \$50,000 to provide real estate advisory services for development agreement negotiations; and
- b. Authorize the City Manager to execute all related documents.

ADMINISTRATIVE REPORTS**4) RECEIVE A PRESENTATION FROM THE LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK REGARDING THE UPCOMING NOVEMBER 3, 2020 GENERAL MUNICIPAL ELECTION AND PROVIDE RELATED DIRECTION**

Recommend that the City Council:

- a. Receive and file a presentation from the Los Angeles County Registrar-Recorder/County Clerk regarding the upcoming November 3, 2020 General Municipal Election; and
- b. Provide staff direction, as appropriate.

5) DISCUSSION REGARDING COVID-19 RESPONSE EFFORTS AND APPROVAL OF PROPOSED RECOMMENDATIONS

Recommend that the City Council receive a presentation from staff related to the City's COVID-19 efforts, including, but not limited to:

- a. Review and approval of the City's COVID-19 planning, response, enforcement, and education efforts, and related policy initiatives; and
- b. Review and approval of financial assistance programs and the pursuit of funding opportunities, and related recommendations, as appropriate.

6) CONSIDERATION TO AUTHORIZE THE ACCEPTANCE OF CORONAVIRUS RELIEF FUNDS FROM THE STATE OF CALIFORNIA TO ASSIST THE CITY WITH CORONAVIRUS DISEASE 2019 (COVID-19) EXPENDITURES

Recommend that the City Council:

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- a. Accept Coronavirus Relief Funds (CRF) from the Department of Finance of the State of California in the amount of \$311,234;
- b. Approve Resolution No. 8027 amending the Fiscal Year 2020-2021 Adopted Budget to appropriate \$311,234 in revenues and expenses in Fund 110 – Operating Grants; and
- c. Authorize the City Manager to use the appropriated funds for City personnel, supply and equipment costs incurred as a direct result of the City's COVID-19 response efforts since March 1, 2020.

7) REVIEW AND DISCUSS A 100-YEAR ANNIVERSARY OF WOMEN'S RIGHT TO VOTE COMMEMORATIVE MURAL AND RELATED MURAL AD HOC RECOMMENDATIONS

Recommend that the City Council:

- a. Receive a presentation and report from staff;
- b. Discuss the recommendations from the Mural Ad Hoc Committee; and
- c. Provide additional direction as appropriate.

8) DISCUSSION OF CERTAIN AD HOC COMMITTEE REVISIONS

This item was placed on the agenda by Councilmember Robert C. Gonzales.

Recommended that the City Council discuss my removal from certain Ad Hoc Committees on August 17, 2020, and consider reinstating me on the following Ad Hoc Committees:

1. Wildhorse Children's Foundation regarding the use of Pioneer Park
2. Green Cities and Tree
3. Mural Programs

9) DISCUSSION REGARDING THE CITY'S SUPPORT TO ALLOW BREWERIES AND TAPROOMS TO PROVIDE OUTDOOR SERVICES

This item was placed on the agenda by Councilmember Robert C. Gonzales.

Recommend that the City Council discuss allowing breweries and taprooms to provide outdoor services and direct staff, as applicable.

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STAFF COMMUNICATION INCLUDING COMMISSION UPDATES**GENERAL COUNCIL COMMENTS AND LIAISON UPDATES****ADJOURNMENT**

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.

Julia Fritz, CMC

City Clerk

Signed and Posted: September 3, 2020 (5:00 p.m.)

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 at least 48 hours prior to the meeting.

Regular Meeting

San Fernando City Council

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**AUGUST 3, 2020 – 4:30 P.M.
SPECIAL MEETING**

Teleconference Per Governor Executive Order N-29-20

CALL TO ORDER/ROLL CALL

Mayor Joel Fajardo called the meeting to order at 4:32 p.m.

Present:

Council: Mayor Joel Fajardo, Vice Mayor Hector A. Pacheco, and Councilmembers Sylvia Ballin and Mary Mendoza

Staff: City Manager Nick Kimball, Assistant City Attorney Richard Padilla, and Deputy City Clerk Cynthia Alba

Absent: Councilmember Robert C. Gonzales

APPROVAL OF AGENDA

Motion by Mayor Fajardo, seconded by Councilmember Ballin, to approve the agenda. The motion carried with the following vote:

AYES: Fajardo, Pacheco, Ballin, Mendoza – 4
NOES: None
ABSTAIN: None
ABSENT: Gonzales – 1

PUBLIC STATEMENTS – WRITTEN/ORAL

None

RECESS TO CLOSED SESSION (4:35 P.M.)

By consensus, Councilmembers recessed to Closed Session.

A) CONFERENCE WITH LABOR NEGOTIATOR

G.C. §54957.6

Designated City Negotiators:

City Manager Nick Kimball

City Attorney Rick Olivarez

Assistant City Attorney Richard Padilla

Employees and Employee Bargaining Units that are the Subject of Negotiation:

San Fernando Management Group (SEIU, Local 721)

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SPECIAL MEETING MINUTES – August 3, 2020**

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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) CONFERENCE WITH REAL PROPERTY NEGOTIATOR

PURSUANT TO G.C. §54956.8:

Property: City owned parcels at Assessor Identification
Numbers: 2521-031-901, 902, & 903

City Negotiators: City Manager Nick Kimball, Lead Negotiator
City Attorney Rick Olivarez
Assistant City Attorney Richard Padilla

Negotiating Parties: Vanessa Delgado, President, Azure Development
Under Negotiation: Price and Terms of Payment as it relates to Leasing or Sale
of Real Property

C) PUBLIC CONFERENCE WITH REAL PROPERTY NEGOTIATOR

PURSUANT TO G.C. §54956.8:

Property: 543, 553, and 563 Glenoaks Boulevard, City of San Fernando
Agency Negotiators: City Manager Nick Kimball, Lead Negotiator
City Attorney Rick Olivarez
Assistant City Attorney Richard Padilla

Negotiating Parties: Neil Haltrecht, Robertson Properties Group
Under Negotiation: Price and Terms as it Relates to Proposed Development Agreement

D) CONFERENCE WITH REAL PROPERTY NEGOTIATOR

PURSUANT TO G.C. §54956.8:

Property: City owned parcels at Assessor Parcel Numbers 2521-034-901 &
2522-004-904 City of San Fernando

Agency Negotiators: City Manager Nick Kimball
Director of Community Development Timothy Hou
City Attorney Rick Olivarez
Assistant City Attorney Richard Padilla

Negotiating Parties: Pike Hughes, Program Manager, Business Development –
Charging Infrastructure, North America Tesla, Inc.

Under Negotiation: Price and Terms of Payment as it Relates to Leasing of Real
Property

E) CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION

PURSUANT TO G.C. §54956.9(d)(2):

One (1) Matter

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SPECIAL MEETING MINUTES – August 3, 2020
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**F) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
PURSUANT TO G.C. §54956.9(d)(2) AND G.C. §54956.9(e)(1):**

One (1) Matter

REPORT OUT FROM CLOSED SESSION (5:42 P.M.)

Assistant City Attorney Padilla stated there was no reportable action as a result of Closed Session.

ADJOURNMENT (5:44 P.M.)

Motion by Mayor Fajardo, seconded by Councilmember Ballin, to adjourn the meeting. By consensus, the motion carried.

I do hereby certify that the foregoing is a true and correct copy of the minutes of August 3, 2020, meeting as approved by the San Fernando City Council.

*Julia Fritz
City Clerk*

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**SAN FERNANDO CITY COUNCIL
MINUTES**

**AUGUST 17, 2020 – 4:30 P.M.
SPECIAL MEETING**

Teleconference Per Governor Executive Order N-29-20

CALL TO ORDER/ROLL CALL

Mayor Joel Fajardo called the meeting to order at 4:33 p.m.

Present:

Council: Mayor Joel Fajardo, Vice Mayor Hector A. Pacheco, and Councilmembers Sylvia Ballin and Mary Mendoza

Staff: City Manager Nick Kimball, Assistant City Attorney Richard Padilla, and Deputy City Clerk Cynthia Alba

Absent: Councilmember Robert C. Gonzales

APPROVAL OF AGENDA

Motion by Mayor Fajardo, seconded by Councilmember Ballin, to approve the agenda. The motion carried with the following vote:

AYES: Fajardo, Pacheco, Ballin, Mendoza – 4
NOES: None
ABSTAIN: None
ABSENT: Gonzales – 1

PUBLIC STATEMENTS – WRITTEN/ORAL

None

RECESS TO CLOSED SESSION (4:34 P.M.)

By consensus, Councilmembers recessed to Closed Session.

A) CONFERENCE WITH LABOR NEGOTIATOR
G.C. §54957.6

Designated City Negotiators:

City Manager Nick Kimball

City Attorney Rick Olivarez

Assistant City Attorney Richard Padilla

Employees and Employee Bargaining Units that are the Subject of Negotiation:

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SPECIAL MEETING MINUTES – August 17, 2020**

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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) CONFERENCE WITH REAL PROPERTY NEGOTIATOR
PURSUANT TO G.C. §54956.8:**

Property: City owned parcels at Assessor Identification
Numbers: 2521-031-901, 902, & 903

City Negotiators: City Manager Nick Kimball, Lead Negotiator
City Attorney Rick Olivarez
Assistant City Attorney Richard Padilla

Negotiating Parties: Vanessa Delgado, President, Azure Development

Under Negotiation: Price and Terms of Payment as it relates to Leasing or Sale
of Real Property

**C) PUBLIC CONFERENCE WITH REAL PROPERTY NEGOTIATOR
PURSUANT TO G.C. §54956.8:**

Property: 543, 553, and 563 Glenoaks Boulevard, City of San Fernando

Agency Negotiators: City Manager Nick Kimball, Lead Negotiator
City Attorney Rick Olivarez
Assistant City Attorney Richard Padilla

Negotiating Parties: Neil Haltrecht, Robertson Properties Group

Under Negotiation: Price and Terms as it Relates to Proposed Development Agreement

**D) CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION
PURSUANT TO G.C. §54956.9(d)(2):**

One (1) Matter

**E) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
PURSUANT TO G.C. §54956.9(d)(2) AND G.C. §54956.9(e)(1):**

One (1) Matter

REPORT OUT FROM CLOSED SESSION (6:05 P.M.)

Assistant City Attorney Padilla stated there was no reportable action as a result of Closed Session.

**SAN FERNANDO CITY COUNCIL
SPECIAL MEETING MINUTES – August 17, 2020
Page 3**

ADJOURNMENT (6:06 P.M.)

Motion by Mayor Fajardo, seconded by Councilmember Ballin, to adjourn the meeting. By consensus, the motion carried.

I do hereby certify that the foregoing is a true and correct copy of the minutes of August 17, 2020, meeting as approved by the San Fernando City Council.

*Julia Fritz
City Clerk*

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager
By: J. Diego Ibañez, Director of Finance

Date: September 8, 2020

Subject: Consideration to Adopt a Resolution Approving the Warrant Register

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 20-091 (Attachment "A") approving the Warrant Register.

BACKGROUND:

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

The Director of Finance 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 hereby certifies that each warrant has been reviewed for completeness and that sufficient funds are available for payment of the warrant register.

ATTACHMENT:

A. Resolution No. 20-091

ATTACHMENT “A”**RESOLUTION NO. 20-091****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO ALLOWING AND APPROVING FOR
PAYMENT DEMANDS PRESENTED ON DEMAND/WARRANT
REGISTER NO. 20-091****THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY
RESOLVE, FIND, DETERMINE AND ORDER AS FOLLOWS:**

1. That the demands (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 8th day of September, 2020.

Joel Fajardo, Mayor

ATTEST:

Julia Fritz, City Clerk

RESO. NO. 20-091**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. 20-091 which was regularly introduced and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 8th day of September, 2020, 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 September 2020.

Julia Fritz, City Clerk

EXHIBIT "A"

vchlist

09/02/2020 12:46:23PM

Voucher List
CITY OF SAN FERNANDO

Page: 1

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
220092	9/8/2020	891587 ABLE MAILING INC.	32252		MAILING AND FULFILLMENT SERVICES	
				12220	072-360-0000-4300	78.50
				12220	070-382-0000-4300	78.50
			32253		WATER ENVELOPE STORAGE FEE-JUL	
					070-382-0000-4300	12.50
					072-360-0000-4300	12.50
					Total :	182.00
220093	9/8/2020	100066 ADS ENVIRONMENTAL SERVICES,INC	22291.22-0720		WASTEWATER FLOW MONITORING & F	
				12103	072-360-0000-4260	1,243.33
					Total :	1,243.33
220094	9/8/2020	888356 ADVANCED AUTO REPAIR	1446		VEH. MAINT., REPAIRS & MINOR BODY	
				12238	041-320-0311-4400	80.00
			1448		VEH. MAINT., REPAIRS & MINOR BODY	
				12238	041-320-0311-4400	866.03
					Total :	946.03
220095	9/8/2020	891969 ADVANCED PURE WATER SOLUTIONS	1028613		WATER FILTRATION SYSTEM RENTAL	
					001-222-0000-4300	98.55
					Total :	98.55
220096	9/8/2020	100165 AMERICAN WATER WORKS, INC.	29440		HOSE REPAIR-CE8007	
					041-320-0152-4400	20.00
					Total :	20.00
220097	9/8/2020	893441 ARAMARK REFRESHMENT SERVICES	10479111		BREAK ROOM SUPPLIES	
					001-222-0000-4300	325.29
			10481139		BREAK ROOM SUPPLIES	
					001-222-0000-4300	75.78
					Total :	401.07
220098	9/8/2020	102530 AT & T	818-270-2203		PD NETWORK LINE-AUG 2020	
					001-222-0000-4220	218.59
					Total :	218.59

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Voucher List
CITY OF SAN FERNANDO

Page: 2

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
220099	9/8/2020	892412 AT&T	287297930559X0810202		MDT MODEMS-PD UNITS-JULY 2020	
					001-222-0000-4220	482.66
					Total :	482.66
220100	9/8/2020	889037 AT&T MOBILITY	287277903027X0608202		MODEM FOR ELECTRONIC MESSAGE	
					001-130-0000-4220	138.69
					Total :	138.69
220101	9/8/2020	889942 ATHENS SERVICES	8849215		CONTRACTUAL SERVICES FOR STREE	
				12248	011-311-0000-4260	14,542.40
				12248	001-343-0000-4260	2,891.00
					Total :	17,433.40
220102	9/8/2020	891209 AUTONATION SSC	329309		SLEEVES FOR FLEET	
					041-1215	12.77
			330527		SEAT BELT-PD4996	
					041-320-0225-4400	82.55
					Total :	95.32
220103	9/8/2020	892304 BARTEL ASSOCIATES, LLC	20-471		ACTUARIAL CONSULTING SERVICES	
					001-190-0000-4267	900.00
					Total :	900.00
220104	9/8/2020	892426 BEARCOM	5059668		RADIO COMM SYST & WIRELESS BRO/	
				12235	001-135-0000-4260	7,610.41
					Total :	7,610.41
220105	9/8/2020	888800 BUSINESS CARD	071020		PARKING FEE-POST MANAGEMENT CC	
					001-224-0000-4360	40.00
			081820		NOTEBOOK MEMORY	
					001-222-0000-4300	81.33
			082420		RETURNED VELCO PATCHES	
					001-222-0000-4300	-49.20
					Total :	72.13
220106	9/8/2020	892464 CANON FINANCIAL SERVICES, INC	21687293		CANON COPIER LEASE PAYMENT-JULY	
				12241	001-135-0000-4260	649.93
			21799845		CANON COPIER LEASE PAYMENT-AUG	

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EXHIBIT "A"

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Voucher List
CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
220106	9/8/2020	892464 CANON FINANCIAL SERVICES, INC	(Continued)	12241	001-135-0000-4260	649.93
					Total :	1,299.86
220107	9/8/2020	893676 CARASOFT TECHNOLOGY CORP	23198667INV		DETECTIVE TRANSCRIPTION PROGRA	2,417.13
					001-224-0000-4270	2,417.13
					Total :	2,417.13
220108	9/8/2020	893177 CELL ENERGY	IN0007404	12249	VEHICLE BATTERIES INCLUDING DELI	235.81
			INV0007267	12249	041-1215	267.98
					VEHICLE BATTERIES INCLUDING DELI	503.79
					041-1215	
					Total :	503.79
220109	9/8/2020	892704 CHARGEPOINT	IN79699		CHARGING STATION FLEET FEES	73.28
					041-320-0152-4402	73.28
					Total :	73.28
220110	9/8/2020	103029 CITY OF SAN FERNANDO	2820-2864		REIMBURSEMENT TO WORKERS COM	10,814.98
					006-1038	10,814.98
					Total :	10,814.98
220111	9/8/2020	890893 CITY OF SAN FERNANDO	AUG 2020		COMMISSIONER'S STIPEND DONATION	75.00
					001-115-0000-4111	75.00
					Total :	75.00
220112	9/8/2020	100715 CITY-WIDE FIRE PROTECTION CO.	85653	12021	FIRE ALARM ANNUAL TESTING & DEFI	437.00
					043-390-0000-4260	437.00
					Total :	437.00
220113	9/8/2020	892480 CLEAN ENERGY	CEW12316031		CNG REPAIRS	175.50
			CEW12316032		074-320-0000-4260	202.50
			CEW12316033		CNG REPAIRS	361.98
					074-320-0000-4260	739.98
					Total :	739.98

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Voucher List
CITY OF SAN FERNANDO

Page: 4

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
220114	9/8/2020	892687 CORE & MAIN LP	M556387	12243	PW MAINTENANCE, REPAIRS & SUPPL	1,350.63
			M652708	12243	070-383-0301-4300	624.79
			M751501	12243	PW MAINTENANCE, REPAIRS & SUPPL	734.72
			M768204	12243	070-383-0301-4300	771.51
			M782839	12243	PW MAINTENANCE, REPAIRS & SUPPL	413.68
			M788794	12243	070-383-0301-4300	64.54
			M790914	12243	PW MAINTENANCE, REPAIRS & SUPPL	1,034.21
					070-383-0301-4300	4,994.08
					Total :	4,994.08
220115	9/8/2020	101982 COUNTY OF LOS ANGELES	FY20/21		FY20/21 SFVCOG DUES	12,500.00
					001-190-0000-4380	12,500.00
					Total :	12,500.00
220116	9/8/2020	101982 COUNTY OF LOS ANGELES	FY20/21		FY20/21-ALLOCATION OF LAFCO OPEF	1,234.61
					001-130-0000-4270	1,234.61
					Total :	1,234.61
220117	9/8/2020	100989 DOOLEY ENTERPRISES INC.	58466	12273	AMMUNITION	253.80
					001-222-0000-4300	19.67
			58467	12273	AMMUNITION	2,140.00
					001-222-0000-4300	165.85
					Total :	2,579.32
220118	9/8/2020	889810 EMERGENCY RESPONSE	T2020-569		BIO-HAZARD CLEAN UP	750.00
					001-224-0000-4270	750.00
					Total :	750.00
220119	9/8/2020	890401 ENVIROGEN TECHNOLOGIES INC	0012026-IN		ION-EXCHANGE NITRATE TREATMENT	

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EXHIBIT "A"

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vchlist

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
220119	9/8/2020	890401 ENVIROGEN TECHNOLOGIES INC	(Continued)	12244	070-384-0857-4260	7,796.80
					Total :	7,796.80
220120	9/8/2020	893473 ESQUIVEL, ERNESTO	REIMB.		REIMB-K9 VET BILLS & SUPPLIES	
					001-225-0000-4270	629.49
					Total :	629.49
220121	9/8/2020	890879 EUROFINS EATON ANALYTICAL, INC	L0523530	12245	FULL-SERVICE ENVIRONMENTAL DRIN	900.00
			L0524290	12245	070-384-0000-4260	150.00
			L0524332	12245	FULL-SERVICE ENVIRONMENTAL DRIN	152.00
			L0524333	12245	FULL-SERVICE ENVIRONMENTAL DRIN	150.00
			L0524474	12245	FULL-SERVICE ENVIRONMENTAL DRIN	150.00
					Total :	1,502.00
220122	9/8/2020	103851 EVERSOFIT, INC.	4267		WATER SOFTENER RENTAL-WELL 2A	
					070-384-0000-4260	83.66
					Total :	83.66
220123	9/8/2020	887441 EWING IRRIGATION	12353036		PARKING LOT #4 IRRIGATION REPAIR	
					029-335-0000-4300	275.07
					Total :	275.07
220124	9/8/2020	101147 FEDEX	7-101-37053		COURIER SERVICES	
					001-190-0000-4280	47.93
					Total :	47.93
220125	9/8/2020	892298 FIDUCIARY EXPERTS LLC	46	12260	457 PLAN FIDUCIARY SERVICES, ADMI	2,000.00
					001-190-0000-4270	2,000.00
					Total :	2,000.00
220126	9/8/2020	892198 FRONTIER COMMUNICATIONS	209-150-5145-010598		PAC 50 TO SHERIFFS	
					001-222-0000-4220	559.27

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220126	9/8/2020	892198 FRONTIER COMMUNICATIONS	(Continued)		RADIO REPEATER-POLICE	
			209-150-5250-081292		001-222-0000-4220	45.83
			209-151-4941-102990		POLICE PAGING	
					001-222-0000-4220	41.70
			209-151-4942-041191		CITY YARD AUTO DIALER	
					070-384-0000-4220	45.83
			209-151-4943-081292		RADIO REPEATER (POLICE)	
					001-222-0000-4220	45.83
			818-361-0901-051499		SEWER FLOW MONITORING	
					072-360-0000-4220	55.40
			818-361-2385-012309		MTA PHONE LINE	
					007-440-0441-4220	110.48
					001-190-0000-4220	55.24
			818-361-2472-031415		PW PHONE LINE	
					070-384-0000-4220	511.96
			818-361-3958-091407		CNG STATION	
					074-320-0000-4220	51.64
			818-361-7825-120512		HERITAGE PARK IRRIG SYSTEM	
					001-420-0000-4220	56.32
			818-365-5097-120298		POLICE NARCOTICS VAULT	
					001-222-0000-4220	37.83
			818-831-5002-052096		POLICE SPECIAL ACTIVITIES PHONE L	
					001-222-0000-4220	55.06
			818-837-2296-031315		VARIOUS CITY HALL PHONE LINES	
					001-190-0000-4220	453.37
			818-837-7174-052096		POLICE SPECIAL ACTIVITIES PHONE L	
					001-222-0000-4220	28.80
			818-838-1841-112596		ENGINEERING FAX MODEM	
					001-310-0000-4220	29.90
			818-898-7385-033105		LP FAX LINE	
					001-420-0000-4220	32.95
					Total :	2,217.41
220127	9/8/2020	887249 GALLS, LLC	016145359		UNIFORM PANTS	
					001-222-0000-4300	120.43
			016145361		INIFORM SHIRTS	

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220127	9/8/2020	887249 GALLS, LLC	(Continued)		001-222-0000-4300	120.43
					Total :	240.86
220128	9/8/2020	892550 GOVEA, DAVID	AUG 2020		COMMISSIONER'S STIPEND	
					001-115-0000-4111	75.00
					Total :	75.00
220129	9/8/2020	101376 GRAINGER, INC.	9578476146		MISC. BUILDING AND ELECTRICAL SUF	
			9580548593	12261	043-390-0000-4300	267.70
			9602677016	12261	MISC. BUILDING AND ELECTRICAL SUF	44.83
			9604080888	12261	043-390-0000-4300	98.60
			9608816931	12261	MISC. BUILDING AND ELECTRICAL SUF	89.62
			9613622100	12261	043-390-0000-4300	249.91
			9615649853	12261	MISC. BUILDING AND ELECTRICAL SUF	227.03
			9617470191	12261	043-390-0000-4300	420.66
			9618447016	12261	MISC. BUILDING AND ELECTRICAL SUF	16.28
			9620638420	12261	043-390-3689-4300	89.62
				12261	MISC. BUILDING AND ELECTRICAL SUF	197.05
					Total :	1,701.30
220130	9/8/2020	893395 HAYES, JASON BENJAMIN	AUG 2020		COMMISSIONER'S STIPEND	
					001-420-0000-4111	75.00
					Total :	75.00
220131	9/8/2020	888647 HDL SOFTWARE, LLC	SIN002194		BUSINESS LICENSE ADMIN SERVICES	
				12064	001-130-0000-4260	9,418.12

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220131	9/8/2020	888647 HDL SOFTWARE, LLC	(Continued)			
					Total :	9,418.12
220132	9/8/2020	101512 HDL, COREN & CONE	0027827-IN		CONTRACT SERVICE-PROPERTY TAX I	
			SIN002648		001-130-0000-4270	1,551.99
					CONTRACT SERVICE-PROPERTY TAX	
					001-130-0000-4270	1,551.99
					Total :	3,103.98
220133	9/8/2020	101511 HINDERLITER DE LLAMAS & ASSOC.	SIN002078		CONTRACT SERVICES-SALES TAX & A/	
					001-130-0000-4270	1,637.02
					Total :	1,637.02
220134	9/8/2020	101599 IMAGE 2000 CORPORATION	384717		VARIOUS COPIER MAINT CONTRACT-0	
					001-135-0000-4260	485.87
					072-360-0000-4450	28.54
			389098		001-135-0000-4260	178.43
					VARIOUS COPIER MAINT CONTRACT-0	
					001-135-0000-4260	672.61
					072-360-0000-4450	47.32
					001-135-0000-4260	136.96
					Total :	1,549.73
220135	9/8/2020	887740 INDUSTRIAL SHOE COMPANY	1100-1237056		SAFETY SHOES	
					072-360-0000-4310	132.00
					Total :	132.00
220136	9/8/2020	891570 INNOVATIVE TELECOM. SYSTEMS	2789		TELEPHONE EQUIP MAINT-AUG 2020	
					001-190-0000-4220	395.00
					Total :	395.00
220137	9/8/2020	892330 INTERNATIONAL BUSINESS, INFORMATION TI 2633			LEFTA ANNUAL IT SUPPORT	
					001-222-0000-4260	1,100.00
					Total :	1,100.00
220138	9/8/2020	893672 J.O. AUTO MANITENANCE SERVICE	0095		VEHICLE MAINT-PW6835	
					041-320-0311-4400	550.00
					Total :	550.00

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220139	9/8/2020	893208 JEFF JENKINS	1428		IX-UNIT CHLORINE SYSTEM MAINT 070-384-0000-4320	411.00
					Total :	411.00
220140	9/8/2020	892833 KIM TURNER, LLC	3163		REGISTRATION-CA POST TRAINING ON 001-225-0000-4360	125.00
					Total :	125.00
220141	9/8/2020	101768 KIMBALL-MIDWEST	8147383		MISC INVENTORY SUPPLIES 041-1215	264.35
					Total :	264.35
220142	9/8/2020	893549 KOA CORPORATION	JC06021-5	12202	CONSTRUCTION MGMT & INSPECTION 008-311-6673-4600	36,105.00
					Total :	36,105.00
220143	9/8/2020	101795 KOSMONT & ASSOCIATES	18-0099-022	12090	REAL ESTATE ADVISORY SERVICES 001-151-0000-4270	5,206.50
					Total :	5,206.50
220144	9/8/2020	102007 L.A. COUNTY SHERIFFS DEPT.	210037BL		INMATE MEAL PROGRAM - JULY 2020 001-225-0000-4350	920.24
					Total :	920.24
220145	9/8/2020	101971 L.A. MUNICIPAL SERVICES	004-750-1000		ELECTRIC-13003 BORDEN 070-384-0000-4210	139.91
			494-750-1000		WATER-12900 DRONFIELD 070-384-0000-4210	30.71
			500-750-1000		ELECTRIC-13655 FOOTHILL 070-384-0000-4210	173.04
			594-750-1000		ELECTRIC-12900 DRONFIELD 070-384-0000-4210	6,599.72
			657-750-1000		ELECTRIC-14060 SAYRE 070-384-0000-4210	15,670.56
			694-750-1000		ELECTRIC & WATER-13180 DRONFIELD 070-384-0000-4210	6,376.87
			757-750-1000		WATER - 14060 SAYRE	

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220145	9/8/2020	101971 L.A. MUNICIPAL SERVICES	(Continued)		070-384-0000-4210	92.47
					Total :	29,083.28
220146	9/8/2020	101848 LANGUAGE LINE SERVICES	4857006		TRANSLATION SERVICES 001-224-0000-4270	4.70
					Total :	4.70
220147	9/8/2020	101852 LARRY & JOE'S PLUMBING	2148763-0001-02		RESTROOM REPAIRS 043-390-0000-4300	136.92
					Total :	136.92
220148	9/8/2020	101920 LIEBERT CASSIDY WHITMORE	12425		LABOR RELATIONS FOR PUBLIC SAFE 001-224-0000-4360	100.00
					Total :	100.00
220149	9/8/2020	893403 LLAMAS, SUZANNE	AUG 2020		COMMISSIONER'S STIPEND 001-115-0000-4111	75.00
					Total :	75.00
220150	9/8/2020	893292 LOCAL GOVERNMENT	620	12270	SENATE BILL 90 STATE MANDATED CO 001-130-0000-4270	1,750.00
					Total :	1,750.00
220151	9/8/2020	101974 LOS ANGELES COUNTY	JULY 2020	12278	ANIMAL CARE & CONTROL SERVICES- 001-190-0000-4260	5,390.34
					Total :	5,390.34
220152	9/8/2020	102003 LOS ANGELES COUNTY	RE-PW-20081700358	12108	FY 2019-2020 INDUSTRIAL WASTE CHA 072-360-0000-4450	4,160.19
					Total :	4,160.19
220153	9/8/2020	892477 LOWES	901007		HAND TOOLS & MISC ITEMS 043-390-0000-4300	93.98
			901415		IX-UNIT REPAIR MATL'S 070-384-0000-4330	42.84
			901655		RESTROOM MATL'S 043-390-0000-4300	94.63

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220153	9/8/2020	892477 892477 LOWES	(Continued)		Total :	231.45
220154	9/8/2020	890989 MAJESTIC FIRE INC.	MF127426		ANNUAL FIRE SPRINKLER TEST-BOFA 043-390-0000-4330	466.18
					Total :	466.18
220155	9/8/2020	888468 MAJOR METROPOLITAN SECURITY	1098133		ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	15.00
			1098134	12251	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	15.00
			1098135	12251	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	15.00
			1098136	12251	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	25.00
			1098137	12251	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	25.00
			1098138	12251	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	15.00
			1098139	12251	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	15.00
			1098140	12251	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	15.00
			1098141	12251	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	15.00
			1098142	12251	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	25.00
			1098143	12251	ALARM MONITORING AT ALL CITY FACI 043-390-0000-4260	25.00
			1098144	12251	ALARM MONITORING AT ALL CITY FACI 070-384-0000-4260	23.00
			1098145	12251	ALARM MONITORING AT ALL CITY FACI 070-384-0000-4260	23.00
			1098146	12251	ALARM MONITORING AT ALL CITY FACI 070-384-0000-4260	23.00
			1098147	12251	ALARM MONITORING AT ALL CITY FACI 070-384-0000-4260	23.00
			1098522		ALARM MONITORING AT ALL CITY FACI	

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220155	9/8/2020	888468 MAJOR METROPOLITAN SECURITY	(Continued)			
			1098523	12251	043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI	15.00
			1098524	12251	043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI	15.00
			1098525	12251	043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI	25.00
			1098526	12251	043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI	15.00
			1098527	12251	043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI	25.00
			1098528	12251	043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI	15.00
			1098529	12251	043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI	15.00
			1098530	12251	043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI	15.00
			1098531	12251	043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI	25.00
			1098532	12251	043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI	25.00
			1098533	12251	070-384-0000-4260 ALARM MONITORING AT ALL CITY FACI	28.00
			1098534	12251	070-384-0000-4260 ALARM MONITORING AT ALL CITY FACI	23.00
			1098535	12251	070-384-0000-4260 ALARM MONITORING AT ALL CITY FACI	28.00
			1098536	12251	070-384-0000-4260 ALARM MONITORING AT ALL CITY FACI	28.00
			1098914	12251	043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI	15.00
			1098915	12251	043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI	15.00
			1098916	12251	043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI	15.00
			1098917		ALARM MONITORING AT ALL CITY FACI	

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220155	9/8/2020	888468 MAJOR METROPOLITAN SECURITY	(Continued)			
			1098918	12251	043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI	15.00
			1098919	12251	043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI	25.00
			1098920	12251	043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI	15.00
			1098921	12251	043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI	15.00
			1098922	12251	043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI	25.00
			1098923	12251	043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI	25.00
			1098924	12251	043-390-0000-4260 ALARM MONITORING AT ALL CITY FACI	15.00
			1098925	12251	070-384-0000-4260 ALARM MONITORING AT ALL CITY FACI	28.00
			1098926	12251	070-384-0000-4260 ALARM MONITORING AT ALL CITY FACI	23.00
			1098927	12251	070-384-0000-4260 ALARM MONITORING AT ALL CITY FACI	28.00
			1098928	12251	043-390-0000-4260	28.00
					Total :	921.00
220156	9/8/2020	888254 MCCALLA COMPANY	331716		GLOVES	
			331865		001-222-0000-4300 FACE MASKS	528.00
					001-222-3689-4300	175.89
					Total :	703.89
220157	9/8/2020	888242 MCI COMM SERVICE	7DL39365		ALARM LINE-1100 PICO	
					001-420-0000-4220	34.88
					Total :	34.88
220158	9/8/2020	893200 MCKESSON MEDICAL-SURGICAL	17000607		MEDICAL SUPPLIES	

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220158	9/8/2020	893200 MCKESSON MEDICAL-SURGICAL	(Continued)			
			17015070		001-225-0000-4350 HAND SANITIZERS	117.13
					001-222-3689-4300	150.03
					Total :	267.16
220159	9/8/2020	102226 MISSION LINEN SUPPLY	513026547		LAUNDRY	
			513047380		001-225-0000-4350 LAUNDRY	72.37
			513075091		001-225-0000-4350 LAUNDRY	114.22
			513092513		001-225-0000-4350 LAUNDRY	87.66
			513119473		001-225-0000-4350 LAUNDRY	121.78
					001-225-0000-4350	88.09
					Total :	484.12
220160	9/8/2020	893343 MOHR, NICOLE	AUG 2020		COMMISSIONER'S STIPEND	
					001-115-0000-4111	75.00
					Total :	75.00
220161	9/8/2020	102287 MUNICIPAL CODE CORPORATION	00346565		SUPPLEMENT NO. 34	
					001-115-0000-4260	1,852.58
					Total :	1,852.58
220162	9/8/2020	102325 NAPA AUTO PARTS	5478-032544		COMBO WRENCH & SOCKETS	
					070-383-0000-4310	76.53
					Total :	76.53
220163	9/8/2020	890995 NAVARRO, SAYDITH	AUG 2020		COMMISSIONER'S STIPEND	
					001-420-0000-4111	75.00
					Total :	75.00
220164	9/8/2020	893405 NEW HORIZON	035632		LP PHONE SERVICES-JULY 2020	
			035632		001-420-0000-4220 LP PHONE SERVICES-AUG 2020	313.78

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220164	9/8/2020	893405 NEW HORIZON	(Continued)		001-420-0000-4220	318.49
					Total :	632.27
220165	9/8/2020	893633 NORMAN A. TRAUB &	20046	12279	INTERNAL INVESTIGATION 001-112-0000-4270	3,925.31
					Total :	3,925.31
220166	9/8/2020	102432 OFFICE DEPOT	100180510002		OFFICE SUPPLIES	
			102976746003		001-150-0000-4300 HAND SANITIZER REFILL	10.98
			103088632001		001-150-3689-4300 ITEMS RETURNED	31.46
			108782851001		001-150-0000-4300 OFFICE SUPPLIES	-151.76
			108947732001		070-381-0000-4300 OFFICE SUPPLIES	343.84
			111771260001		001-311-0000-4300 OFFICE SUPPLIES	115.49
			111780211001		001-222-0000-4300 OFFICE SUPPLIES	114.20
			112124045001		001-222-0000-4300 TONERS FOR HP PRINTER	61.66
			112394331001		001-130-3689-4300 OFFICE SUPPLIES	634.66
			112394471001		001-222-0000-4300 OFFICE SUPPLIES	4.06
			113034671001		001-222-0000-4300 OFFICE SUPPLIES	53.61
			113035169001		001-150-0000-4300 OFFICE SUPPLIES	15.83
			113189495001		001-152-0000-4300 OFFICE SUPPLIES	56.89
			113191416001		001-222-0000-4300 OFFICE SUPPLIES	40.38
			113254616001		001-222-0000-4300 OFFICE SUPPLIES	22.65

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220166	9/8/2020	102432 OFFICE DEPOT	(Continued)		001-130-0000-4300 OFFICE SUPPLIES	55.97
			115680039001		001-222-0000-4300 OFFICE SUPPLIES	70.46
			117977871001		001-222-0000-4300 OFFICE SUPPLIES	10.98
			2425903063		001-222-0000-4300 OFFICE SUPPLIES	39.00
					Total :	97.99
					Total :	1,628.35
220167	9/8/2020	890095 O'REILLY AUTOMOTIVE STORES INC	4605-378551	12252	VEHICLE SERVICE, MAINTENANCE & F 041-1215	133.98
			4605-380279	12252	VEHICLE SERVICE, MAINTENANCE & F 041-1215	78.41
			4605-380859	12252	VEHICLE SERVICE, MAINTENANCE & F 041-320-0311-4400	81.38
			4605-381098	12252	VEHICLE SERVICE, MAINTENANCE & F 041-320-0311-4400	-53.89
			4605-381987	12252	VEHICLE SERVICE, MAINTENANCE & F 041-320-0311-4400	41.13
			4605-383355	12252	VEHICLE SERVICE, MAINTENANCE & F 041-1215	34.47
					Total :	315.48
220168	9/8/2020	890994 PONCE, JOE	AUG 2020		COMMISSIONER'S STIPEND 001-420-0000-4111	75.00
					Total :	75.00
220169	9/8/2020	890536 PRUDENTIAL OVERALL SUPPLY	171017749		CE UNIFORM 001-152-0000-4325	148.42
			171018138	12226	FY20-21 PUBLIC WORKS UNIFORM PUI 001-311-0000-4310	164.67
					Total :	313.09
220170	9/8/2020	890004 PTS	2050605		PD PAY PHONE-SEPT	

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
220170	9/8/2020	890004 PTS	(Continued)		001-190-0000-4220	65.64
					Total :	65.64
220171	9/8/2020	893675 QUIJADA, JUAN	BS2006643		PERMIT REFUND-DUPL PYMNT	
					001-3320-0000	167.38
					055-3719-0154	7.42
					055-2247	4.00
					001-2268	0.24
					Total :	179.04
220172	9/8/2020	893671 R & S MUFFLERS & BRAKES	6795		VEHICLE MAINT-PW6835	
					041-320-0311-4400	1,510.00
					Total :	1,510.00
220173	9/8/2020	893143 RICHARDS, SANDRA MARIE	AUG 2020		COMMISSIONER'S STIPEND	
					001-420-0000-4111	75.00
					Total :	75.00
220174	9/8/2020	887296 ROBLED0, OLIVIA	AUG 2020		COMMISSIONER'S STIPEND	
					001-115-0000-4111	75.00
					Total :	75.00
220175	9/8/2020	892708 ROYAL INDUSTRIAL SOLUTIONS	8901-791871	12267	ST & PARKING LOT LIGHTING, & ELEC1	
					027-344-0301-4300	89.02
			8901-793879	12267	ST & PARKING LOT LIGHTING, & ELEC1	
					027-344-0301-4300	1,323.03
					Total :	1,412.05
220176	9/8/2020	891253 SAN FERNANDO SMOG TEST ONLY	4000		SMOG TEST - E1205854	
					041-320-0000-4450	60.00
			4001		SMOG TEST - E1499097	
					041-320-0000-4450	60.00
			4002		SMOG TEST - E1473092	
					041-320-0000-4450	60.00
			4033		SMOG TEST - E1473092	
					041-320-0000-4450	60.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
220176	9/8/2020	891253 SAN FERNANDO SMOG TEST ONLY	(Continued)		SMOG TEST - E1200076	
			4035		041-320-0000-4450	60.00
					Total :	300.00
220177	9/8/2020	889417 SAN GABRIEL VALLEY COUNCIL	SGV-ULAR-21-11	12264	COORDINATED INTEGRATED MONITORING	
					001-310-0000-4270	5,212.00
					Total :	5,212.00
220178	9/8/2020	893666 SIGNS 4U2C	201007		INSTALL DECALS ON VEH-PD3912	
					041-320-0225-4400	825.00
					Total :	825.00
220179	9/8/2020	893674 SINAY, AMIT	BS2006708		PERMIT REFUND-DUPL PYMNT	
					001-3320-0000	207.38
					055-3719-0154	11.44
					055-2247	4.00
					001-2268	0.44
					Total :	223.26
220180	9/8/2020	103184 SMART & FINAL	37604		BREAK ROOM SUPPLIES	
					001-222-0000-4300	40.80
					001-225-0000-4350	12.36
			58420		BREAK ROOM SUPPLIES	
					001-222-0000-4300	23.66
					001-225-0000-4350	15.32
					Total :	92.14
220181	9/8/2020	103218 SOLIS, MARGARITA	43-46		PETTY CASH REIMBURSEMENT	
					001-105-3689-4300	31.45
					001-106-0000-4270	46.02
					001-225-0000-4350	73.45
					Total :	150.92
220182	9/8/2020	103202 SOUTHERN CALIFORNIA EDISON CO.	2-02-682-6982		ELECTRIC-910 FIRST	
					043-390-0000-4210	10,029.49
			2-02-682-7675		ELECTRIC-VARIOUS LOCATIONS	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
220182	9/8/2020	103202 SOUTHERN CALIFORNIA EDISON CO.	(Continued)			
			2-21-082-3241		043-390-0000-4210 ELECTRIC - VARIOUS LOCATIONS	8,361.80
					027-344-0000-4210	7,096.34
					029-335-0000-4210	2,792.00
					043-390-0000-4210	11,481.92
					070-384-0000-4210	15,996.79
			2-33-746-5215		ELECTRIC-190 PARK	
					027-344-0000-4210	645.43
			2-39-084-2581		ELECTRIC - 1117 SECOND	
					043-390-0000-4210	12.73
			2-39-717-6769		ELECTRIC - 801 EIGHTH	
					043-390-0000-4210	17.01
			2-42-775-4338		ELECTRIC - MACLAY/ SAN FERNANDO-	
					030-341-0000-4210	11.68
					Total :	56,445.19
220183	9/8/2020	893660 SOUTHERN CALIFORNIA NEWS GROUP	0011394371		PUBLISH ENTIRE U ORD NO. 1696	
					001-115-0000-4230	2,933.25
					Total :	2,933.25
220184	9/8/2020	100532 STATE OF CALIFORNIA, DEPARTMENT OF JUSTICE	460666		LIVESCAN FINGERPRINTING-JULY 2020	
					004-2386	2,705.00
					001-222-0000-4270	32.00
					Total :	2,737.00
220185	9/8/2020	888946 TEKWERKS	26252-2		FINAL PYMNT-WEBSITE HOSTING DUR	
					001-135-0000-4260	600.00
					Total :	600.00
220186	9/8/2020	103205 THE GAS COMPANY	042-320-6900-7		GAS-910 FIRST	
					043-390-0000-4210	73.49
			084-220-32049-3		GAS-505 S HUNTINGTON	
					043-390-0000-4210	11.31
					Total :	84.80
220187	9/8/2020	888821 THE GOODYEAR TIRE & RUBBER CO	120377		TIRES FOR CITY FLEET	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
220187	9/8/2020	888821 THE GOODYEAR TIRE & RUBBER CO	(Continued)			
				12255	041-1215	1,395.54
					Total :	1,395.54
220188	9/8/2020	101528 THE HOME DEPOT CRC, ACCT#603532202490	2104311		GRAFFITI ABATEMENT SUPPLIES	
			3381494		001-152-0000-4300	166.46
					PAINT-GRAFFITI ABATEMENT	
			5024951		001-152-0000-4300	533.54
					MISC MATL'S FOR BANNERS	
			5341777		030-341-0000-4300	7.79
					BANNERS-SF MALL ASSOC OUTDOOR	
					030-341-0000-4300	629.82
					Total :	1,337.61
220189	9/8/2020	890833 THOMSON REUTERS	842727417		DET. INVESTIGATION SKILLS-JULY 2020	
					001-135-0000-4260	211.82
					Total :	211.82
220190	9/8/2020	103903 TIME WARNER CABLE	10328080520		CITY HALL CABLE-08/05-09/04	
					001-190-0000-4220	139.38
			10369081820		PD CABLE 08/18-09/17	
					001-222-0000-4260	223.71
			10518080120		RCS CABLE- 07/29-08/28	
					001-420-0000-4260	251.13
			222204080120		PW OPS CABLE-07/29-08/28	
					043-390-0000-4260	126.95
					Total :	741.17
220191	9/8/2020	103413 TRANS UNION LLC	07005010		CREDIT CHECKS	
					001-222-0000-4260	75.00
					Total :	75.00
220192	9/8/2020	103463 U.S. POSTMASTER	AUG 2020		POSTAGE-AUG UTILITY BILLS	
					070-382-0000-4300	538.20
					072-360-0000-4300	538.20
					Total :	1,076.40

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
220193	9/8/2020	893167 UNITED MAINTENANCE SYSTEMS	14681		CONTRACTUAL SERVICES FOR JANITC	
				12256	043-390-0000-4260	17,850.00
				12256	043-390-3689-4260	7,929.55
					Total :	25,779.55
220194	9/8/2020	891220 VAN LANT & FANKHANEL, LLP	080420		CITY'S ANNUAL AUDIT SERVICES-PREI	
				12262	070-381-0000-4270	1,562.50
				12262	072-360-0000-4270	1,562.50
				12262	001-130-0000-4270	9,375.00
					Total :	12,500.00
220195	9/8/2020	889644 VERIZON BUSINESS	68186323		CITY HALL LONG DISTANCE	
			68186324		001-190-0000-4220	53.28
					CITY YARD LONG DISTANCE	
					070-384-0000-4220	15.99
			68186325		CITY HALL LONG DISTANCE & INTRAL	
					001-190-0000-4220	26.64
			68186326		POLICE LONG DISTANCE	
					001-222-0000-4220	125.54
			68186327		CITY YARD LONG DISTANCE	
					070-384-0000-4220	10.65
			68186328		PARK LONG DISTANCE	
					001-420-0000-4220	16.24
			68186864		ENGINEERING LONG DISTANCE	
					001-310-0000-4220	5.33
			68186875		CITY HALL LINES	
					001-190-0000-4220	58.65
					Total :	312.32
220196	9/8/2020	100101 VERIZON WIRELESS-LA	9860414742		VARIOUS CELL PHONE PLANS	
					072-360-0000-4220	61.89
					001-101-0102-4220	54.90
					001-105-0000-4220	77.79
			9860926278		MDT MODEMS-PD UNITS	
					001-222-0000-4220	1,326.75
					Total :	1,521.33

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
220197	9/8/2020	893673 VONGYAI, SWAN	2000520.001		FIT PASS REFUND	
					017-3770-1337	35.00
					Total :	35.00
220198	9/8/2020	103603 VULCAN MATERIALS COMPANY	72659883		UTILITY TRENCH AND POTHOLE REPA	
				12268	072-360-0000-4300	331.02
			72659884		UTILITY TRENCH AND POTHOLE REPA	
				12268	072-360-0000-4300	704.61
					Total :	1,035.63
220199	9/8/2020	888390 WEST COAST ARBORISTS, INC.	163171		ANNUAL TREE TRIMMING CONTRACT :	
				12246	011-311-0000-4260	9,910.00
					Total :	9,910.00
220200	9/8/2020	892023 WINDSTREAM	72840968		PHONE SERVICES- 07/18-08/17	
					001-222-0000-4220	684.32
					001-420-0000-4220	450.86
					070-384-0000-4220	542.63
					001-190-0000-4220	2,242.36
			72943439		PHONE SERVICES-08/18-09/17	
					001-222-0000-4220	672.67
					001-420-0000-4220	453.50
					070-384-0000-4220	535.50
					001-190-0000-4220	2,259.75
					Total :	7,841.59
220201	9/8/2020	889467 YOUNGBLOOD & ASSOCIATES	4200A		POLYGRAPH EXAM SERVICES	
					001-222-0000-4260	900.00
					Total :	900.00
110 Vouchers for bank code : bank3						Bank total : 336,194.64
110 Vouchers in this report						Total vouchers : 336,194.64

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Bank code :

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

CC Meeting Agenda

SPECIAL CHECKS

RES. NO. 20-091
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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
219783	8/1/2020	100286 BAKER, BEVERLY	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	674.17
					Total :	674.17
219784	8/1/2020	893277 CROOK, LORETTA	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	245.78
					Total :	245.78
219785	8/1/2020	100916 DEIBEL, PAUL	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	245.78
					Total :	245.78
219786	8/1/2020	891041 GARCIA, CONNIE	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	200.43
					Total :	200.43
219787	8/1/2020	101781 KISHITA, ROBERT	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	200.43
					Total :	200.43
219788	8/1/2020	101926 LILES, RICHARD	20-Aug		CALPERS HEALTH REIMB 070-180-0000-4127 072-180-0000-4127	285.33 285.33
					Total :	570.66
219789	8/1/2020	891027 LOCKETT, JOANN	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	245.78
					Total :	245.78
219790	8/1/2020	102126 MARTINEZ, MIGUEL	20-Aug		CALPERS HEALTH REIMB 070-180-0000-4127	525.39
					Total :	525.39
219791	8/1/2020	891031 ORTEGA, JIMMIE	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	245.78
					Total :	245.78

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
219792	8/1/2020	891032 OTREMB, EUGENE	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	630.56
					Total :	630.56
219793	8/1/2020	891354 RAMIREZ, ROSALINDA	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	525.39
					Total :	525.39
219794	8/1/2020	102940 RUIZ, RONALD	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	674.17
					Total :	674.17
219795	8/1/2020	103121 SERRANO, ARMANDO	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	674.17
					Total :	674.17
219796	8/1/2020	892782 TIGHE, DONNA	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	200.43
					Total :	200.43
14 Vouchers for bank code : bank3						Bank total : 5,858.92
14 Vouchers in this report						Total vouchers : 5,858.92

Voucher Registers are not final until approved by Council.

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
219797	8/1/2020	100042 ABDALLAH, ALBERT	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,257.33
					Total :	1,257.33
219798	8/1/2020	100091 AGORICHAS, JOHN	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	212.39
					Total :	212.39
219799	8/1/2020	891039 AGUILAR, JESUS	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	539.86
					Total :	539.86
219800	8/1/2020	100104 ALBA, ANTHONY	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	630.56
					Total :	630.56
219801	8/1/2020	891011 APODACA-GRASS, ROBERTA	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	245.78
					Total :	245.78
219802	8/1/2020	100306 BARNARD, LARRY	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	883.00
					Total :	883.00
219803	8/1/2020	100346 BELDEN, KENNETH M.	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,124.00
					Total :	1,124.00
219804	8/1/2020	892233 BUZZELL, CAROL	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	188.03
					Total :	188.03
219805	8/1/2020	891350 CALZADA, FRANK	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	515.06
					Total :	515.06
219806	8/1/2020	100642 CASTRO, RICO	20-Aug		CALPERS HEALTH REIMB	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
219806	8/1/2020	100642 CASTRO, RICO	(Continued)		001-180-0000-4127	1,723.24
					Total :	1,723.24
219807	8/1/2020	103816 CHAVEZ, ELENA	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	674.17
					Total :	674.17
219808	8/1/2020	100752 COLELLI, CHRISTIAN	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,588.41
					Total :	1,588.41
219809	8/1/2020	891014 CREEKMORE, CASIMIRA	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	245.78
					Total :	245.78
219810	8/1/2020	891016 DEATON, MARK	20-Aug		CALPERS HEALTH REIMB 070-180-0000-4127	570.66
					Total :	570.66
219811	8/1/2020	100913 DECKER, CATHERINE	20-Aug		CALPERS HEALTH REIMB 070-180-0000-4127	630.56
					Total :	630.56
219812	8/1/2020	100925 DELGADO, RALPH	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	515.06
					Total :	515.06
219813	8/1/2020	892102 DOSTER, DARRELL	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	630.56
					Total :	630.56
219814	8/1/2020	100996 DRAKE, JOYCE	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	245.78
					Total :	245.78
219815	8/1/2020	100995 DRAKE, MICHAEL	20-Aug		CALPERS HEALTH REIMB 070-180-0000-4127	122.89

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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
219815	8/1/2020	100995 DRAKE, MICHAEL	(Continued)		072-180-0000-4127	122.89
					Total :	245.78
219816	8/1/2020	100997 DRAPER, CHRISTOPHER	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,588.41
					Total :	1,588.41
219817	8/1/2020	101044 ELEY, JEFFREY	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,755.00
					Total :	1,755.00
219818	8/1/2020	891040 FISHKIN, RIVIAN	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	200.43
					Total :	200.43
219819	8/1/2020	892103 GAJDOS, BETTY	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	200.43
					Total :	200.43
219820	8/1/2020	891351 GARCIA, DEBRA	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	2,154.28
					Total :	2,154.28
219821	8/1/2020	891067 GARCIA, NICOLAS	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	864.82
					Total :	864.82
219822	8/1/2020	101318 GLASGOW, KEVIN	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,588.41
					Total :	1,588.41
219823	8/1/2020	891020 GLASGOW, ROBERT	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	374.00
					Total :	374.00
219824	8/1/2020	891021 GUIZA, JENNIE	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	245.78
					Total :	245.78
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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
219824	8/1/2020	891021 891021 GUIZA, JENNIE	(Continued)			Total : 245.78
219825	8/1/2020	101415 GUTIERREZ, OSCAR	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	200.43
					Total :	200.43
219826	8/1/2020	891352 HADEN, SUSANNA	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	525.39
					Total :	525.39
219827	8/1/2020	101440 HALCON, ERNEST	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,325.00
					Total :	1,325.00
219828	8/1/2020	891918 HARTWELL, BRUCE	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	630.56
					Total :	630.56
219829	8/1/2020	101465 HARVEY, DAVID	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	200.43
					Total :	200.43
219830	8/1/2020	101466 HARVEY, DEVERY MICHAEL	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,569.00
					Total :	1,569.00
219831	8/1/2020	101471 HASBUN, NAZRI A.	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,487.34
					Total :	1,487.34
219832	8/1/2020	891023 HATFIELD, JAMES	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	630.56
					Total :	630.56
219833	8/1/2020	892104 HERNANDEZ, ALFONSO	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,347.85
					Total :	1,347.85
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
219834	8/1/2020	891024 HOOKER, RAYMOND	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	792.12 792.12
219835	8/1/2020	893616 HOUGH, LOIS	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	188.03 188.03
219836	8/1/2020	101597 IBRAHIM, SAMIR	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	539.86 539.86
219837	8/1/2020	101694 JACOBS, ROBERT	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	883.00 883.00
219838	8/1/2020	892105 KAHMANN, ERIC	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	539.86 539.86
219839	8/1/2020	101786 KLOTZSCHE, STEVEN	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	856.34 856.34
219840	8/1/2020	891866 KNIGHT, DONNA	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	200.43 200.43
219841	8/1/2020	892929 LEWIS, WANDA	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	245.78 245.78
219842	8/1/2020	891043 LIEBERMAN, LEONARD	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	200.43 200.43
219843	8/1/2020	101933 LITTLEFIELD, LESLEY	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	245.78

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
219843	8/1/2020	101933 LITTLEFIELD, LESLEY	(Continued)			245.78
219844	8/1/2020	102059 MACK, MARSHALL	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,487.34 1,487.34
219845	8/1/2020	891010 MAERTZ, ALVIN	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	539.86 539.86
219846	8/1/2020	888037 MARTINEZ, ALVARO	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,397.98 1,397.98
219847	8/1/2020	102206 MILLER, WILMA	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	245.78 245.78
219848	8/1/2020	102212 MIRAMONTES, MONICA	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,487.34 1,487.34
219849	8/1/2020	102232 MIURA, HOWARD	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	245.78 245.78
219850	8/1/2020	892106 MONTAN, EDWARD	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	856.34 856.34
219851	8/1/2020	102365 NAVARRO, RICARDO A	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	515.06 515.06
219852	8/1/2020	102473 ORDELHEIDE, ROBERT	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,834.32 1,834.32

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
219853	8/1/2020	102483 OROZCO, ELVIRA	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	188.03 188.03
219854	8/1/2020	102486 ORSINI, TODD	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	2,226.66 2,226.66
219855	8/1/2020	102569 PARKS, ROBERT	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,755.00 1,755.00
219856	8/1/2020	102527 PISCITELLI, ANTHONY	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	515.06 515.06
219857	8/1/2020	891033 POLLOCK, CHRISTINE	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	374.00 374.00
219858	8/1/2020	102735 QUINONEZ, MARIA	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,189.78 1,189.78
219859	8/1/2020	891034 RAMSEY, JAMES	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	743.03 743.03
219860	8/1/2020	102864 RIVETTI, DOMINICK	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	883.00 883.00
219861	8/1/2020	102936 RUELAS, MARCO	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,280.32 1,280.32
219862	8/1/2020	891044 RUSSUM, LINDA	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	200.43

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
219862	8/1/2020	891044 RUSSUM, LINDA	(Continued)			200.43
219863	8/1/2020	103005 SALAZAR, TONY	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,487.34 1,487.34
219864	8/1/2020	892107 SHANAHAN, MARK	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	539.86 539.86
219865	8/1/2020	891035 SHERWOOD, NINA	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	245.78 245.78
219866	8/1/2020	103175 SKOBIN, ROMELIA	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,176.90 1,176.90
219867	8/1/2020	103220 SOMERVILLE, MICHAEL	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,360.00 1,360.00
219868	8/1/2020	103394 TORRES, RACHEL	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	245.78 245.78
219869	8/1/2020	889588 UFANO, VIRGINIA	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	200.43 200.43
219870	8/1/2020	888417 VALDIVIA, LAURA	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	792.12 792.12
219871	8/1/2020	891046 VANAALST, LEONILDA	20-Aug		CALPERS HEALTH REIMB 070-180-0000-4127	200.43 200.43

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
219872	8/1/2020	103550 VANICEK, JAMES	20-Aug		CALPERS HEALTH REIMB 070-180-0000-4127	1,189.78
					Total :	1,189.78
219873	8/1/2020	103562 VASQUEZ, JOEL	20-Aug		CALPERS HEALTH REIMB 070-180-0000-4127	1,755.00
					Total :	1,755.00
219874	8/1/2020	891038 WAITE, CURTIS	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,176.90
					Total :	1,176.90
219875	8/1/2020	891036 WATT, DAVID	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	630.56
					Total :	630.56
219876	8/1/2020	891037 WEBB, NANCY	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	743.03
					Total :	743.03
219877	8/1/2020	103643 WEDDING, JEROME	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	630.56
					Total :	630.56
219878	8/1/2020	103727 WYSBEEK, DOUDE	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	245.78
					Total :	245.78
219879	8/1/2020	103737 YNIGUEZ, LEONARD	20-Aug		CALPERS HEALTH REIMB 001-180-0000-4127	1,176.90
					Total :	1,176.90
83 Vouchers for bank code : bank3						Bank total : 66,008.02
83 Vouchers in this report						Total vouchers : 66,008.02

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Bank code : bank3

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

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
219996	9/1/2020	100286 BAKER, BEVERLY	20-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	674.17
					Total :	674.17
219997	9/1/2020	893277 CROOK, LORETTA	20-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	245.78
					Total :	245.78
219998	9/1/2020	100916 DEIBEL, PAUL	20-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	245.78
					Total :	245.78
219999	9/1/2020	891041 GARCIA, CONNIE	20-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	200.43
					Total :	200.43
220000	9/1/2020	101781 KISHITA, ROBERT	20-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	200.43
					Total :	200.43
220001	9/1/2020	891027 LOCKETT, JOANN	20-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	245.78
					Total :	245.78
220002	9/1/2020	102126 MARTINEZ, MIGUEL	20-Sep		CALPERS HEALTH REIMB 070-180-0000-4127	525.39
					Total :	525.39
220003	9/1/2020	891031 ORTEGA, JIMMIE	20-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	245.78
					Total :	245.78
220004	9/1/2020	891032 OTREMBA, EUGENE	20-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	630.56
					Total :	630.56
220005	9/1/2020	891354 RAMIREZ, ROSALINDA	20-Sep		CALPERS HEALTH REIMB	

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
220005	9/1/2020	891354 RAMIREZ, ROSALINDA	(Continued)		001-180-0000-4127	525.39
					Total :	525.39
220006	9/1/2020	102940 RUIZ, RONALD	20-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	674.17
					Total :	674.17
220007	9/1/2020	103121 SERRANO, ARMANDO	20-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	674.17
					Total :	674.17
220008	9/1/2020	892782 TIGHE, DONNA	20-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	200.43
					Total :	200.43
13 Vouchers for bank code : bank3					Bank total :	5,288.26
13 Vouchers in this report					Total vouchers :	5,288.26

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
220009	9/1/2020	100042 ABDALLAH, ALBERT	20-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,257.33
					Total :	1,257.33
220010	9/1/2020	100091 AGORICHAS, JOHN	20-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	212.39
					Total :	212.39
220011	9/1/2020	891039 AGUILAR, JESUS	20-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	539.86
					Total :	539.86
220012	9/1/2020	100104 ALBA, ANTHONY	20-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	630.56
					Total :	630.56
220013	9/1/2020	891011 APODACA-GRASS, ROBERTA	20-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	245.78
					Total :	245.78
220014	9/1/2020	100306 BARNARD, LARRY	20-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	883.00
					Total :	883.00
220015	9/1/2020	100346 BELDEN, KENNETH M.	20-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,124.00
					Total :	1,124.00
220016	9/1/2020	892233 BUZZELL, CAROL	20-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	188.03
					Total :	188.03
220017	9/1/2020	891350 CALZADA, FRANK	20-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	515.06
					Total :	515.06
220018	9/1/2020	100642 CASTRO, RICO	20-Sep		CALPERS HEALTH REIMB	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
220018	9/1/2020	100642 CASTRO, RICO	(Continued)		001-180-0000-4127	1,723.24
					Total :	1,723.24
220019	9/1/2020	103816 CHAVEZ, ELENA	20-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	674.17
					Total :	674.17
220020	9/1/2020	100752 COLELLI, CHRISTIAN	20-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,588.41
					Total :	1,588.41
220021	9/1/2020	891014 CREEKMORE, CASIMIRA	20-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	245.78
					Total :	245.78
220022	9/1/2020	891016 DEATON, MARK	20-Sep		CALPERS HEALTH REIMB 070-180-0000-4127	570.66
					Total :	570.66
220023	9/1/2020	100913 DECKER, CATHERINE	20-Sep		CALPERS HEALTH REIMB 070-180-0000-4127	630.56
					Total :	630.56
220024	9/1/2020	100925 DELGADO, RALPH	20-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	515.06
					Total :	515.06
220025	9/1/2020	892102 DOSTER, DARRELL	20-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	630.56
					Total :	630.56
220026	9/1/2020	100996 DRAKE, JOYCE	20-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	245.78
					Total :	245.78
220027	9/1/2020	100995 DRAKE, MICHAEL	20-Sep		CALPERS HEALTH REIMB 070-180-0000-4127	122.89

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
220027	9/1/2020	100995 DRAKE, MICHAEL	(Continued)		072-180-0000-4127	122.89
					Total :	245.78
220028	9/1/2020	100997 DRAPER, CHRISTOPHER	20-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,588.41
					Total :	1,588.41
220029	9/1/2020	101044 ELEY, JEFFREY	20-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,755.00
					Total :	1,755.00
220030	9/1/2020	891040 FISHKIN, RIVIAN	20-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	200.43
					Total :	200.43
220031	9/1/2020	892103 GAJDOS, BETTY	20-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	200.43
					Total :	200.43
220032	9/1/2020	891351 GARCIA, DEBRA	20-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	2,154.28
					Total :	2,154.28
220033	9/1/2020	891067 GARCIA, NICOLAS	20-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	864.82
					Total :	864.82
220034	9/1/2020	101318 GLASGOW, KEVIN	20-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,588.41
					Total :	1,588.41
220035	9/1/2020	891020 GLASGOW, ROBERT	20-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	374.00
					Total :	374.00
220036	9/1/2020	891021 GUIZA, JENNIE	20-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	245.78

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
220036	9/1/2020	891021 891021 GUIZA, JENNIE	(Continued)			Total : 245.78
220037	9/1/2020	101415 GUTIERREZ, OSCAR	20-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	200.43
					Total :	200.43
220038	9/1/2020	891352 HADEN, SUSANNA	20-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	525.39
					Total :	525.39
220039	9/1/2020	101440 HALCON, ERNEST	20-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,325.00
					Total :	1,325.00
220040	9/1/2020	891918 HARTWELL, BRUCE	20-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	630.56
					Total :	630.56
220041	9/1/2020	101465 HARVEY, DAVID	20-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	200.43
					Total :	200.43
220042	9/1/2020	101466 HARVEY, DEVERY MICHAEL	20-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,569.00
					Total :	1,569.00
220043	9/1/2020	101471 HASBUN, NAZRI A.	20-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,487.34
					Total :	1,487.34
220044	9/1/2020	891023 HATFIELD, JAMES	20-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	630.56
					Total :	630.56
220045	9/1/2020	892104 HERNANDEZ, ALFONSO	20-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,347.85
					Total :	1,347.85

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Bank code :		bank3				
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
220046	9/1/2020	891024 HOOKER, RAYMOND	20-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	792.12 792.12
220047	9/1/2020	893616 HOUGH, LOIS	20-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	188.03 188.03
220048	9/1/2020	101597 IBRAHIM, SAMIR	20-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	539.86 539.86
220049	9/1/2020	101694 JACOBS, ROBERT	20-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	883.00 883.00
220050	9/1/2020	892105 KAHMANN, ERIC	20-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	539.86 539.86
220051	9/1/2020	101786 KLOTZSCHE, STEVEN	20-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	856.34 856.34
220052	9/1/2020	891866 KNIGHT, DONNA	20-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	200.43 200.43
220053	9/1/2020	892929 LEWIS, WANDA	20-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	245.78 245.78
220054	9/1/2020	891043 LIEBERMAN, LEONARD	20-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	200.43 200.43
220055	9/1/2020	101933 LITTLEFIELD, LESLEY	20-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	245.78
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Bank code :		bank3					
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
220055	9/1/2020	101933 LITTLEFIELD, LESLEY	(Continued)			Total : 245.78	
220056	9/1/2020	102059 MACK, MARSHALL	20-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,487.34 Total : 1,487.34	
220057	9/1/2020	891010 MAERTZ, ALVIN	20-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	539.86 Total : 539.86	
220058	9/1/2020	888037 MARTINEZ, ALVARO	20-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,397.98 Total : 1,397.98	
220059	9/1/2020	102206 MILLER, WILMA	20-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	245.78 Total : 245.78	
220060	9/1/2020	102212 MIRAMONTES, MONICA	20-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,487.34 Total : 1,487.34	
220061	9/1/2020	102232 MIURA, HOWARD	20-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	245.78 Total : 245.78	
220062	9/1/2020	892106 MONTAN, EDWARD	20-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	856.34 Total : 856.34	
220063	9/1/2020	102365 NAVARRO, RICARDO A	20-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	515.06 Total : 515.06	
220064	9/1/2020	102473 ORDELHEIDE, ROBERT	20-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,834.32 Total : 1,834.32	
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RES. NO. 20-091
EXHIBIT "A"

vchlist
08/28/2020 6:18:06PM

Voucher List
CITY OF SAN FERNANDO

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Bank code : bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
220065	9/1/2020	102483 OROZCO, ELVIRA	20-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	188.03 188.03
220066	9/1/2020	102486 ORSINI, TODD	20-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	2,226.66 2,226.66
220067	9/1/2020	102569 PARKS, ROBERT	20-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,755.00 1,755.00
220068	9/1/2020	102527 PISCITELLI, ANTHONY	20-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	515.06 515.06
220069	9/1/2020	891033 POLLOCK, CHRISTINE	20-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	374.00 374.00
220070	9/1/2020	102735 QUINONEZ, MARIA	20-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,189.78 1,189.78
220071	9/1/2020	891034 RAMSEY, JAMES	20-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	743.03 743.03
220072	9/1/2020	102864 RIVETTI, DOMINICK	20-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	883.00 883.00
220073	9/1/2020	102936 RUELAS, MARCO	20-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,280.32 1,280.32
220074	9/1/2020	891044 RUSSUM, LINDA	20-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	200.43
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Voucher List
CITY OF SAN FERNANDO

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Bank code : bank3						
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
220074	9/1/2020	891044 RUSSUM, LINDA	(Continued)			200.43
220075	9/1/2020	103005 SALAZAR, TONY	20-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,487.34 1,487.34
220076	9/1/2020	892107 SHANAHAN, MARK	20-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	539.86 539.86
220077	9/1/2020	891035 SHERWOOD, NINA	20-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	245.78 245.78
220078	9/1/2020	103175 SKOBIN, ROMELIA	20-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,176.90 1,176.90
220079	9/1/2020	103220 SOMERVILLE, MICHAEL	20-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,360.00 1,360.00
220080	9/1/2020	103394 TORRES, RACHEL	20-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	245.78 245.78
220081	9/1/2020	889588 UFANO, VIRGINIA	20-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	200.43 200.43
220082	9/1/2020	888417 VALDIVIA, LAURA	20-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	792.12 792.12
220083	9/1/2020	891046 VANAALST, LEONILDA	20-Sep		CALPERS HEALTH REIMB 070-180-0000-4127	200.43 200.43
						Page: 8

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
220084	9/1/2020	103550 VANICEK, JAMES	20-Sep		CALPERS HEALTH REIMB 070-180-0000-4127	1,189.78
					Total :	1,189.78
220085	9/1/2020	103562 VASQUEZ, JOEL	20-Sep		CALPERS HEALTH REIMB 070-180-0000-4127	1,755.00
					Total :	1,755.00
220086	9/1/2020	891038 WAITE, CURTIS	20-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,176.90
					Total :	1,176.90
220087	9/1/2020	891036 WATT, DAVID	20-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	630.56
					Total :	630.56
220088	9/1/2020	891037 WEBB, NANCY	20-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	743.03
					Total :	743.03
220089	9/1/2020	103643 WEDDING, JEROME	20-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	630.56
					Total :	630.56
220090	9/1/2020	103727 WYSBEEK, DOUDE	20-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	245.78
					Total :	245.78
220091	9/1/2020	103737 YNIGUEZ, LEONARD	20-Sep		CALPERS HEALTH REIMB 001-180-0000-4127	1,176.90
					Total :	1,176.90
83 Vouchers for bank code :		bank3			Bank total :	66,008.02
83 Vouchers in this report					Total vouchers :	66,008.02

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vchlist
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CITY OF SAN FERNANDO

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Bank code : bank3

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

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Voucher List
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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
219989	8/17/2020	887264 CALPERS	100000016126938		SSA 218 ANNUAL ADMIN FEE 001-190-0000-4450	1,000.00
					Total :	1,000.00
219990	8/17/2020	893115 P.E.R.S. CITY RETIREMENT	100000016066630		EMPLOYER CONTRIB VARIANCE-07/04 001-1160	3,236.87
					Total :	3,236.87
					Bank total :	4,236.87
					Total vouchers :	4,236.87

2 Vouchers for bank code : bank3

2 Vouchers in this report

Voucher Registers are not final until approved by Council.

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SPECIAL CHECKS

EXHIBIT "A"

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CITY OF SAN FERNANDO

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Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
219994	8/27/2020	893115 P.E.R.S. CITY RETIREMENT	100000016066647		EMPLOYER CONTRIB VARIANCE-07/18 001-1160	3,149.66
					Total :	3,149.66
219995	8/28/2020	893115 P.E.R.S. CITY RETIREMENT	100000016104401		EMPLOYER CONTRIB VARIANCE-08/01 001-1160	3,100.65
					Total :	3,100.65
		2 Vouchers for bank code :	bank3		Bank total :	6,250.31
		2 Vouchers in this report			Total vouchers :	6,250.31

Voucher Registers are not final until approved by Council.

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager
By: Timothy Hou, Director of Community Development

Date: September 8, 2020

Subject: Consideration to Approve a Professional Services Agreement with Kosmont & Associates, Inc., dba Kosmont Companies, to Provide Real Estate Advisory Services for Development Agreement Negotiations

RECOMMENDATION:

It is recommended that the City Council:

- a. Approve a Professional Services Agreement (Attachment "A"- Contract No. 1966) with Kosmont & Associates, Inc., dba Kosmont Companies (Kosmont Companies) in an amount not-to-exceed \$50,000 to provide real estate advisory services for development agreement negotiations; and
- b. Authorize the City Manager to execute all related documents.

BACKGROUND:

1. On July 16, 2018, staff received four submissions of qualifications to a Request for Qualifications to solicit professional consulting services to support real estate negotiations. The work advanced the City Council approved City-Wide Strategic Goal No. 5 for Fiscal Year (FY) 2018-2019: "Pursue economic development opportunities to bolster the City's revenue and enhance the City of San Fernando's profile."
2. On September 17, 2018, the City Council approved a Professional Services Agreement with Kosmont Companies to provide real estate advisory services.
3. On March 4, 2019, Kosmont presented to the City Council its review of City real estate assets, and analysis of methods for soliciting new development, entitled the Downtown San Fernando Economic Development and Asset Analysis, in an informational City Council study session.

Consideration to Approve a Professional Services Agreement with Kosmont & Associates, Inc., dba Kosmont Companies, to Provide Real Estate Advisory Services for Development Agreement Negotiations

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4. On August 5, 2019, the City Council approved a Professional Services Agreement with Kosmont Companies for the second phase of real estate advisory services after designating the City-owned Parking Lot No. 3 site as a potential development opportunity site.
5. On December 19, 2019, the City issued a Request for Developer Qualifications ("RFQ") for Parking Lot No. 3 Mixed/Blended-Use Development Opportunity – 1.44 Acres on San Fernando Mission Blvd. and Celis St. to entertainment and mixed/blended-use developers.
6. By the RFQ submittal deadline of January 31, 2020, the City received one response to the RFQ from a development team led by Azure Development, Inc. (Azure), a real estate development corporation, based in Commerce, CA, that was then vetted by Kosmont Companies and City staff and determined to be a responsible developer that met the qualifications provided in the RFQ.
7. On July 20, 2020, the City Council approved an Exclusive Negotiation Agreement (ENA) with Azure, which provides a 12-month period of time to attempt to negotiate a development agreement for redevelopment of Parking Lot No. 3 into a blended-use development (Project).
8. Upon City Council approval of the ENA, the second phase of Kosmont Companies' advisory services was fulfilled, and City staff and Kosmont Companies commenced developing a scope of work for the third phase of real estate advisory services during the ENA period.

ANALYSIS:

Kosmont Companies.

Kosmont Companies is a certified Minority Business Enterprise (MBE) and Small Business Enterprise (SBE) as well as a full-service municipal advisory firm that focuses on economic development, real estate and public finance. The company was founded in 1986 and has assisted hundreds of public agencies, the majority of them in Southern California, develop successful economic development projects.

The firm has spent more than 34 years helping cities plan projects through the use of comprehensive economic analysis, creative economic development strategies and implementation plans using a comprehensive toolkit of funding mechanisms. The firm has performed similar work recently for the City of Santa Clarita for its Newhall Crossings project, the City of Placentia for Old Town revitalization efforts, the City of Redondo Beach for its waterfront district revitalization, and City of South Gate for its Azalea regional shopping center project.

Ken K. Hira, President, will continue to serve as project manager on behalf of the firm. Mr. Hira has over 25 years of experience in development, previously working in the private sector as

Consideration to Approve a Professional Services Agreement with Kosmont & Associates, Inc., dba Kosmont Companies, to Provide Real Estate Advisory Services for Development Agreement NegotiationsPage 3 of 4

Executive Vice President of the Irvine-based developer, Pacific Century Commercial. Mr. Hira currently services as the Co-Chair of the International Council of Shopping Centers Public-Private Partnership Advisory Board.

Scope of Work.

The proposed scope of work for this third phase of consulting services by Kosmont Companies shall have a term of two years, with a one-year extension option, and will include the following tasks:

Task 1: Project Due Diligence and Developer Negotiations

Kosmont Companies will assist the City with Project due diligence and developer negotiations during the ENA period pursuant to the ENA milestones and timeline, and related to material to be provided by Azure, as follows:

1. Review of preliminary development pro forma and financing plan. The financing plan will list public and private funding sources, including grants and subsidies required for development of the Project.
2. Review Project Development Schedule and Community Outreach Plan.
3. Evaluation of due diligence, including certain reports such as market data/studies, as necessary.
4. Assessment of site plan and Project description.
5. Evaluation of updated pro forma and project development schedule based on developer's revised site plans through Project shaping.
6. Examination of developer's ability to obtain financing.
7. Assist with Development Agreement negotiations.
8. Participation in City Council meetings to provide Project and ENA updates.

Task 2: Community Workshops and Project Shaping

Kosmont Companies, in coordination with City and Azure, will participate in up to two community workshops (in person or virtual) to provide citizens with Project updates and gather input for Project shaping.

Task 3: As Needed Advisory

Kosmont Companies will provide as needed advisory services related to the Project and ENA as directed by the City.

Approval of this scope of work supports the City Council approved City-Wide Strategic Goal No. 4 for FY 2020-2021: "Pursue Economic Development opportunities to bolster the City's revenue and enhance the City of San Fernando's profile."

Consideration to Approve a Professional Services Agreement with Kosmont & Associates, Inc., dba Kosmont Companies, to Provide Real Estate Advisory Services for Development Agreement Negotiations

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BUDGET IMPACT:

The City included \$50,000 in “Professional Services”, account 001-151-0000-4270, to support the Economic Development Division No. 151 in the Community Development Department General Fund Budget for FY 2020-2021 to work with third party economic consultants to bring high quality employers, and greater food, retail, or for-sale residential offerings to San Fernando. Accordingly, there are sufficient funds available in this budget line item to fund the proposed agreement.

Importantly, under the terms of the approved ENA, all development costs and expenses during the ENA period are the sole responsibility of Azure. Accordingly, the City will be reimbursed by Azure for expenses incurred to fulfill the City’s obligations during the exclusive negotiation period including the full scope of real estate advisory services provided by Kosmont Companies in the proposed Professional Services Agreement.

CONCLUSION:

Staff recommends approval of a Professional Services Agreement with Kosmont Companies in an amount not-to-exceed \$50,000 to provide the City with the third phase of real estate advisory consulting services during development agreement negotiations.

ATTACHMENT:

A. Contract No. 1966



PROFESSIONAL SERVICES AGREEMENT

Kosmont & Associates, Inc., dba Kosmont Companies (Real Estate Advisory Services for Development Agreement Negotiations)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of September 2020 (hereinafter, the "Effective Date"), by and between the CITY OF SAN FERNANDO, a municipal corporation ("CITY") and Kosmont & Associates, Inc., dba Kosmont Companies (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.

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 two (2) years commencing from the Effective Date. Upon the conclusion of the Term, this Agreement shall renew automatically for a maximum of one (1) one-year extension term, unless CITY issues written notice of its intent not to authorize an additional extension 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 of this Agreement.
- 1.2 **SCOPE OF SERVICES:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). 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 Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.3 **COMPENSATION:**
 - A. CONSULTANT shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation fee schedule which is attached and incorporated hereto as "**Exhibit B**" (hereinafter, the "**Approved Rate Schedule**"). The foregoing notwithstanding, the rates and charges set forth in the Approved Rate Schedule may be adjusted once each calendar year, commencing

PROFESSIONAL SERVICES AGREEMENT

Kosmont & Associates, Inc., dba Kosmont Companies: Real Estate Advisory Services – Development Agreement Negotiations
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with the first anniversary of the Effective Date, to conform to the CONSULTANT's most recently published public sector rate schedule.

- B. Section 1.4A notwithstanding, CONSULTANT's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of FIFTY THOUSAND DOLLARS (\$50,000.00) (hereinafter, the "Not-to-Exceed Sum") for the duration of the Term plus any extension term(s) provided for under this Agreement. In the event CONSULTANT's charges are projected to exceed the Not-to-Exceed Sum prior the expiration of the Term, 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. The foregoing notwithstanding, the City Manager is hereby authorized to pay sums in excess of the Not-to-Exceed Sum up to a maximum of amount of Twenty-Five Thousand Dollars (\$25,000) in additional sums without City Council approval. The expenditure of any sums in excess of what is authorized by this Section shall require prior approval of the City Council and the execution of a contract amendment.

- 1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONSULTANT shall submit to CITY an itemized invoice indicating the services and tasks performed 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 shall 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 fifteen (15) business days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.
- 1.5 ACCOUNTING RECORDS: CONSULTANT shall 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 shall have the right to access and examine such records, without charge, during normal business hours. CITY shall 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

PROFESSIONAL SERVICES AGREEMENT

Kosmont & Associates, Inc., dba Kosmont Companies: Real Estate Advisory Services – Development Agreement Negotiations
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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 shall 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 shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II. PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager and the Director of Community Development (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates Ken K. Hira, President, to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall 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 shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:
 - A. CONSULTANT shall perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;

PROFESSIONAL SERVICES AGREEMENT

Kosmont & Associates, Inc., dba Kosmont Companies: Real Estate Advisory Services – Development Agreement Negotiations
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- B. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the CITY;
- C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.);
- D. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. 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
- F. 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 shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT shall 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 shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf shall 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

PROFESSIONAL SERVICES AGREEMENT

Kosmont & Associates, Inc., dba Kosmont Companies: Real Estate Advisory Services – Development Agreement Negotiations
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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 shall 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 shall be ineffective, null and void and shall constitute a material breach of this Agreement.

- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall 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 shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall 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.
- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the CITY Representatives 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 shall be promptly removed by CONSULTANT and shall not be re-assigned to perform any of the Work.
- 2.8 COMPLIANCE WITH LAWS: CONSULTANT shall 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 shall include without limitation compliance with all applicable Cal/OSHA requirements.

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Kosmont & Associates, Inc., dba Kosmont Companies: Real Estate Advisory Services – Development Agreement Negotiations
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- 2.9 **NON-DISCRIMINATION:** In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. **INDEPENDENT CONTRACTOR STATUS:** The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall 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 shall 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 shall procure and maintain the following insurance coverage, at its own expense:
- A. **Commercial General Liability Insurance:** CONSULTANT shall 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, property damage, operations, products and completed operations, and contractual liability.
 - B. **Automobile Liability Insurance:** CONSULTANT shall 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 shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) 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 shall 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

PROFESSIONAL SERVICES AGREEMENT

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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 one (1) year thereafter, CONSULTANT shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and shall be endorsed to include contractual liability.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall 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 shall 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 shall 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 Representatives are 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 shall 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 shall be in excess of CONSULTANT's insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall 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.
- 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 its shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory

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to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

- 3.7 FAILURE TO ADHERE TO INSURANCE PROVISIONS: In addition to any other remedies CITY may have under this Agreement or at law or in equity, if CONSULTANT fails to comply with any of the requirements set forth in this Article, CITY may, but shall not be obligated to: **(a)** Order CONSULTANT to stop any and all work under this Agreement or withhold any payment which becomes due to CONSULTANT hereunder, or both stop work and withhold any payment until CONSULTANT demonstrates compliance the requirements hereof; or **(b)** terminate this Agreement. CITY's exercise of any of the foregoing remedies shall be in addition to any other remedies CITY may have and is not the exclusive remedy for CONSULTANT's failure to comply with the insurance requirements set forth under this Article.
- 3.8 SUBCONTRACTORS INSURANCE COVERAGE: CONSULTANT shall include all persons and entities performing work on its behalf as insureds (including all contractors, subcontractors and consultants) or, in the alternative, shall furnish separate certificates of insurance and endorsements for each such persons or entities evidencing their independent procurement of insurance. All coverages for such persons or entities shall be identical to the requirements imposed upon CONSULTANT under this Article.
- 3.9 LIMITATION ON LIABILITY: CONSULTANT's procurement of insurance shall be construed as a limitation on CONSULTANT's liability.

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.

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- 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 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.
- 4.4 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 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 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 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 for a period not to exceed four (4) years, and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of five (5) calendar

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days prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONSULTANT shall 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 shall 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, shall 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") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B 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 shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONSULTANT shall cure the following Events of Defaults within the following time periods:
 - i. Within three (3) 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 3-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 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of

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Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-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 shall 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 shall include, but shall not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary or involuntary; (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 shall 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, shall 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

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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 shall 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 shall 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 shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to 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 shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

- G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy shall 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 shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 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 shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement, unless otherwise stated herein.

VI. MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall 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, drawings, designs, renderings, specifications, 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 shall require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall 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 shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall 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.

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

Kosmont & Associates, Inc.,
dba Kosmont Companies
1601 N. Sepulveda Blvd. #382
Manhattan Beach, CA 90266
Attn: Larry J. Kosmont,
Chairman & CEO
Phone: (424) 297-1070

CITY:

City of San Fernando
Community Development Department
117 Macneil Street
San Fernando, CA 91340
Attn: Director of Community Development
Phone: (818) 898-7316
Fax: (818) 898-7329

Such notices shall 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 shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 **SUBCONTRACTING:** CONSULTANT shall 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, shall 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

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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 shall 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, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall 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 shall 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 shall not be construed in favor of, or against, either Party but shall 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 shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall 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 shall be void and invalid.

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- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, 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 shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is 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 Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.
- 6.20 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the remaining two original counterparts shall be retained by CITY.

(SIGNATURE PAGE TO FOLLOW)

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

CITY OF SAN FERNANDO:**KOSMONT & ASSOCIATES, INC.,
DBA KOSMONT COMPANIES:**

By: _____
Nick Kimball, City Manager

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM

By: _____
Richard Padilla, Assistant City
Attorney

EXHIBIT "A"**SCOPE OF SERVICES****I. BACKGROUND AND OBJECTIVE**

Kosmont Companies ("Kosmont" or "Consultant") was originally retained in September 2018 by the City of San Fernando ("City" or "Client") to provide real estate advisory services, including the preparation of the Downtown San Fernando Economic Development and Asset Analysis ("Downtown Analysis"). The Downtown Analysis was presented to the San Fernando City Council in March 2019. In April 2019, the City contracted Kosmont to provide additional real estate advisory services, including one-on-one meetings with the City Council members and a community workshop. Parking Lot #3 ("Site") was identified as the opportunity site for a catalytic blended use development and Kosmont conducted a developer selection process by preparing and issuing a targeted Request for Qualifications/Proposals ("RFQ/P") to find the best development partner.

The RFQ/P, issued in December 2019, resulted in one qualified response from Azure Development, Inc. ("Developer"). Kosmont participated in City Council closed session meetings and provided guidance on an Exclusive Negotiating Agreement ("ENA") process between the City and Developer. The Developer proposed the redevelopment of the 1.44-acre parking lot Site as a high-quality blended use project with the following improvements: 6,000 square feet of specialty retail, public open space, 268 parking stalls for private and public use, a 4,500 square foot community room, and 59 for-sale townhomes ("Project"). On July 20, 2020, City Council approved and entered into the ENA with the Developer, which provides a 12-month term plus two 6-month extensions to negotiate a Development Agreement ("DA").

Kosmont proposed the following Scope of Services and Compensation to assist with continued real estate advisory services.

II. SCOPE OF SERVICES**Task 1: Project Due Diligence and Developer Negotiations**

Kosmont will assist the City with Project due diligence and Developer negotiations during the ENA period pursuant to the ENA milestones and timeline, and related to material to be provided by the Developer, as follows:

1. Review of preliminary development pro forma and financing plan. The financing plan will list public and private funding sources, including grants and subsidies required for development of the Project.
2. Review Project Development Schedule and Community Outreach Plan.

EXHIBIT "A"**SCOPE OF SERVICES**

3. Evaluation of due diligence, including certain reports such as market data/studies, as necessary.
4. Assessment of site plan and Project description.
5. Evaluation of updated pro forma and project development schedule based on Developer's revised site plans through Project shaping.
6. Examination of Developer's ability to obtain financing.
7. Assist with Development Agreement negotiations.
8. Participation in up to two (2) City Council meetings (in person or virtual) to provide Project and ENA updates.

Task 2: Community Workshops and Project Shaping

Kosmont, in coordination with Client and Developer, will participate in up to two (2) community workshops (in person or virtual) to provide citizens with Project updates and gather input for Project shaping.

Task 3: As Needed Advisory

Kosmont will provide as needed advisory services related to the Project, ENA, and/or Developer as directed by the City.

III. SCHEDULE AND REQUIRED DATA

Consultant is prepared to commence work upon receipt of executed Agreement. Kosmont anticipates the total scope of work to be completed during the term of the ENA, which provides a 12-month term, which commenced on August 10, 2020, plus two 6-month extensions.

IV. COMPENSATION

Task	Professional Services Fees
1) Project Due Diligence and Developer Negotiations	\$35,000
2) Community Workshops and Project Shaping	\$10,000
3) As Needed Advisory	\$ 5,000
Total – Professional Services (Hourly) Fees	\$50,000
Additional Meeting and Presentation Assistance	(Hourly)

Compensation for Tasks 1 through 3 is estimated at \$50,000 for professional services (hourly) fees at Consultant's billing rates as shown on Exhibit "B". Task budgets may be re-allocated between Tasks as deemed appropriate by Consultant in order to adequately provide services to City. Future increases in budget will require approval by Client in advance. Budget may be increased by Client request at any time. Services will be invoiced monthly at Consultant's standard billing rates, as shown on Exhibit "B." Any unpaid invoices after 30 days shall accrue interest at the rate of 10% per annum.

EXHIBIT "B"**APPROVED RATE SCHEDULE****Kosmont Companies 2020-2021 Public Agency Fee Schedule****Professional Services**

Chairman & CEO	\$375.00/hour
President	\$345.00/hour
Senior Vice President/Senior Advisor	\$305.00/hour
Vice President	\$210.00/hour
Senior Project Analyst	\$195.00/hour
Project Analyst/Project Research	\$165.00/hour
Assistant Project Analyst/Assistant Project Manager	\$125.00/hour
GIS Mapping/Graphics Service	\$ 95.00/hour
Clerical Support	\$ 60.00/hour

- **Additional Expenses**

In addition to professional services (labor fees):

- 1) An **administrative fee** for in-house copy, fax, phone and postage costs will be charged, which will be computed at four percent (4.0%) of monthly Kosmont Companies professional service fees incurred; **plus**
- 2) **Out-of-pocket expenditures**, such as travel and mileage, professional printing, and delivery charges for messenger and overnight packages will be charged at cost.
- 3) If Kosmont retains **Third Party Vendor(s)** for Client (with Client's advance approval), fees and cost will be billed to Client at 1.1X (times) fees and costs.
- 4) Consultant's **attendance or participation at any public meeting** requested by Client will be billed at the professional services (hourly) fees as shown on this Exhibit "B".

- **Charges for Court/Deposition/Expert Witness-Related Appearances**

Court-related (non-preparation) activities, such as court appearances, depositions, mediation, arbitration, dispute resolution and other expert witness activities, will be charged at a court rate of 1.5 times scheduled rates, with a 4-hour minimum.

Rates shall remain in effect until June 30, 2021.

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

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

Date: September 8, 2020

Subject: Receive a Presentation from the Los Angeles County Registrar-Recorder/County Clerk Regarding the Upcoming November 3, 2020 General Municipal Election and Provide Related Direction.

RECOMMENDATION:

It is recommended that the City Council:

- a. Receive and file a presentation from the Los Angeles County Registrar-Recorder/County Clerk regarding the upcoming November 3, 2020 General Municipal Election; and
- b. Provide staff direction, as appropriate.

BACKGROUND:

1. On July 6, 2020, the City Council adopted Resolution No. 8010 (Attachment "A") calling for, and giving notice of, the City of San Fernando's November 3, 2020 General Municipal Election and consolidating the election with the Los Angeles County Registrar-Recorder/County Clerk ("County") administered General Election.
2. On August 3, 2020, the City Council adopted an additional resolution, Resolution No. 8021 (Attachment "B"), approving the placement of a local sales tax ballot measure "**Keep Sales Tax Revenue Local**" Measure SF ("Measure SF") on the November 3, 2020 General Municipal Election and introducing an ordinance to levy said tax, if approved. Measure SF would increase the City's existing 1/2% (or half a penny) transactions and use tax rate, to a new rate of 3/4% (or three-quarters of a penny).
3. On August 6, 2020, the County requested the use of the Las Palmas and Recreation Park gymnasiums for use during the election period as Vote Centers.
4. On August 9, 2020, the County requested the use of the San Fernando City Parking Lot 6N for use as a Check-In-Center for Election Workers and Central Ballot Collection during the ballot period.

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5. On August 17, 2020, the City Council approved facility use agreements with the County for the use of Las Palmas Park, Recreation Park, and Parking Lot 6N.
6. On August 26, 2020, the City Manager approved the installation of two 24-hour Ballot Drop Boxes (Attachment "C") located at Pioneer Park and City Hall, per the County's request.

ANALYSIS:

Beginning with the November 3, 2020 General Election, all registered voters in the State of California will receive a Vote by Mail ("VBM") ballot to provide a safe and accessible voting option during the COVID-19 pandemic, pursuant to the State of California Executive Order N-64-20 (Attachment "D"). Registered voters will have the option of returning their ballot by mail using the provided pre-paid postage envelope, at any Vote by Mail Ballot Drop Box Location, or at any Vote Center in Los Angeles County. Vote by Mail ballots are scheduled to be mailed on October 5, 2020, 29 days prior to Election Day.

In addition to Vote by Mail, voters will have 11 consecutive days, including Election Day, to vote in-person at any participating Vote Center in the County of Los Angeles. While select Vote Centers will be available beginning Saturday, October 24, all other Vote Centers will be available for 5 consecutive days beginning Friday, October 30. Vote Centers will be open every day from 10:00 am to 7:00 pm during the early voting period. On Election Day Vote Centers will be open from 7:00 am to 8:00 pm.

The City has been working collaboratively with the County to provide Voters with the opportunity to vote in-person at a Vote Center or deposit their ballot in one of the 24-hour VBM Ballot boxes located at City Hall or Pioneer Park. Provided below is additional information for the upcoming election.

Track Your Ballot.

The California Secretary of State's "Where's My Ballot?" tracking tool is now available to voters in all 58 California counties. All California voters can receive automated notifications tracking the status of their Vote By Mail ("VBM") ballots, via email, text (SMS), or voice call, by signing up at <https://california.ballottrax.net/voter/>. Automated notifications will be provided when a voter's ballot has been mailed, received and counted by the County.

To promote the tool, the Secretary of State's office is sending emails about the new tool to all Californians who provided an email when they registered to vote. Additional promotional social media toolkit materials will be available shortly for City use.

Vote Centers.

The County is anticipating providing 75 Vote Center locations that will be open for 10 days prior to Election Day and 725 Vote Centers open for five days prior to Election Day. Due to the COVID-

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19 pandemic, the County is required to use facilities that are at least 2,200 square feet for Vote Centers (Attachment “E”) to enforce proper social distancing measures and abide by other public health guidelines.

All participating Vote Centers must implement the following State and County Public Health and Safety Guidelines (Attachment “F”):

- Voters must wear facial coverings and gloves (coverings and gloves will be made available if needed).
- All surfaces and Ballot Marking Devices must be wiped and sanitized each vote.
- All voters must maintain practice 6 foot social distancing.
- Election Workers must wear protective gloves and masks.

Election (Volunteer) Workers.

There are two different types of paid Election Workers: Inspectors and Clerks.¹ While Inspectors serve as supervisors for the polling locations, Clerks assist with a variety of conventional tasks. Polling place locations typically staff four to six Election Workers on Election Day.

Below are the minimum qualifications to become an election worker in Los Angeles County:

- Must be 18 years of age or older.
- A resident of California.
- A United States citizen registered to vote or a legal permanent resident.

Election Workers must be available between the hours of 6:00 am and 9:00 pm for poll center set-up, to provide voter assistance, and for poll closing procedures.

Check-In Center.

Per the County’s request, City Council approved an agreement to use five parking spaces in Parking Lot 6N as a Check-In Center to serve as a central location for ballot collection from local Vote Centers. From the Check-In Center at Lot 6N, sealed ballot boxes are securely transported by Los Angeles County Sheriff deputies for delivery to the Los Angeles County Registrar-Recorder/County Clerk’s headquarters in the City of Norwalk. The boxes are protected with tamper-evident seals and have serialized zip-tie seals that are used to securely close and track the box. The Check-In Center located at Parking Lot 6N will be utilized from October 24, 2020, through November 2, 2020, from approximately 4:00 pm to 10:00 pm, and on Election Day, November 3, 2020 from approximately 6:00 pm to 12:00 am.

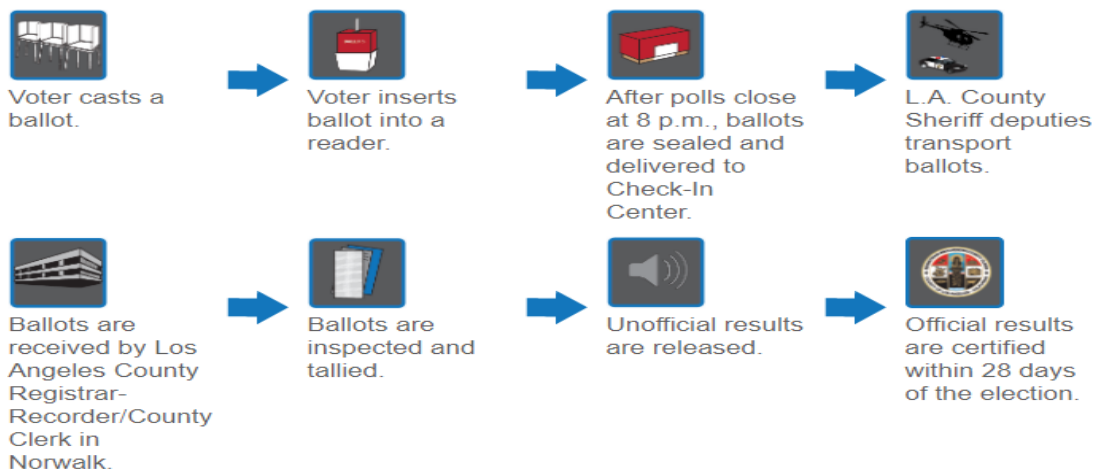
¹ The Election Worker Application and FAQ are included as Attachment “G.” Persons interested in becoming an Election Worker may mail a completed application to the County Registrar/Recorder or call (800) 815-2666, option 7.

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Below is a flow chart illustration:

Ballot Flow Chart



“More” Button.

The County implemented changes in the previous March 2020 Elections and introduced Voting Solutions for All People (“VSAP”). The change included a new method of casting votes on a ballot through an interactive Ballot Marking Device (“BMD”) software program. Device concerns were addressed by the RR/CC, due to software design flaws which included the “MORE” button. The “MORE” button required voters to work through a confusing touch screen process to view all potential candidates running in a specific contest, which enhanced the adverse impact of the positional preference on the fairness of the electoral process. The County consulted with its development team and design/usability experts to make refinements and modifications to the voting software, particularly related to the “MORE” button. These modifications included:

1. Addition of a pulsating yellow ring to highlight the “MORE” button; and
2. Addition of a gradient effect to visibly indicate that there are additional choices for a particular contest.

The County will also be promoting the use of the “MORE” Button through its voter education and outreach plans. The topic will be highlighted in the Official Sample Ballot, video tutorials, and informational displays and handouts at Vote Centers. Additionally, Election Workers will be trained on the issue to assist voters, if needed, and will proactively tell voters about the “MORE” button at the Vote Centers.

BUDGET IMPACT:

Funding for the November 3, 2020, General Municipal Election is included in the City’s Fiscal Year 2020-2021 Budget. The Los Angeles County Registrar-Recorder will cover all associated costs

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associated with setting up the Check-In Center located at Parking Lot 6N, and at both of the designated Vote Centers.

CONCLUSION:

Staff recommends that the City Council receive and file the presentation (Attachment "H") and staff updates regarding the 2020 General Municipal Election and provide direction, as appropriate.

ATTACHMENTS:

- A. Resolution No. 8010
- B. Resolution No. 8021
- C. 24 hour Ballot Drop Boxes
- D. State of California Executive Order N-64-20
- E. Vote Center Requirements
- F. State and County Public Health and Safety Guidelines
- G. Election Worker Application and FAQ
- H. RR/CC Elections Presentation

ATTACHMENT "A"**RESOLUTION NO. 8010**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA (1) CALLING AND GIVING NOTICE OF THE GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2020, FOR THE ELECTION OF THREE CITY COUNCILMEMBERS; (2) REQUESTING CONSOLIDATION OF SUCH ELECTION WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE SAME DAY; (3) REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO ISSUE INSTRUCTIONS TO THE REGISTRAR-RECORDER/COUNTY CLERK TO TAKE ANY AND ALL STEPS NECESSARY FOR THE HOLDING OF THE CONSOLIDATED ELECTION; AND (4) ADOPTING REGULATIONS PERTAINING TO CANDIDATE STATEMENTS

WHEREAS, under the provision of the laws relating to General Law cities in the State of California, a General Municipal Election of the City of San Fernando (the "City") shall be conducted on Tuesday, November 3, 2020, for the purpose of electing two (2) members of the City Council for the full term of four years; and one member of the City Council for the remaining two year term of a four year term due to a mid-term council vacancy that occurred in September 2019; and

WHEREAS, it is desirable that said election be consolidated with the County-administered General Election to be held on the same date and that within the City the precincts, polling places, and election officers of the two elections be the same, and that the Registrar-Recorder/County Clerk of the County of Los Angeles ("County Registrar") canvass the returns of the City's General Municipal Election and that it be held in all respects as if it were part and parcel of the County-administered General Election; and

WHEREAS, it is necessary to secure the consent and order of the Board of Supervisors of the County of Los Angeles (the "Board of Supervisors") to effectuate such consolidation; and

WHEREAS, the City shall compensate the County Registrar for all necessary expenses incurred by the County in performing election services for the City; and

WHEREAS, the City Council approves the printing of the information for said election in the foreign languages requiring translation pursuant to the Voting Rights Act of 1965; and

WHEREAS, Elections Code Section 13307 provides that the City may adopt regulations pertaining to the recovery of certain costs associated with the printing, handling, translation, and mailing of candidate statements as filed with the elections officer; and

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

SECTION 1. The recitals above and findings therein are true and correct and incorporated into the body of this Resolution by this reference.

SECTION 2. That pursuant to the requirements of the laws of the State of California relating to General Law cities, the City Council hereby orders and calls a General Municipal Election to be held in the City of San Fernando, California on Tuesday, November 3, 2020, to be consolidated with the County-administered General Election to be held on the same day for the purpose of electing two (2) members of the City Council for the full term of four years; and one member of the City Council for the remaining two year term which is the unexpired balance of the four year term of the Council seat vacated by former Councilman Antonio Lopez in September of 2019.

SECTION 3. Pursuant to the requirements of Section 10403 of the Elections Code, it is respectfully requested that the Board of Supervisors consent and agree to the consolidation of the City's General Municipal Election on Tuesday, November 3, 2020 with the County-administered election to be held on the same date.

SECTION 4. In connection with the County Registrar's administration of the City's November 3, 2020 General Municipal Election, the City further requests that the County Registrar be authorized and directed to: (a) review and verify vote by mail applications and signatures; (b) conduct registered voter verifications (including signature verifications) associated with the processing of any proposed General Municipal Election ballot measure; (c) provide the City with the appropriate election precinct data, to the extent required; (d) make available to the City such election facilities, ballot casting equipment and assistance as may be necessary to conduct the election in compliance with state law and the Board of Supervisor's approval; (e) canvass the election returns; (f) print and supply ballots for the election; (g) mail the City's sample ballots, including ballot measure question, arguments, rebuttals and impartial analysis; and (h) administer the City's General Municipal Election in all respects as if it were part and parcel of any other County Registrar administered election, implementing all such legally required or customarily employed measures and practices as may be necessary to conduct the election in a timely and legally compliant manner.

SECTION 5. The City shall reimburse the County Registrar for any costs associated with the administration of said election upon presentation to the City of a properly approved bill.

SECTION 6. Pursuant to Section 13307 of the Elections Code, each candidate for elective office to be voted for at the City's November 3, 2020, General Municipal Election may prepare a candidate statement on a form acceptable to the County Registrar, as applicable, and made available through the City Clerk.

SECTION 7. Pursuant to Section 13307(a)(1) of the Elections Code candidate statements may include the following:

- (A) The name, age, and occupation of the candidate; and

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- (B) A brief description of no more than 200 words of the candidate's education and qualifications as expressed by the candidate himself or herself.

SECTION 8. Pursuant to Elections Code Section 13307(a)(1), candidate statements **shall not** include the following:

- (A) The party affiliation of the candidate; or
- (B) References to membership or activity in partisan political organizations.

SECTION 9. All prospective candidates should be aware of the holding in *Dean v. Superior Court* (1998) 62 Cal.App.4th 638, which holds that a statement prepared by a candidate for inclusion in the voters' pamphlet **may not** include comments or statements concerning the qualifications (or alleged lack of qualifications) of one's opponents. Candidates, in an abundance of caution, should avoid making any reference to opponents in their candidate statements. Candidates should seek the advice of private legal counsel if unsure as to whether their candidate statement does or does not comply with applicable law before filing.

SECTION 10. The candidate statement shall be filed in typewritten form at the Office of the City Clerk at the time the candidate's nomination papers are filed. The candidate statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:00 p.m. of the next working day after the close of the nomination period.

SECTION 11. Subject to any logistical constraints imposed by the County Registrar by virtue of consolidation, the City Clerk shall have translated (from the English to relevant foreign languages authorized under the Voting Rights Act of 1965) and printed in the voters' pamphlet only the candidate statements of those candidates who request such translation and printing at the time of filing of the candidate statements.

SECTION 12. No candidate for any elected office of the City shall be permitted to include additional materials in the voters' pamphlet and sample ballot package.

SECTION 13. Each candidate for any of the offices to be elected at the General Municipal Election to be conducted on November 3, 2020, who files a candidate statement shall, as a condition of having his or her candidate statement included in the voters' pamphlet, concurrently deposit with the City Clerk an amount, as reasonably estimated by the City Clerk, to pay in advance his or her estimated *pro rata* share of the actual costs of printing and handling such candidate statements incurred by the City and/or the County Registrar as a result of providing such service at the time of filing such statement with the City Clerk. In the event that the amount paid as a deposit by a candidate includes overpayment of actual costs incurred by the City and/or the County Registrar, the City Clerk shall prorate the excess amount among the candidates and refund the excess amount paid within thirty (30) days following the date of the election.

SECTION 14. The City Clerk shall provide each candidate or candidate's representative a copy of this Resolution at the time nominating petitions are issued.

SECTION 15. The ballots to be used at the election shall be in form and content as required by law.

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SECTION 16. The City Clerk is authorized, instructed and directed to coordinate with the County Registrar to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

SECTION 17. The polls for the election shall be open at seven o'clock a.m. of the day of the election and shall remain open continuously from that time until eight o'clock p.m. of the same day when the polls shall be closed, pursuant to Elections Code Section 10242, except as provided in Section 14401 of the Elections Code.

SECTION 18. In all particulars not recited in this Resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 19. In the event of a tie vote (if any two or more persons receive an equal and the highest number of votes for an office) as certified by the County Registrar, the City Council, in accordance with Elections Code Section 15651(a), shall set a date and time and place and summon the candidates who have received the tie votes to appear and will determine the tie by lot (i.e., coin toss, draw straws, drawing of names).

SECTION 20. The City Clerk shall forward without delay, a copy of this Resolution to the appropriate public agency which shall be assisting the City with the conduct of its General Municipal Election.

SECTION 21. 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 6th day of July, 2020.

Joel Fajardo

Joel Fajardo, Mayor

ATTEST:

Julia Fritz
Julia Fritz, City Clerk

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CERTIFICATION

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

I, July 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. 8010 which was approved and adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 6th day of July, 2020 by the following vote of the City Council:

AYES: Fajardo, Pacheco, Ballin, Gonzales, Mendoza – 5

NAYS: None

ABSENT: None

ABSTAINED: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Fernando, California, this 8th day of July 2020.


Julia Fritz, City Clerk

RESOLUTION NO. 8021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA (1) CALLING AND GIVING NOTICE OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2020, FOR THE SUBMISSION TO THE QUALIFIED VOTERS OF THE CITY OF SAN FERNANDO OF A PROPOSED ORDINANCE INCREASING THE CITY'S EXISTING GENERAL PURPOSE HALF-CENT TRANSACTIONS (SALES) AND USE TAX BY AN ADDITIONAL QUARTER-PERCENT (1/4%); (2) REQUESTING CONSOLIDATION OF SUCH ELECTION WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE SAME DAY; (3) REQUESTING FULL ELECTION SERVICES FROM THE REGISTRAR-RECORDER/COUNTY CLERK FOR THE COUNTY OF LOS ANGELES TO CONDUCT SAID GENERAL MUNICIPAL ELECTION; AND (4) SETTING RULES AND DEADLINES FOR ARGUMENTS AND REBUTTALS FOR AND AGAINST THE ORDINANCE

WHEREAS, pursuant to Revenue and Taxation Code Section 7285.9 et seq., the City of San Fernando ("City") has the authority to collect a local transactions and use tax and to increase that transactions and use tax; and

WHEREAS, pursuant to Elections Code Section 9222, the San Fernando City Council ("City Council") has the authority to submit to the voters measures to be considered at a municipal election; and

WHEREAS, pursuant to Article V (Transactions and Use Tax) of Chapter 82 (Taxation) of the San Fernando Municipal Code, the City currently levies a half-cent (\$0.005) or half-percent (1/2%) transactions and use tax, the proceeds of which are deposited into the general fund to pay for essential City services such as police and fire service; and street, sidewalk, park and other vital infrastructure maintenance; and

WHEREAS, the City Council now desires to submit to the voters an ordinance increasing the City's existing half-cent transactions and use tax by an additional quarter-percent (1/4%) such that the rate of the City's transactions and use tax would become Three-Quarters of One Percent (3/4%) ("Ordinance"); and

WHEREAS, on November 6, 1996, the voters of the State of California approved Proposition 218 (California Constitution, Article XIII C, Section 2(b)), an amendment to the State Constitution which requires that all general taxes which are imposed, extended or increased must be submitted to the electorate and approved by a majority vote of the qualified electors voting in the election; and

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WHEREAS, the proposed Ordinance increasing the City's existing half-cent transactions and use tax by an additional quarter-percent (1/4%) is subject to Proposition 218; and

WHEREAS, the City Council also requests that the Los Angeles County Registrar-Recorder/County Clerk provide full election services to the City in order to conduct the General Municipal Election for the Ordinance described herein to be held on November 3, 2020; and

WHEREAS, the City Council also desires to establish deadlines and rules for the submission of written arguments and rebuttals for and against the Ordinance in accordance with applicable California Elections Code procedures; and

WHEREAS, the text of the Ordinance to be submitted to the voters is attached hereto as Exhibit "A," and incorporated herein by reference; and

WHEREAS, the election contest for the ballot measure contemplated under this Resolution shall be in addition to the election contests referenced by the City Council in prior Resolution No. 8010 approved July 6, 2020 which called the November 3, 2020 General Municipal Election for the election of various members to the City Council and for said election to be consolidated with the County-administered General Election of the same date; and

WHEREAS, pursuant to Revenue & Taxation Code Section 7285.9, the Ordinance proposing the transactions and use tax increase must be approved by 2/3 vote of all members of the City Council and the underlying tax increase is approved by a majority of votes cast at the City's General Municipal Election of November 3, 2020, which is to be consolidated with the County-administered General Election of the same date.

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

SECTION 1. Recitals. The City Council hereby finds and determines that the foregoing recitals are true and correct, are incorporated herein and by this reference made an operative part thereof.

SECTION 2. Submission of Ballot Measure. The City Council, pursuant to Elections Code Section 9222 hereby orders the Ordinance attached hereto as Exhibit "A" to be submitted to the qualified voters of the City at the General Municipal Election to be held on Tuesday, November 3, 2020, which is to be consolidated with the County-administered General Election of the same date. The proposed Ordinance shall be in the form attached hereto as Exhibit "A" to this Resolution and is incorporated by this reference as if fully set forth herein.

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SECTION 3. Ballot Measure. The City Council does hereby order that the Ordinance shall be presented and printed upon the ballot submitted to the qualified voters in the manner and form set forth herein. On the ballot to be submitted to the qualified voters at the General Municipal Election to be held on Tuesday, November 3, 2020, which is to be consolidated with the County-administered General Election of the same date, in addition to any other matters required by law, there shall be printed substantially the following:

<p>Keep Sales Tax Revenues Local</p> <p>To ensure that the maximum amount of sales tax revenues generated in San Fernando remain in San Fernando, and to increase funding for street and sidewalk improvements; public infrastructure; local business reinvestment; public Wi-Fi; long-term debt reduction; wages and other general municipal purposes, shall the existing transactions and use tax rate be increased from the current rate of 1/2% to a new rate of 3/4% to raise approximately \$1,100,000 annually?</p>	<input type="checkbox"/> YES
	<input type="checkbox"/> NO

The City Council further requests that the City be granted the letter designation "SF" such that the Measure may be identified on the ballot as "Measure SF". If the letter designation "SF" is unavailable, it is requested that the following alternative letter designations be given in order of preference: "Y" and "AA".

SECTION 4. Election Procedures.

- A. The ballots to be used at the election shall be in form and content as required by law.
- B. Pursuant to the requirements of Section 10403 of the Elections Code, the Board of Supervisors of the County of Los Angeles is hereby requested to consent and agree to the consolidation of the City of San Fernando's General Municipal Election for the Ordinance described herein, with the County-administered Statewide General Election of November 3, 2020.
- C. In accordance with Section 10002 of the Elections Code, the Board of Supervisors of the County of Los Angeles is hereby requested to consent to having the County of Los Angeles Registrar of Voters render full election services to the City of San Fernando as may be requested by the City Clerk of said City, the County of Los Angeles to be reimbursed in full for such services as are performed.
- D. The full election services which the City of San Fernando requests the Registrar of Voters, or such other official as may be appropriate, to perform and which such officer is hereby authorized and directed to perform, if said Board of Supervisors consents, include: the preparation, printing and mailing of sample ballots and polling place cards; the establishment or appointment of precincts, polling places, and

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election officers, the preparation, printing, mailing and furnishing of vote-by-mail ballots, making such publications as are required by law in connection therewith; the furnishing of ballots, voting booths and other necessary supplies or materials for polling places; the canvassing of the returns of the election and the furnishing of the results of such canvassing to the City Clerk of the City of San Fernando; and the performance of such other election services as may be requested by the City Clerk.

- E. The City Clerk is authorized, instructed and directed to coordinate with the County of Los Angeles Registrar of Voters to procure and furnish any and all ballots, notices, printed matter and supplies, services, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.
- F. The polls for the election shall be open at 7:00 a.m. of the day of the election and shall remain open continuously from that time until 8:00 p.m. of the same day when the polls shall be closed, pursuant to Elections Code Section 10242, except as provided in Elections Code Section 14401.
- G. In all particulars not recited in this Resolution, the election shall be held and conducted as provided by law for the holding of municipal elections in the City.
- H. Notice of the time, place, and holding of the election is given and the City Clerk is authorized, instructed, and directed to give further or additional notice of the election, in time, form, and manner as required by law.
- I. All ballots shall be tallied at a central counting place and not at the precincts. Said central counting place shall be at a County center as designated by the Registrar of Voters.
- J. The County of Los Angeles Registrar of Voters Office is authorized to canvass the returns of the City of San Fernando General Municipal Election.
- K. The City Clerk shall receive the canvass from the County as it pertains to the election on the measure, and shall certify the results to the City Council, as required by law.
- L. The City of San Fernando General Municipal Election will be held and conducted in accordance with the provisions of law regulating the General Municipal Election, including without limitation, Elections Code Section 10418.

SECTION 5. Arguments and Impartial Analysis.

- A. The City Council authorizes (i) the City Council or any member(s) of the City Council, (ii) any individual voter eligible to vote on the above measure, (iii) a bona fide association of such citizens or (iv) any combination of voters and associations, to file a written argument in favor of or against the City measure, in accordance with Article 4, Chapter 3, Division 9 of the Elections Code of the State of California and may change the argument until and including August 14, 2020 by 5:00 p.m., after which no arguments for or against the measure may be submitted to the City Clerk.

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Arguments in favor of or against the measure shall each not exceed 300 words in length. Each argument shall be filed with the City Clerk, signed, and include the printed name(s) and signature(s) of the author(s) submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of its principal officers who is the author of the argument.

- B. The City Clerk shall comply with all provisions of law establishing priority of arguments for printing and distribution to the voters, and shall take all necessary actions to cause the selected arguments to be printed and distributed to the voters.
- C. Pursuant to Section 9280 of the Elections Code, the City Council directs the City Clerk to transmit a copy of the measure to the City Attorney. The City Attorney shall prepare an impartial analysis of the measure, not to exceed 500 words in length, showing the effect of the measure on the existing law and the operation of the measure. The City Attorney shall transmit such impartial analysis to the City Clerk, who shall cause the analysis to be published in the voter information guide along with the ballot measure as provided by law. The Impartial Analysis shall be filed by the deadline set for filing of primary arguments as set forth in subsection (A) above. The impartial analysis shall include a statement indicating whether the measure was placed on the ballot by a petition signed by the requisite number of voters or by the City Council. In the event the entire text of the measure is not printed on the ballot, nor in the voter information portion of the sample ballot, there shall be printed immediately below the impartial analysis, in no less than 10-font bold type, the following: "The above statement is an impartial analysis of Ordinance or Measure. If you desire a copy of the ordinance or measure, please call the election official's office at (insert phone number) and a copy will be mailed at no cost to you."
- D. That the provisions of this Section 6 herein shall apply only to the election to be held on November 3, 2020, and shall then be repealed.

SECTION 6. Rebuttals.

- A. Pursuant to Section 9285 of the Elections Code of the State of California, when the Clerk has selected the arguments for and against the various City initiated measures which will be printed and distributed to the voters, the Clerk shall send copies of the argument in favor of the measures to the authors of the argument against, and copies of the argument against to the authors of the argument in favor.
The authors or persons designated by them may prepare and submit rebuttal arguments not exceeding 250 words. The rebuttal arguments shall be filed with the City Clerk not later than August 24, 2020 by 5:00 p.m. Rebuttal arguments shall be printed in the same manner as the direct arguments. Each rebuttal argument shall immediately follow the direct argument which it seeks to rebut.
- B. That the provisions of this Section 6 herein shall apply only to the election to be held on November 3, 2020.

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SECTION 7. Placement on the Ballot. The full text of the Ordinance shall not be printed in the voter information guide, and a statement shall be printed in the ballot pursuant to Section 9223 of the Elections Code advising voters that they may obtain a copy of this ordinance/measure at no cost, upon request made to the City Clerk.

SECTION 8. Delivery of Resolution to County. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions. The City Council directs the City Clerk to deliver copies of this Resolution, including the Ordinance measure attached hereto as Exhibit "A," to the Clerk of the Board of Supervisors of Los Angeles County and to the Registrar of Voters of Los Angeles County.

SECTION 9. Public Examination. Pursuant to Elections Code Section 9295, this measure will be available for public examination for no fewer than ten (10) calendar days prior to being submitted for printing in the voter information guide. The Clerk shall post notice in the Clerk's office of the specific dates that the examination period will run.

SECTION 10. CEQA. The City Council hereby finds and determines that the ballot measure relates to organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment, and therefore is not a project within the meaning of the California Environmental Quality Act ("CEQA") and the State CEQA Guidelines, section 15378(b)(5).

SECTION 11. Severability. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The City Council hereby declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion thereof.

SECTION 12. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED by the City Council of the City of San Fernando at its special meeting on this 3rd day of August, 2020.

Joel Fajardo

Joel Fajardo, Mayor

ATTEST:

Julia Fritz
Julia Fritz, City Clerk

APPROVED AS TO FORM:

Richard Padilla
Richard Padilla, City Attorney

RESO. NO. 8021

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. 8021 which was adopted by the City Council of the City of San Fernando, California, at a regular meeting thereof held on the 3rd day of August, 2020, by the following vote of the City Council:

AYES: Mendoza, Gonzales, Ballin, and Fajardo - 4

NAYS: Pacheco - 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 4th day of August, 2020.



Julia Fritz, City Clerk

**RESO. NO. 8021
EXHIBIT "A"****ORDINANCE NO. 1698****AN ORDINANCE OF THE PEOPLE OF THE CITY OF SAN FERNANDO, CALIFORNIA, INCREASING THE CITY'S EXISTING GENERAL PURPOSE HALF-PERCENT (1/2%) TRANSACTIONS AND USE TAX CODIFIED UNDER ARTICLE V (TRANSACTIONS AND USE TAX) OF CHAPTER 82 (TAXATION) OF THE SAN FERNANDO MUNICIPAL CODE TO A NEW INCREASED RATE OF THREE-QUARTERS OF ONE PERCENT (3/4%)**

WHEREAS, in accordance with California Constitution Article XIIC Section 2(b), the City Council of the City of San Fernando ("City") by unanimous vote of its membership called a General Municipal Election held on November 3, 2020 so that qualified voters could consider whether to approve an ordinance increasing the City's existing general purpose half-cent transactions and use tax by an additional quarter-percent such that the new tax rate would be three-quarters of one percent (3/4%); and

WHEREAS, the transactions and use tax measure was presented to the voters at the November 3, 2020 General Municipal Election at which the measure received a majority of the votes cast; and

WHEREAS, the City offers retiree medical benefits to employees hired by the City prior to July 1, 2015 and retiring from the City; and

WHEREAS, the City's reserves fell from \$7.1 million in 2006 to negative (\$5.7 million) in 2014; and

WHEREAS, in June 2015, the Government Accounting Standards Board issued Statement No. 75 (GASB 75), requiring governments providing postemployment benefits other than pensions (e.g., retiree health benefits) comprehensively measure the cost of those benefits and recognize long-term cost of those obligations as a liability; and

WHEREAS, pursuant to GASB 75, the City prepared an actuarial report measuring the cost of retiree medical benefits; and

WHEREAS, beginning with the fiscal year ending June 30, 2018, the City was required to report the total retiree medical liability on the Comprehensive Annual Financial Report (CAFR); and

WHEREAS, the total unfunded retiree medical benefit unfunded liability is \$42.8 million dollars; and

RESO NO. 8021

ORD. NO. 1698

WHEREAS, as of June 30, 2018, the net position of the governmental fund, which presents information on all of the City's assets, including capital assets, and all related current liabilities and long-term obligations, was negative (\$6,227,511), due primarily to the retiree medical liability. The current annual "pay-as-you-go" retiree health cost is approximately \$1 million per year, which is paid directly from the general fund; and

WHEREAS, annual "pay-as-you-go" costs are projected to increase to approximately \$3 million per year in 2044; and

WHEREAS, according to the most recent actuarial valuation, the City should be setting aside an additional \$2 million per year to fully fund future retiree health benefits; and

WHEREAS, the City does not currently have a revenue source to fund this obligation, which means that it will need to be funded using general fund revenues; and

WHEREAS, pursuant to Article V (Transactions and Use Tax) of Chapter 82 (Taxation) of the San Fernando Municipal Code, the City currently levies a half-cent (\$0.005) or half-percent (1/2%) transactions and use tax, the proceeds of which are deposited into the general fund and may be used for any governmental purpose; and

WHEREAS, pursuant to Revenue and Taxation Code Section 7285.9 et seq., the City has the authority to collect a local transactions and use tax and to increase that transactions and use tax; and

WHEREAS, pursuant to Revenue & Taxation Code Section 7285.9, this Ordinance was approved by at least a 2/3 vote of all members of the City Council and the underlying tax increase was approved by a majority of votes cast at the City's General Municipal Election of November 3, 2020 by a margin of _____% "Yes" and _____% "No".

NOW, THEREFORE, THE PEOPLE OF THE CITY OF SAN FERNANDO DO ORDAIN AS FOLLOWS:

SECTION 1. The foregoing Recitals are true and correct.

SECTION 2. All references to the terms "*state board of equalization*" or "*board of equalization*" as may be set forth under Article V (Transactions and Use Tax) of Chapter 82 (Taxation) of the San Fernando Municipal Code are hereby replaced with the term "*California Department of Tax and Fee Administration*" to reflect changes in State law.

SECTION 3. Section 82-123 (Transactions tax rate) of Article V (Transactions and Use Tax) of Chapter 82 (Taxation) of the San Fernando Municipal Code is hereby amended in its entirety to now state the following:

RESO NO. 8021

ORD. NO. 1698

Sec. 82-123. - Transactions tax rate.

For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the incorporated territory of the city at the rate of 0.75 percent of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in said territory on and after the operative date of this article.

SECTION 4. Section 82-125 (Use tax rate) of Article V (Transactions and Use Tax) of Chapter 82 (Taxation) of the San Fernando Municipal is hereby amended in its entirety to now state the following:

SECTION 5.***Sec. 82-125. - Use tax rate.***

An excise tax is hereby imposed on the storage, use or other consumption in the city of tangible personal property purchased from any retailer on and after the operative date of this article for storage, use or other consumption in said territory at the rate of 0.75 percent of the sales price of the property. The sales price shall include delivery charges when such charges are subject to state sales or use tax regardless of the place to which delivery is made.

SECTION 6. Section 82-127 (Limitations on adoption of state law and collection of use of taxes) is hereby amended in its entirety to now state the following:

Sec. 82-127. - Limitations on adoption of state law and collection of use taxes.

In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

(1) Wherever the State of California is named or referred to as the taxing agency, the name of this City shall be substituted therefor. However, the substitution shall not be made when:

a. The word "State" is used as a part of the title of the State Controller, State Treasurer, State Treasury, or the Constitution of the State of California;

b. The result of that substitution would require action to be taken by or against this City or any agency, officer, or employee thereof rather than by or against the California Department of Tax and Fee Administration, in performing the functions incident to the administration or operation of this Ordinance.

c. In those sections, including, but not necessarily limited to sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:

RESO NO. 8021

ORD. NO. 1698

1. Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption remain subject to tax by the State under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code, or;

2. Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the state under the said provision of that code.

d. In Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code.

(2) The word "City" shall be substituted for the word "State" in the phrase "retailer engaged in business in this State" in Section 6203 and in the definition of that phrase in Section 6203.

a. "A retailer engaged in business in the District" shall also include any retailer that, in the preceding calendar year or the current calendar year, has total combined sales of tangible personal property in this state or for delivery in the State by the retailer and all persons related to the retailer that exceeds five hundred thousand dollars (\$500,000). For purposes of this section, a person is related to another person if both persons are related to each other pursuant to Section 267(b) of Title 26 of the United States Code and the regulations thereunder.

SECTION 7. The City Council is authorized to make subsequent amendments to the text of Article V (Transactions and Use Tax) of Chapter 82 (Taxation) of the San Fernando Municipal Code to reflect changes in terminology or definitions that may be established by the California Department of Tax and Fee Administration for purposes of administering and collecting the tax contemplated under this Ordinance or other amendments to State law, provided that no such amendments shall operate to increase the rate of the tax rate established under this Ordinance without first obtaining approval of San Fernando voters at a municipal election.

SECTION 8. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

RESO NO. 8021

ORD. NO. 1698

SECTION 9. CEQA. This Ordinance and the contemplated increase of the transactions and use tax referenced herein is not a “project” within the meaning of the California Environmental Quality Action codified at 21000 et seq. of the California Public Resources Code (“CEQA”) because it will not result in a direct or reasonably foreseeable indirect physical change in the environment nor does it involve any commitment to any specific project which may result in a potentially significant physical impact on the environment.

SECTION 10. Effective Date. This Ordinance shall become effective immediately upon the following conditions: (i) approval of the ballot measure for the approval of this Ordinance by a majority of the voters casting votes at the General Municipal Election; (ii) certification of all votes cast by the City Council confirming that a majority of voters have approved this Ordinance; and (iii) confirmation and approval of this Ordinance by the City Council upon certification of the election results.

SECTION 11. Execution. The Mayor shall sign this Ordinance and the City Clerk shall attest and certify to the approval thereof and cause same to be published at least once in a weekly newspaper of general circulation, published in the City of San Fernando, which newspaper is hereby designated for that purpose (Government Code Section 40806). This Ordinance shall only be in effect following the approval of a majority of the voters at an election on November 3, 2020, as certified by the election official.

PASSED, APPROVED, AND ADOPTED this ____ day of _____ 20 ____.

Joel Fajardo, Mayor

ATTEST:

Julia Fritz, City Clerk

APPROVED AS TO FORM:

Richard Padilla, City Attorney



Los Angeles County Registrar-Recorder/County Clerk

DEAN C. LOGAN
Registrar-Recorder/County Clerk

ATTACHMENT XVI VOTE CENTER FACILITY DROP BOX USE AGREEMENT (PUBLIC)

Agreement and authorization is granted by _____ City of San Fernando ('Host') and the Los Angeles County Registrar-Recorder/County Clerk ('RR/CC') for the use of the designated facility space specified below:

San Fernando City Hall

117 Macneil St., San Fernando, CA 91340

For and in consideration of the following conditions, both parties hereby agree as follows:

Term: This Agreement is entered into this 24 day of August, 2020 upon the execution hereof by the Parties and shall expire five (5) years thereafter (Initial Term), unless sooner terminated or extended, in whole or in part, as provided in this agreement. Upon expiration of the initial term, and upon mutual agreement executed by the RR/CC and Host, parties may renew this Agreement for an additional ___-year period ("Extended Term").

Use of the Facility: Upon receiving notice from RR/CC no later than 45 days prior to an Election or no later than 45 days prior to an odd-year or special, unscheduled election, Host permits access to the agreed upon designated space/drop box location as stated in the 24-Hour Drop Box Plan (Attachment A).

Facility Requirements:

Host permits access to the agreed upon designated space for the installation of the 24-Hour Drop Box as depicted in the Designated Space Schematic (Attachment B).

Host will ensure access to the designated space and the 24-Hour Drop Box to the public.

Host will permit access to RR/CC staff and vehicles to take all actions necessary to install, uninstall and/or modify drop box, open/close drop box, retrieve ballots, perform maintenance, and comply with applicable laws and regulations governing drop boxes.

In the event there is an issue related to the drop box, host will contact RR/CC at the contacts listed in the 24-Hour Drop Box Plan to report the issue.

RR/CC will be responsible for all costs associated with the purchase and installation of the 24-Hour Drop Box. The 24-Hour Drop Box will be removed following the completion of the initial term of this agreement, at the completion of the extended term, as otherwise provided herein or as mutually agreed upon in writing by the parties. RR/CC will be responsible for all costs associated with the removal of the 24-Hour Drop Box. Upon removal, the RR/CC will return the designated space to the condition it was in at the time of installation, or as close as possible to the condition it was in at the time of installation.

Parking Requirements: Host agrees to provide sufficient parking, including accessible spaces, and a waiver of any parking fees for RR/CC staff and voters where possible.

Public Voting Period: Host agrees to provide RR/CC staff access to the designated space twenty-four (24) hours a day beginning thirty-one (31) days before an election.

Promotions and Political Material: Host agrees to remove any political campaign signage or literature and not engage in audible dissemination of electioneering information within 100 feet of the designated space and not conduct any promotional activity tied to the public voting period without prior authorization from RR/CC.

Termination of the Agreement: Except for the occurrence of a natural disaster causing damage or otherwise adversely affecting the designated space/drop off location, or unforeseen building/structural damage to the designated space/drop off location, which shall be solely determined by the RR/CC, Host shall not cancel or change the location and this Agreement shall remain in effect, with all conditions set forth. RR/CC may at any time and without reason, revoke its request to use the designated facility space/drop box location. In the event any provision of this Agreement contradicts County of Los Angeles Board policies or any applicable laws, rules, and regulations, RR/CC may terminate this Agreement, effective immediately upon written notice.

Amendment of the Agreement: No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties. This Agreement may be modified or amended only upon the mutual written consent of both the Host and the RR/CC. Any amendment shall become effective upon the mutual written consent of both the Host and the RR/CC.

Certificate of Self-Insurance: RR/CC will provide a certificate of self-insurance.

Indemnity Agreement: Agency shall indemnify, defend and hold harmless County, its trustees, elected and appointed officers, agents, employees, and volunteers from and against any and all liability, including, but not limited to, claims for injury or damages, demands, actions, fees, loss, costs and expenses (including reasonable attorney and expert witness fees) arising out of or incurred in connection with the performance of this agreement, but only in proportion to and to the extent such liability, loss, demands, actions, fees, costs and expenses are caused by or result from the negligent or intentional acts or omissions of the Agency, its trustees, officers, agents, employees, or volunteers.

County shall indemnify, defend and hold harmless Agency, its trustees, officers, agents, employees, and volunteers from and against any and all liability, including, but not limited to, claims for injury or damages, demands, actions, fees, loss, costs and expenses (including reasonable attorney and expert witness fees) arising out of or incurred in connection with the performance of this agreement, but only in proportion to and to the extent such liability, loss, demands, actions, fees, costs and expenses are caused by or result from the negligent or intentional acts or omissions of the County, its trustees, officers, agents, employees, or volunteers.

Electronic Signatures: The Host and RR/CC agree to facsimile and electronic scanned versions of original signatures of authorized signatures of each party have the same force and effect as original signatures such that the parties need not follow up facsimile or electronic transmissions of executed documents with original wet-signature versions.

THE ABOVE SITE INDEMNITY AGREEMENT APPLIES TO ONLY ELECTIONS CONDUCTED BY LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK

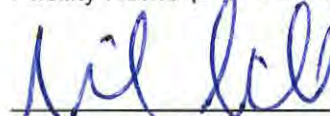
IN WITNESS WHEREOF, and executed as the date first above written above, the Parties to this agreement do hereby agree and consent to all terms and conditions provided herein.

Los Angeles County
Registrar-Recorder/County Clerk

Signature & Date

Printed Name and Title

Facility Name (San Fernando City Hall)



Signature & Date

Nick Kimball, City Manager

Printed Name and Title



Los Angeles County Registrar-Recorder/County Clerk

DEAN C. LOGAN
Registrar-Recorder/County Clerk

24-HOUR DROP BOX PLAN November 3, 2020 Primary Election

The following constitutes the mutually agreed upon 24-Hour Drop Box Plan for the
November 3, 2020 Primary Election by City of San Fernando ('Host') and the
Los Angeles County Registrar-Recorder/County Clerk ('RR/CC') for the use of the facility space
specified below:

San Fernando City Hall

117 Macneil St., San Fernando, CA 91340

Contact List – Host

Primary Contact Name	Julia Fritz	Phone #	818-898-1204
Email Address	cityclerk@sfcity.org	Alternate Phone #	
Secondary Contact Name	Cynthia Alba	Phone #	818-898-7318
Email Address	calba@sfcity.org	Alternate Phone #	
After Hours Emergency Contact Name	Julia Fritz	Phone #	818-425-3938
Email Address		Alternate Phone #	

Contact List – RR/CC

Primary Contact Name	Adrian Avelar or Laura Herrera	Phone #	562-462-2835
Email Address	VBMDropOff@rrcc.lacounty.gov	Alternate Phone #	562-345-8372
After Hours Emergency Contact Name		Phone #	
Email Address		Alternate Phone #	

Access Schedule

Host has agreed to grant access to the public and RR/CC to the designated space and drop box for the following dates:

Start Date	End Date
October 5, 2020	November 3, 2020

During the above period, the public and RR/CC shall have access to the designated space twenty-fours (24) a day for the entirety of the voting period.

Designated Space, Parking, and Public Access

RR/CC agrees to make best efforts to limit signage and vehicle traffic to the mutually agreed upon areas depicted in Attachment 'B'.

Additional Access Considerations

Please specify any additional considerations necessary in providing RR/CC access to the designated space (Alarm Codes, Gate keys, Access Badges, Parking Passes, etc.):

Designated Space Schematic (Attachment B)

Box shall be installed in the space marked below. In the event an alternative location is identified and agreed upon by both parties, this agreement can be amended with a revised Attachment B.







Los Angeles County Registrar-Recorder/County Clerk

DEAN C. LOGAN
Registrar-Recorder/County Clerk

ATTACHMENT XVI VOTE CENTER FACILITY DROP BOX USE AGREEMENT (PUBLIC)

Agreement and authorization is granted by _____ City of San Fernando ('Host') and the Los Angeles County Registrar-Recorder/County Clerk ('RR/CC') for the use of the designated facility space specified below:

Pioneer Park

828 Harding Ave, San Fernando, CA 91340

For and in consideration of the following conditions, both parties hereby agree as follows:

Term: This Agreement is entered into this 25 day of August, 2020 upon the execution hereof by the Parties and shall expire five (5) years thereafter (Initial Term), unless sooner terminated or extended, in whole or in part, as provided in this agreement. Upon expiration of the initial term, and upon mutual agreement executed by the RR/CC and Host, parties may renew this Agreement for an additional ___-year period ("Extended Term").

Use of the Facility: Upon receiving notice from RR/CC no later than 45 days prior to an Election or no later than 45 days prior to an odd-year or special, unscheduled election, Host permits access to the agreed upon designated space/drop box location as stated in the 24-Hour Drop Box Plan (Attachment A).

Facility Requirements:

Host permits access to the agreed upon designated space for the installation of the 24-Hour Drop Box as depicted in the Designated Space Schematic (Attachment B).

Host will ensure access to the designated space and the 24-Hour Drop Box to the public.

Host will permit access to RR/CC staff and vehicles to take all actions necessary to install, uninstall and/or modify drop box, open/close drop box, retrieve ballots, perform maintenance, and comply with applicable laws and regulations governing drop boxes.

In the event there is an issue related to the drop box, host will contact RR/CC at the contacts listed in the 24-Hour Drop Box Plan to report the issue.

RR/CC will be responsible for all costs associated with the purchase and installation of the 24-Hour Drop Box. The 24-Hour Drop Box will be removed following the completion of the initial term of this agreement, at the completion of the extended term, as otherwise provided herein or as mutually agreed upon in writing by the parties. RR/CC will be responsible for all costs associated with the removal of the 24-Hour Drop Box. Upon removal, the RR/CC will return the designated space to the condition it was in at the time of installation, or as close as possible to the condition it was in at the time of installation.

Parking Requirements: Host agrees to provide sufficient parking, including accessible spaces, and a waiver of any parking fees for RR/CC staff and voters where possible.

Public Voting Period: Host agrees to provide RR/CC staff access to the designated space twenty-four (24) hours a day beginning thirty-one (31) days before an election.

Promotions and Political Material: Host agrees to remove any political campaign signage or literature and not engage in audible dissemination of electioneering information within 100 feet of the designated space and not conduct any promotional activity tied to the public voting period without prior authorization from RR/CC.

Termination of the Agreement: Except for the occurrence of a natural disaster causing damage or otherwise adversely affecting the designated space/drop off location, or unforeseen building/structural damage to the designated space/drop off location, which shall be solely determined by the RR/CC, Host shall not cancel or change the location and this Agreement shall remain in effect, with all conditions set forth. RR/CC may at any time and without reason, revoke its request to use the designated facility space/drop box location. In the event any provision of this Agreement contradicts County of Los Angeles Board policies or any applicable laws, rules, and regulations, RR/CC may terminate this Agreement, effective immediately upon written notice.

Amendment of the Agreement: No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties. This Agreement may be modified or amended only upon the mutual written consent of both the Host and the RR/CC. Any amendment shall become effective upon the mutual written consent of both the Host and the RR/CC.

Certificate of Self-Insurance: RR/CC will provide a certificate of self-insurance.

Indemnity Agreement: Agency shall indemnify, defend and hold harmless County, its trustees, elected and appointed officers, agents, employees, and volunteers from and against any and all liability, including, but not limited to, claims for injury or damages, demands, actions, fees, loss, costs and expenses (including reasonable attorney and expert witness fees) arising out of or incurred in connection with the performance of this agreement, but only in proportion to and to the extent such liability, loss, demands, actions, fees, costs and expenses are caused by or result from the negligent or intentional acts or omissions of the Agency, its trustees, officers, agents, employees, or volunteers.

County shall indemnify, defend and hold harmless Agency, its trustees, officers, agents, employees, and volunteers from and against any and all liability, including, but not limited to, claims for injury or damages, demands, actions, fees, loss, costs and expenses (including reasonable attorney and expert witness fees) arising out of or incurred in connection with the performance of this agreement, but only in proportion to and to the extent such liability, loss, demands, actions, fees, costs and expenses are caused by or result from the negligent or intentional acts or omissions of the County, its trustees, officers, agents, employees, or volunteers.

Electronic Signatures: The Host and RR/CC agree to facsimile and electronic scanned versions of original signatures of authorized signatures of each party have the same force and effect as original signatures such that the parties need not follow up facsimile or electronic transmissions of executed documents with original wet-signature versions.

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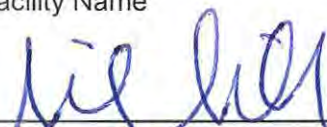
IN WITNESS WHEREOF, and executed as the date first above written above, the Parties to this agreement do hereby agree and consent to all terms and conditions provided herein.

Los Angeles County
Registrar-Recorder/County Clerk

Signature & Date

Printed Name and Title

Facility Name



Signature & Date

Nick Kimball, City Manager

Printed Name and Title



Los Angeles County Registrar-Recorder/County Clerk

DEAN C. LOGAN
Registrar-Recorder/County Clerk

24-HOUR DROP BOX PLAN November 3, 2020 Primary Election

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November 3, 2020 Primary Election by City of San Fernando ('Host') and the
Los Angeles County Registrar-Recorder/County Clerk ('RR/CC') for the use of the facility space
specified below:

Pioneer Park

828 Harding Ave, San Fernando, CA 91340

Contact List – Host

Primary Contact Name	Julia Fritz	Phone #	818-898-1204
Email Address	jfritz@sfcity.org	Alternate Phone #	
Secondary Contact Name	Cynthia Alba	Phone #	818-898-7318
Email Address	calba@sfcity.org	Alternate Phone #	
After Hours Emergency Contact Name	Julia Fritz	Phone #	818-425-3938
Email Address		Alternate Phone #	

Contact List – RR/CC

Primary Contact Name	Adrian Avelar or Laura Herrera	Phone #	562-462-2835
Email Address	VBMDropOff@rrcc.lacounty.gov	Alternate Phone #	562-345-8372
After Hours Emergency Contact Name		Phone #	
Email Address		Alternate Phone #	

Access Schedule

Host has agreed to grant access to the public and RR/CC to the designated space and drop box for the following dates:

Start Date	End Date
October 5, 2020	November 3, 2020

During the above period, the public and RR/CC shall have access to the designated space twenty-fours (24) a day for the entirety of the voting period.

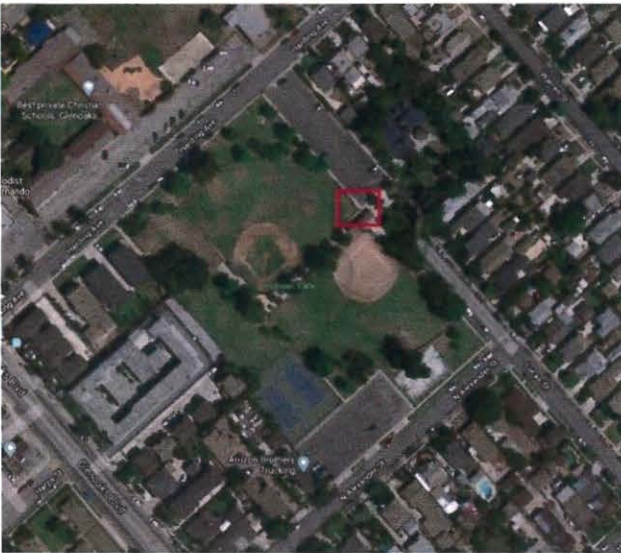
Designated Space, Parking, and Public Access

RR/CC agrees to make best efforts to limit signage and vehicle traffic to the mutually agreed upon areas depicted in Attachment 'B'.

Additional Access Considerations

Please specify any additional considerations necessary in providing RR/CC access to the designated space (Alarm Codes, Gate keys, Access Badges, Parking Passes, etc.):

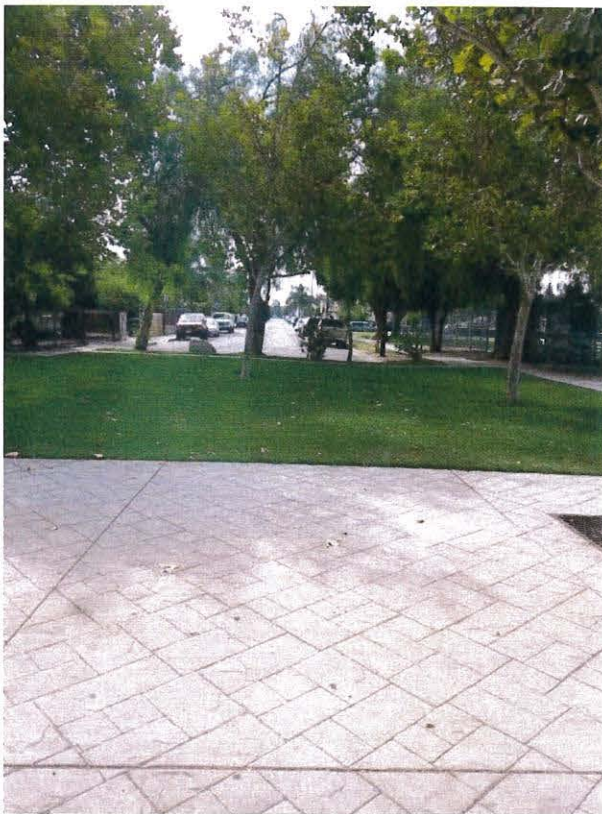
Option #3: 24 HR drop box would be placed near concession stands. Front of drop box would be facing accessibility parking with right side facing kid's playground. Left side would face walking path to baseball field with back towards the wall. Please see pictures for exact location.





- Photos: Accessible Parking, Path of Travel, and Ramps (if applicable)







EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA

ATTACHMENT "D"

EXECUTIVE ORDER N-64-20

WHEREAS on March 4, 2020, I proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS on November 3, 2020, California—like the other states of the United States—will hold a General Election, and Californians throughout the state will exercise their right to vote; and

WHEREAS it is unknown to what degree COVID-19 will pose a threat to public health in November, and California and its counties must begin taking action now—to procure supplies, secure polling places, enlist volunteers, and draw up plans, among other steps—to ensure that the November 3, 2020 General Election is held in a manner that is accessible, secure, and safe; and

WHEREAS to preserve public health in the face of the threat of COVID-19, and to ensure that the November election is accessible, secure, and safe, all Californians must be empowered to vote by mail, from the safety of their own homes; and

WHEREAS it is also essential to ensure that all Californians who may need access to in-person voting opportunities—including individuals with disabilities, individuals who speak languages other than English, individuals experiencing homelessness, and others who may find vote-by-mail less accessible than in-person voting—are able to access such opportunities and exercise their right to vote; and

WHEREAS the Secretary of State has been working with California elections officials, voting rights advocates, and other stakeholders to explore how best to implement procedures for the November election that will make in-person voting opportunities available, give county elections officials needed flexibility, and preserve public health; and

WHEREAS discussions concerning the November election have been informed, and should continue to be informed, by the ways in which existing California law—including, in particular, the California Voter's Choice Act—provide standards to ensure that, even in the context of an "all-mail ballot" election, voters are able to access in-person voting opportunities; and

WHEREAS work in partnership with the Legislature and the Secretary of State, guided by the standards in existing California law and the exigencies of the COVID-19 pandemic, will be essential to ensure that the November election is accessible, secure, and safe; and

WHEREAS confirming that every voter will be able to vote by mail in the November election will allow California and its counties to begin preparing for that election now—even as planning continues to determine how details of that election (including requirements concerning the availability of in-person voting opportunities) will be implemented; and

WHEREAS it is critical that counties have clarity regarding requirements for in-person voting opportunities and other details of the November election by no later than May 30, 2020, which may require a subsequent Executive Order; and

WHEREAS under the provisions of Government Code section 8571, I find that strict compliance with various statutes specified in this Order would prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of the COVID-19 pandemic.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, and in particular, Government Code sections 8567, 8571, and 8627, do hereby issue the following Order to become effective immediately:

IT IS HEREBY ORDERED THAT:

- 1) Notwithstanding any limitation on the distribution of vote-by-mail ballots in Elections Code sections 1500 and 4000-4007, or any other provision of state law, each county elections officials shall transmit vote-by-mail ballots for the November 3, 2020 General Election to all voters who are, as of the last day on which vote-by-mail ballots may be transmitted to voters in connection with that election, registered to vote in that election. As set forth in this paragraph, every Californian who is eligible to vote in the November 3, 2020 General Election shall receive a vote-by-mail ballot.
- 2) Nothing in this Order shall be construed to limit the extent to which in-person voting opportunities are made available in connection with the November 3, 2020 General Election. It is the intent of this Order that my Administration continue to work with the Legislature and the Secretary of State to determine how requirements for in-person voting opportunities and other details of the November election will be implemented—guided by California's longstanding commitment to making its elections accessible, as enshrined in existing California law, while recognizing the exigencies of the COVID-19 pandemic.
- 3) My Administration continues working in partnership with the Secretary of State and the Legislature on requirements for in-person voting opportunities and on how other details of the November election will be implemented. Nothing in this Order is intended, or shall be construed, to limit the enactment of legislation on that subject.

IT IS FURTHER ORDERED that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 8th day of May 2020.



GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State



VOTING SOLUTIONS FOR ALL PEOPLE

VOTE CENTER REQUIREMENTS

AVAILABILITY:

- Sites can serve as 11-day or 5-day Vote Centers.
- Sites must be available up to 5 days before and 4 days after the voting period for equipment set-up and break-down.

ROOM SIZE:

- Minimum of 2,200 square feet to allow for adequate spacing related to social distancing (COVID-19).
- Smaller rooms could be considered on a case by case basis.

HOURS:

- **Early voting period:** Facilities must be accessible from 9am-8pm.
- **Election Day:** Facilities must be accessible from 6am-9pm or later to allow for processing voters still in line.

DATA & ELECTRICAL:

- Data capacity for Electronic Pollbooks to connect to network. Preference is to utilize facility's data port but is not required.
- Electrical infrastructure to power Ballot Marking Devices.
- RR/CC representatives will conduct a site assessment to determine viability.

Vote Center Capacity	
Minimum downstream	20 Mb/s
Minimum Upstream	10 Mb/s
Latency	=<40 ms
Power	45 Amps

Requirements are subject to change at any time.

ACCESSIBILITY:

- Accessible walking path from parking lot/street to vote center room (wide enough path; ramp; etc.).
- Accessible parking for voters with disabilities (or ability to cone off 1 or 2 parking spaces to designate for accessibility usage).
- RR/CC representatives will conduct a site assessment to ensure accessibility.

PARKING:

- Designated or available parking for all voters.
- If only street parking is available, must consider street sweeping days and work with local agencies for exceptions as needed.

COMPENSATION:

- Compensation can be provided to cover operational costs including security, electrical, staffing, etc. (Up to \$300/daily).

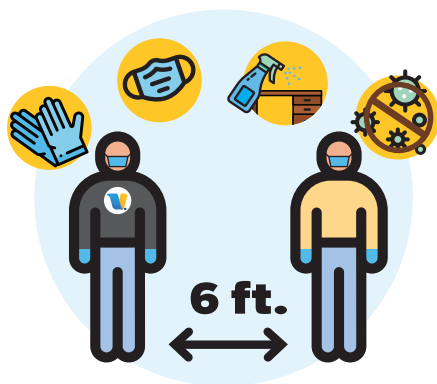
Contact Information: Send an email to votecenters@rrcc.lacounty.gov or call 562-347-2444.



VOTING SOLUTIONS FOR ALL PEOPLE

SAFE PRESIDENTIAL ELECTION PLAN

The Los Angeles County "Safe Presidential Election Plan" aligns with California's "Election Administration Guidance under COVID-19" using the best public health information available, including guidance provided by the U.S. Centers for Disease Control and Prevention (CDC) and California public health officials.



The Los Angeles Registrar-Recorder/County Clerk (RR/CC) will:

- Develop a voting location-specific protection plan.
- Train workers on measures to limit the spread of COVID-19, including screening themselves for symptoms and staying home when necessary.
- Establish prevention and self-screenings measures for workers.
- Establish and communicate physical distancing guidelines.
- Implement hand-washing, face covering and disinfection protocols.

FOR VOTERS

All registered voters will be mailed a Vote by Mail ballot.

L.A. County encourages voters to stay at home and vote using their mail-in ballot. Where we will offer in-person voting, we will follow the State and County's public health and safety guidance to provide a safe voting environment.

COVID-19 Information for Voting In-Person:

- Voters should wear a face covering while at the vote center or waiting in line.
- Face masks and gloves will be available for voters if requested.
- Hand sanitizer will be provided upon entry and exit of the Vote Center. Hand sanitizer will also be available at key stations during the voting process.
- Social distancing will be enforced while waiting in line and throughout the check-in and voting process.
- ePollbooks and Ballot Marking devices will be sanitized after every voter.
- Voters are encouraged to take measures to speed up their election process to limit their time in the Vote Center. This includes verifying voter registration in advance, using the Interactive Sample Ballot (ISB) to pre-mark selections, and bringing their Sample Ballot to speed up the voter check-in.
- Voters are encouraged to take advantage of early voting and vote at off-peak times if possible.
- Curbside voting will continue to be available for voters who are unable to enter the Vote Center.



***Vote Safely
at Home,
Make Your
Voice Heard!***



SAFE PRESIDENTIAL ELECTION PLAN

FOR ELECTION WORKERS

Election Workers will be trained to implement the following guidelines:

- Follow prevention measures while at home to help limit the spread of COVID-19.
- Do not come to the Vote Center if diagnosed with COVID-19, symptomatic, or in contact with a positive patient in prior 14 days.
- Confirmation of self-screening as part of daily worker sign-in.
- Wash hands frequently or use of hand sanitizer where soap and water are unavailable.
- Wear protective equipment including face coverings, face shields, and gloves.
- Establish no-contact norms so workers avoid greeting co-workers and voters with physical contact "Distancing starts at hello."
- Frequently sanitize work items and commonly used surfaces.
- Sanitize ePollbooks and Ballot Marking Devices (BMDs) before start of day, after each voter, on an hourly schedule, and at closing time.
- Minimize the handling of shared objects.
- Limit nonessential visitors to the Vote Center.
- Take special care to disinfect equipment before use by voters with disabilities because they may interact with the equipment in different ways, and some may have unique health vulnerabilities. Accessibility controls for voting equipment will be cleaned before and after each use.
- Single-use disposable ear covers for device headphones will be used and replaced after each use.

VOTE CENTER LAYOUT

- A custom Vote Center layout will be created for each location that ensures 6ft physical distance throughout the Vote Center to the extent possible.
- One-directional foot traffic.
- Separate routes for entry and exit where possible.
- Doors propped open.
- Windows will be opened to increase air circulation where possible.
- Check-in stations and BMDs will be placed to create physical distance.
- Each vote center will have a stop station at the entrance where voters will be provided with hand sanitizer. Masks and gloves will be available for voters if needed. An election worker will be stationed here to remind voters of special precautions.
- If weather permits, the number of voters in the facility will be limited by moving lines outdoors.

SIGNAGE

- Signage to remind voters, observers and workers of physical distancing, face coverings, and updated foot traffic patterns.
- Clear signage to indicate appropriate distances.
- Posted at entrances and highly visible locations.
- Visual cues (e.g., floor markings, colored tape, or signs) will be deployed to remind workers and voters of appropriate distancing.

MEDIA, SOCIAL MEDIA AND DIRECT COMMUNICATION

The County's media campaign will include the following components:

- Voting by mail is a safe choice to avoid exposure to COVID-19 while voting.
- There are alternatives to provide a ballot replacement or to help you cast a ballot without entering a voting site including procedures for requesting a replacement, drop boxes and curbside voting.
- If you must enter a voting location, please
 - wear a face covering,
 - maintain physical distance of at least six feet from people not from your household,
 - use hand sanitizer before approaching the check-in station and after voting,
 - follow any additional guidance provided at the voting location.

This plan serves as a baseline. The RR/CC Safe Presidential Election Plan will continue to grow and expand as new guidance and recommendations continue to come out.



November 3, 2020 General Election

Election Administration Guidance under COVID-19

California Secretary of State

Revised 8/27/2020

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Public Health Overview

COVID-19 is dramatically affecting life in California - including significant impacts on elections. In March 2020, the State Public Health Officer and Director of the California Department of Public Health issued an order requiring most Californians to stay at home to disrupt the spread of COVID-19 among the population. That stay-at-home order is no longer in effect in all counties, but the public health situation is volatile and the virus will remain disruptive through the November 3, 2020 General Election.

In order to address impacts on the General Election, Governor Gavin Newsom issued Executive Orders N-64-20 and N-67-20, and the state legislature recently enacted legislation and is currently working on additional legislation to codify the content of these executive orders for the November election.

In general, these orders, in combination with the recently enacted legislation, direct all counties to issue mail ballots to all registered voters with an active status and provide in-person voting opportunities to ensure that every eligible voter can cast their ballot. The orders also continue to require access to voter services, observer opportunities and election worker training, among other things. Mailing a ballot to every voter with active voter registration status is the first step to ensure that California voters do not have to choose between exercising their right to vote and protecting their health.

The impact of COVID-19 on the health of Californians is not yet fully known. Reported illness ranges from very mild (some people have no symptoms) to severe illness that may result in death. Certain groups, including people aged 65 or older and those with serious underlying medical conditions, such as heart or lung disease or diabetes, are at higher risk. Transmission can occur when people are in close contact with an infected person, even if that person is not showing symptoms.

There have been multiple outbreaks in a range of workplaces, indicating that workers are at risk. Examples of these workplaces include hospitals, long-term care facilities, prisons, food production sites, warehouses and grocery stores.

As state and local public health orders are modified, it is essential that election officials take all possible steps to ensure the safety of workers and voters.

Key prevention practices for election workers include:

- Physical distancing to the maximum extent possible;
- Use of face coverings by all participants in the election process;
- Frequent hand-washing;

- Regular cleaning and disinfection;
- Training workers on these and other elements of the COVID-19 prevention plan and protective equipment use; and
- Refraining from going to work when ill.

In addition, it will be critical to identify new cases of illness and notify public health authorities quickly so they can intervene to halt the spread of the virus.

Overview of Election Health and Safety

The Secretary of State's Office has reviewed guidance issued by the U.S. Centers for Disease Control and Prevention (CDC), and practices adopted by other election offices across the country and have conferred with California public health officials. The specific health and safety guidelines presented here are based on information available as of the issuance of this document and are subject to change.

These guidelines are directed toward California county elections officials and their workers as they prepare safe, clean environments for employees, election workers and volunteers (referred to collectively as "workers"), as well as voters and election observers, to ensure the November 3, 2020 General Election can be conducted during the current COVID-19 pandemic without creating new health risks.

When establishing in-person voting and mail ballot processing procedures, and in all other election contexts, the following action shall be considered:

1. Performing a detailed risk assessment and create a site-specific protection plan.
2. Training workers on measures to limit the spread of COVID-19, including screening themselves for symptoms and staying home when necessary.
3. Establishing prevention measures and screenings for workers.
4. Implementing hand-washing, face covering and disinfection protocols.
5. Establishing and communicating physical distancing guidelines.

This guidance is not intended to revoke or repeal any employee rights, either statutory, regulatory or collectively bargained, nor is it a substitute for any existing safety and health-related regulatory requirements such as those of Cal/OSHA.

While this guidance provides some basic health and safety information, county elections officials are strongly encouraged to stay current on changes to public health guidance and state and local orders in order to refine safety protocols applicable to their county, as the

COVID-19 situation is fluid. Links to updated resources on COVID-19 health and safety and election-specific guidelines can be found in Appendix B.

Worksite Specific Action Plans

County elections officials shall create a written, worksite specific COVID-19 prevention action plan for every worksite and voting location (referred to collectively as “worksites”). Many of the elements listed below will be common across most worksite types and county elections officials may already have these prepared for election office worksites. In preparing the plans, elections officials shall perform a comprehensive risk assessment of all worksites to gather the information necessary prior to issuance. Worksite specific plans shall, at a minimum, contain the following elements:

- Name and contact information (or job title for voting locations) of individuals at each worksite designated to implement the plan.
- For non-voting location sites, contact information for the local health department that should be notified of COVID-19 cases among workers.
 - Instructions on what information to gather and provide to the health department in such an event, including names of close contacts (within six feet for 15 minutes or more) of an infected worker.
- Specific COVID-19 safety instructions and training including:
 - Cleaning and disinfection protocols;
 - Configuration for physical distancing, supplemented by traffic flow guidelines and placement of physical barriers where distancing is not possible;
 - Behaviors required of workers; and
 - Proper use of protective equipment.

To maximize effectiveness, county elections officials, as they implement worksite specific plans, shall, at a minimum, consider the following actions:

- Training and communicating with workers on the plan.
- Regularly evaluating worksites for compliance. Documenting and immediately correcting deficiencies identified.
- Investigating any COVID-19 illnesses to determine whether work-related factors contributed to risk of infection. Updating worksite specific plans as needed.
- Adapting the worksite specific action plans to the level of county control over and duration of use of a particular worksite.

- County facilities and long-term voting locations may require additional detail.
- For Election Day and other short-term voting locations, ensure sufficient space for physical distancing, confirm cleaning and disinfection with facility management and provide layout and traffic-flow guidance to election workers.

Personal Prevention Measures

People can best protect themselves and prevent transmission to others when they understand the basic facts of COVID-19, particularly its transmission and the importance of simple personal and community prevention measures they can take.

Training Workers on COVID-19

County elections officials are required to offer training on COVID-19 safety. This training can be provided at all levels of staffing, tailoring the message for employees and election workers (referred to collectively as “workers”). Training can include:

- Information on COVID-19, how to prevent it from spreading and which underlying health conditions may make individuals more susceptible.
- Procedures for self-screening at home, including temperature and/or symptom checks.
- The importance of not coming to work if:
 - A worker has symptoms of COVID-19 as described by the CDC, such as a fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea, vomiting, or diarrhea, OR
 - A worker was diagnosed with COVID-19 and has not yet been released from isolation, OR
 - If, within the past 14 days, a worker has had contact with someone who has been diagnosed with COVID-19 and is considered potentially infectious (i.e. still on isolation).
- To return to work after a worker receives a COVID-19 diagnosis only if 10 days have passed since symptoms first appeared, their symptoms have improved, and the worker has had no fevers (without the use of fever reducing medications) for the last

- 72 hours. A worker without symptoms who was diagnosed with COVID-19 can return to work only if 10 days have passed since the date of the first positive COVID-19 test.
- Seeking medical attention if symptoms become severe, including persistent pain or pressure in the chest, confusion, or bluish lips or face.
- The importance of frequent hand-washing.
 - Scrubbing with soap and water for at least 20 seconds.
 - Using hand sanitizer containing at least 60% ethyl alcohol (preferred) or at least 70% isopropyl alcohol (a neurotoxin and eye irritant) where soap or running water are unavailable. Ensure that it does not contain methanol, which can be life-threatening.
- The importance of physical distancing, both at work and away from work.
- Proper use of face coverings, and their benefits and limitations.
- Information on leave benefits an employee may be entitled to receive that would make it financially easier to stay at home (see Sick Leave in Appendix B).

Because understanding of COVID-19 is rapidly changing, this guidance may be updated. Elections officials should also consult the latest CDC guidelines (see Appendix B for information resources).

Disease Control and Prevention Measures for Workers

To ensure election worker compliance with California Department of Public Health directives, county elections officials shall create disease control and prevention measures for workers. Measures must include:

- A screening regimen adapted to different worker classifications.
 - Employees at central or large facilities should be screened for temperature and symptoms at the beginning of each shift.



- Take care that the screener avoids unnecessary exposure to those being screened by maintaining physical distance to the extent possible.
 - Even workers undergoing supervised screening should self-screen at home before work.
- In long-term voting locations outside county control, explore participation in any screening program for that facility's employees.
- Where supervised screening is not feasible, such as at short-term voting sites, require self-screening at home.
 - Provide workers who must self-screen with updated CDC guidelines and COVID-19 symptom lists.
 - Confirm self-screening on worker sign-in forms.
- Require workers who are sick or exhibiting symptoms to stay home.
- Encourage proper sneezing and coughing etiquette.
- Require frequent hand-washing for those persons in high-traffic areas.
 - Soap and water, scrubbing for at least 20 seconds, is the best disinfectant.
 - Where soap or a water supply is unavailable, use hand-sanitizer that is at least 60% ethyl alcohol (preferred) or at least 70% isopropyl alcohol (a neurotoxin and eye irritant).
- Provide workers with protective equipment, including face coverings and gloves.
 - Face coverings should be worn whenever a worker is near another person. (Note: county elections officials are strongly encouraged to stay current on changes to public health guidance and state and local orders regarding the use of face coverings.)
 - Consider face shields or other physical barriers, in addition to face coverings, for workers in positions where it may be difficult to maintain physical distancing.
 - Consider where providing disposable gloves may be useful.
- Workers should avoid greeting co-workers and voters with physical contact. "Distancing starts at hello."
- Consider offering workers who request modified duties options that minimize their contact with voters and other workers.
- Post signage in strategic and highly-visible locations to remind workers to use face coverings and maintain physical distance.
- Use email, texts, staff and election worker newsletters and social media to reinforce your COVID-19 safety plan.

Protective Equipment

Face coverings, gloves and other protective gear can offer some protection. County elections officials must provide these items to county elections employees, election workers, and observers. Face covering must be offered to voters. Counties shall have a sufficient supply of face coverings in order to meet demand through the end of Election Day.

Never share protective equipment. Prevent sharing by making adequate supplies available and disposing of disposable items promptly.

Masks/Face Coverings

The Department of Public Health issued guidance requiring the use of cloth face coverings by the public when outside the home, with limited exceptions.

The CDC stresses that face coverings slow the spread of the virus, in particular by preventing people who may have the virus and do not know it from transmitting it to others. The CDC cautions that not all face coverings are technically personal protective equipment (PPE), because they may not protect the wearer. Nevertheless, they do offer protection to others near the wearer. Face coverings don't replace the need for physical distancing and frequent hand-washing.

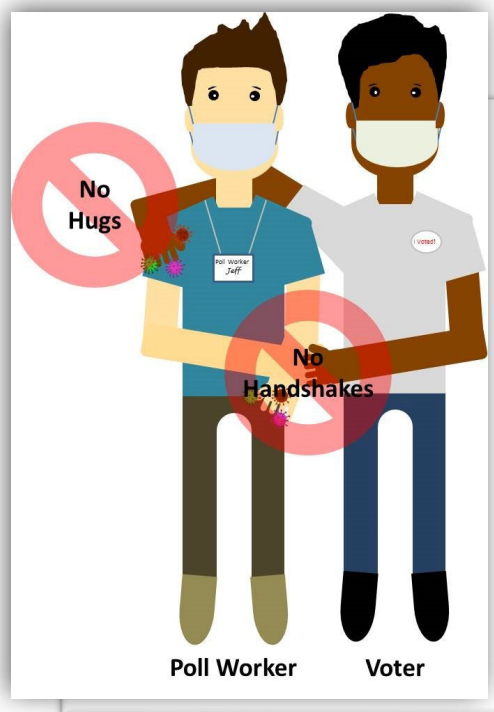
Counties are required to provide face coverings to elections staff and election workers for them to be worn at the worksite. Consider a flexible program

where workers with a greater potential for exposure receive face shields. Some settings of greater exposure include symptom screening, customer service and any election workers deployed in welcoming or informational roles at high traffic sites.

Counties are also required to make disposable face coverings available to voters and observers who arrive without them.

Proper use of face coverings requires:

- Coverage of the mouth and nose.
- Washing hands before and after use or adjustment.



- Washing or replacing them after each shift.
- Avoiding touching the eyes, nose, or mouth.
- Avoiding touching the front of the mask when putting it on, adjusting it, or removing it.

Election workers must not turn a voter away for lack of face covering. The right to vote takes precedence. In such circumstances, election workers should consider additional physical distancing. Confrontation is not advisable. Among other considerations, intense conversation and shouting increase the volume of exhalations and may increase risk.

Some voters may come into the voting location wearing branded face coverings that represent a candidate or ballot measure; this may be deemed electioneering. If this occurs the election worker may politely request that the voter use a different face covering, or in the alternative, provide another face covering, if available.

Section 319.5 of the California Election Code defines “electioneering” as “the visible display or audible dissemination that advocates for or against any candidate or measure on the ballot within 100 feet of a polling place, a vote center, an election official’s office, or a satellite location under Section 3018.” This effectively means electioneering cannot be conducted within 100 feet of the entrance to the polling place. Prohibited materials include, but are not limited to: a display of a candidate’s name, likeness or logo; a display of a ballot measure’s number, title, subject or logo; buttons, hats, pencils, pens, shirts, signs or stickers containing information about candidates or issues on the ballot; any audible broadcasting of information about candidates or measures on the ballot; and, at vote-by-mail drop boxes, loitering near or disseminating visible or audible electioneering information.

The CDC has a web page dedicated to proper practices for wearing cloth face masks:
www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/diy-cloth-face-coverings.html.

Gloves

Counties are required to provide workers with disposable gloves, especially in high traffic settings and areas where contact with items others have touched is routine. Some of these settings include symptom screening, ballot handling, customer service and voting locations, especially those with higher traffic.

Workers must wear gloves in these settings and at other points of contact with items that others have touched.

Gloves alone do not guarantee protection. Wearers should not touch their mouth, nose, eyes or face covering with gloved hands. They should wash hands before putting gloves on

and after removing them, and the county should allow time for this as a work responsibility. Gloves should be replaced after washing hands, after using the restroom, eating or drinking, or any other activities that may contaminate the gloves, including touching unsanitized items.

The CDC has a web page dedicated to the proper wearing of gloves:
www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/gloves.html.

Organizing Worksites for COVID-19 Safety

In addition to measures taken by individual workers and voters to prevent COVID-19 transmission, it is essential that county elections officials organize all worksites around COVID-19 safety and health.

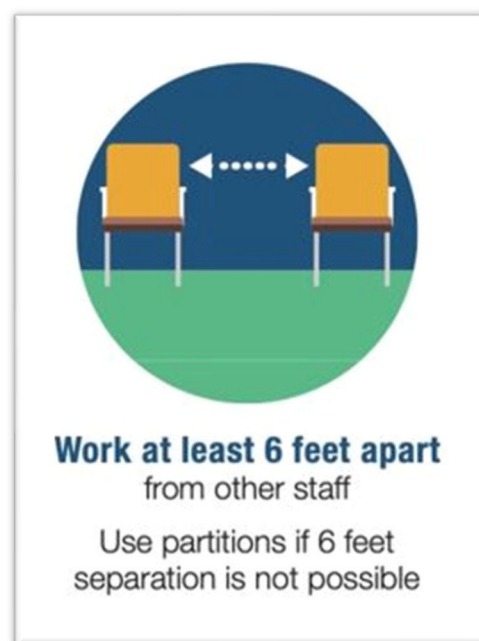
- Each worksite including voting locations should be configured to ensure physical distancing.
- Cleaning, disinfection and ventilation procedures should be upgraded and tightened to eliminate or reduce any virus introduced into the workspace.

Physical Distancing Guidelines

Maintaining physical distancing of *at least* six feet between and among workers and voters whenever possible is one of the most critical prevention measures. These guidelines apply to offices, voting locations and all other worksites.

Configuring Worksites for Physical Distancing

- Redesign worksites so that all workstations, voting stations, check-in stations and other stopping points are separated by *at least* six (6) feet.
- Add partitions and visual cues (e.g., floor markings, colored tape, or signs) to remind



workers and voters and guide them to appropriate distancing.

- Where physical distancing cannot be maintained, consider acrylic, plexiglass or other barriers that separate airspace. This may be a viable strategy to ensure capacity of voting stations and check-in stations in voting locations with limited space.
 - Attempt to keep such exposures brief.
 - Face coverings as described elsewhere also mitigate exposure.
- Reduce capacity of break rooms. Use barriers or increase distance between tables/chairs to separate workers.
 - Close them if other methods of ensuring physical distancing are unfeasible.
 - Where possible, create outdoor break areas with shade covers and seating that ensures physical distancing.
- Discourage workers, voters and observers from congregating in high traffic areas such as bathrooms, hallways and stairwells, and during breaks.

Coordinating Entry, Exit and Queuing Strategies to Promote Distancing

- Consider dedicating workers at point of entry to communicate safety procedures and direct voters to check-in stations quickly, to ease entry bottlenecks.
- Implement foot traffic and crowd management strategies to ensure physical distancing between voters. This can include:
 - Separating entrance and exit, if feasible and appropriate for the space.
 - Requiring foot traffic be one-directional.
 - Guiding voters and observers with visual cues, barriers, props and signage.
- Wherever possible, leave doors open if they do not open and close automatically. Prop doors open during peak periods when voters are entering and exiting, in accordance with security and safety protocols – this helps keep people from touching door handles that may have contaminants and can help increase airflow in buildings and rooms.
- Create clearly-marked curbside or outside drive-through voting points that maintain physical distance with visual cues or other measures.
- Reconfigure any seating and other public amenities to ensure physical distancing.

- If voting locations are located at non-governmental facilities, collaborate with building/facility operators to develop entry, exit and queuing plans that maintain physical distancing.

Communication about Physical Distancing

- Display signage at entrances and other appropriate areas to remind voters and observers at every opportunity of physical distancing and face covering requirements and updated foot traffic patterns.
- Require voters and observers to physically distance themselves from those outside their household, avoid touching surfaces and leave if they feel unwell.
- If a voter is accompanied by children at a voting location, election workers should offer a face covering to the parent for their child and should allow a voter to distance themselves away from others while maintaining their place in line.
- Children are allowed to assist their parents with voting and election workers should be sensitive to the childcare needs of any parent or guardian.

Procedures that Enhance Physical Distancing

- Stagger worker breaks, in compliance with wage and hour regulations, to maintain physical distancing protocols.
- Establish directional hallways and passageways for foot traffic, if possible, to eliminate workers, voters and/or observers from passing by one another.
- Designate separate routes for entry and exit into office spaces and or voting locations to help maintain physical distancing and lessen the instances of people closely passing each other.
- Limit the number of individuals riding in an elevator and ensure the use of face coverings. Post signage regarding these policies.
- Implement physical distancing requirements at loading bays and move to contactless signatures for deliveries.
- Require vendor representatives who are required to enter election facilities to follow directives on wearing face coverings, consistent with this document and state and local regulations.

Cleaning, Disinfecting and Ventilation Protocols

County elections officials should take responsibility for upgrading and tightening procedures followed by cleaning and maintenance staff, while encouraging all workers to incorporate simple cleaning techniques into their daily work. Because airborne transmission of

COVID-19 is increasingly seen as a primary path of infection, officials should also explore improving fresh air supply in all worksites.

Upgrading and Tightening Procedures for Cleaning Personnel

- Perform thorough cleaning in high traffic areas, which include:
 - Restrooms.
 - Employee break rooms.
 - Entrances and exits, including doors and door handles.
 - Stairway handrails.
 - Escalator handrails.
 - Elevator controls.
- Frequently disinfect commonly used surfaces, including seating, counters, staff water fountains (spout, button/lever and nozzle), guardrails, displays, hand-held devices, shelving, tables, hand-washing and sanitation facilities, touchscreens, facility maps, vending machines, etc.
- Consider more frequent cleaning and disinfection of hand-washing facilities that are used more often.
 - Ensure that such facilities stay operational and stocked at all times, and
 - Provide additional soap, paper towels and hand sanitizer when needed.
- Turn off public drinking fountains, cover with a bag or tape and post signs that they are inoperable.
- Adjust or modify hours to provide adequate time for regular and thorough cleaning and disinfection of work spaces and replenishing of soap and other hand sanitizer stations frequently throughout the day.
- When choosing cleaning chemicals, county elections officials should use products approved for use against COVID-19 on the Environmental Protection Agency (EPA)-

approved list and follow product instructions. Use disinfectants labeled to be effective against emerging viral pathogens, diluted household bleach solutions (5 tablespoons per gallon of water), or alcohol solutions with at least 70% alcohol that are appropriate for the surface.

- Provide employees training on manufacturer's directions and Cal/OSHA requirements for safe use. Workers using cleaners or disinfectants should wear gloves and eye protection as required by the product instructions.
- Explore procurement options for third-party assistance to meet increased cleaning demands.

Simple, Routine Cleaning Techniques for All Workers

- Ensure that workers regularly clean and disinfect personal work areas.
 - Supply necessary cleaning products.
 - Set aside time for cleaning during work hours.
- Avoid sharing equipment and office supplies. This includes:
 - Pens, phones, desks and other work supplies.
 - Technology like touchscreens, tablets, laptops, keyboards, mice, stationary and mobile equipment controls and audio equipment.
 - Where such items must be shared, workers should clean and disinfect them between each use.
 - Provide training and cleaning supplies appropriate to each item or surface.
 - For technology or specialty items, consult equipment manufacturers to determine appropriate disinfection steps (see Appendix A for information).
- Equip entrances and exits, promenades and other common-space areas with proper sanitation products, including hand sanitizer.
- Display signage indicating where the nearest hand sanitizer dispenser is located. Check hand sanitizer dispensers periodically and refill before they run out. Hand



sanitizer dispensers should be touchless whenever possible.

- Display signage in restrooms encouraging hand-washing.

Ventilating to Maximize Fresh Air Intake

- Maximize fresh outside air by:
 - Changing ventilation system settings to reduce recirculation and increase fresh air intake, if possible.
 - Opening doors/windows (weather permitting).
- Maximize air quality by:
 - Upgrading building air filters to the highest efficiency possible.
 - Installing portable high-efficiency air cleaners as needed.

Encouraging Voters and Observers to Practice COVID-19 Safety

The impact of a COVID-19 safety and health plan will be compromised if voters and observers do not recognize its importance, understand what is expected and find safe alternatives that work for them.

County elections officials are required to develop a communications plan to let voters and observers know their role in keeping themselves and others safe, including what to expect at voting locations, and, for voters, alternatives for returning ballots when postal return is not desired or possible. This includes creating signage and messages for election workers to deliver, encouraging voters and observers in voting locations to follow safety procedures.

The right to vote is of utmost importance. Even voters neglectful of important health and safety precautions must be allowed to vote if they enter a voting location.

Signage, Visual Cues and Messaging at Voting Sites

County elections officials should use signage, visual cues and messaging from workers to instruct voters about COVID-19 safety as they enter voting locations.

Signage

Create entrance signage in all mandated languages with a simple message:

- Please wear a face covering over your nose and mouth.
- Maintain physical distance of 6 feet from others.
- Use hand sanitizer at the check-in station.
- Place your own ballot into the tabulator or ballot box.
- Use hand sanitizer again after you vote.

Strong visuals will help provide information to those whose language is not mandated.

Visual Cues

Consider using signs or floor tape arrows to indicate preferred traffic flow, replacing tape daily at busy, long-term sites if necessary. In high-traffic sites, consider whether a welcome staffer could deliver messages and keep voters and observers from congregating.

In lines and other potential points of congregation, use floor tape or decals to mark 6-foot intervals. The highest traffic sites may justify crowd control stanchions with belting.

Messaging

Election workers are ultimately responsible for reminding and encouraging voters and observers to keep health and safety in mind. They will need simple phrases to remind voters and observers of precautions:

- Thanks for wearing your mask.
- Remember to use the hand sanitizer.
- Thanks for keeping your distance.

And specific instructions:

- Your ballot is fragile; make sure your hands are dry and your sanitizer has evaporated.
- You can put your ballot directly in the tabulator (or ballot box). It's easy.
- Drop your activation card in the box so we can sanitize it before the next voter uses it.

Voters without Face Coverings

County elections officials shall provide election workers with specific instructions and messaging for interacting with voters who are negligent or reluctant to follow guidelines, including methods for defusing potentially difficult situations with voters who insist on not abiding by health and safety requirements. Such voters must still be allowed to exercise their right to vote regardless of face covering or distancing compliance.

Simple messages like these can help your election workers defuse situations:

- Following the guidelines (on face coverings or distancing) can protect you and everyone else, so we do ask that you follow them.
- If you don't have a face covering, we'd be happy to provide one (if available).
- We regret that you're unwilling to follow the guidelines, but we do respect your right to vote. Please give us a bit of time to organize the area to allow additional physical distance between you, our fellow election workers, observers and other voters.

Voters Who Refuse Face Coverings

Those who refuse to use a face covering inside a polling place, including some unable to do so for medical reasons, and some who may also refuse to practice social distancing, create not only health risks, but also challenging encounters for your election workers. Concern over these situations may be an impediment to recruiting and retaining election workers, and responding can impact the orderly, timely operations of the voting location.

County election officials should keep two important goals in mind as you develop plans for handling them. First, minimize risk. Secondly, communicate to your election workers that risk can be minimized, that the situation can be handled without incident, and that they have procedures that will minimize confrontation and risk. Also let election workers know that when risk mitigation efforts prove insufficient, there are additional protocols to protect them and their voters.

Help workers understand that such voters must be allowed to vote, and that allowing them to vote—as safely as possible under the circumstances—will help prevent incidents like those seen in social media, most of which take place in settings where people are in fact barred from entry for not wearing face coverings.

An important underlying aspect of the plan is that face coverings and physical distancing are overlapping and to some degree duplicative protective measures. Face coverings lower the risk of brief breaches of physical distancing. Accordingly, if a voter refuses to wear a mask, greater care must be given to maximizing physical distancing.

During the voting process, the primary areas of focus must be:

- Waiting to check in (i.e. waiting in line)
- Checking in (with election staff)
- Waiting for a voting booth
- Voting
- Casting the ballot

At each step, election workers must be familiar with a plan that:

1. Attempts to keep all involved calm and limits potential escalation;
2. Doesn't unduly delay a voter without a face covering;
3. Communicates effectively with the voter;
4. Maintains physical distancing for workers and other voters; and
5. Provides a course of action if a situation escalates.

Observers who refuse face coverings

County elections officials should refer to state or local health directives regarding face coverings in indoor public locations to address situations where an elections observer refuses to wear a face covering.

Conflict, De-escalation and Seeking Back-up

Experience suggests that face coverings are a common if unfortunate point of conflict, but that few people object to distancing once they understand that they will be allowed to vote with or without a face covering. However, voters who arrive expecting conflict may have difficulty recognizing their right to vote is being respected because of their stress level on arrival.

Election workers will need to rise above the anger, using de-escalation measures to lower the stress level of the voter and reach the best possible outcome.

Since election workers themselves will also find these encounters stressful, it will be helpful to practice de-escalation measures beforehand, as well as those measures required when de-escalation fails, using role-playing. Key elements:

- Speak with a calm voice at a normal volume and communicate with posture and expression that you are confident the voter will understand that their right to vote will be respected.
- Resist the urge to engage on the underlying objection.
- Repeatedly use words like “You’re going to get to vote. We will get you to the voting booth as quickly as possible.”
- Remember that serving the voter quickly, with less conflict, will best ensure your safety and that of other workers and voters.

Seeking Back-up When De-Escalation Fails

County elections officials should determine the appropriate response when de-escalation related to face covering fails—building security or law enforcement—and provide that information for each worksite.

- Election workers should role-play the possibility of a negative outcome to de-escalation.
- Consider how to recognize that de-escalation is failing:
 - Look for changes in posture or tone from the voter that suggest they are getting angrier despite de-escalation attempts.
 - Election workers should be provided with instructions to call the county elections office if they feel threatened or intimidated, if voters feel threatened or intimidated, or if a disturbance of any kind occurs. Election workers should be instructed to call local law enforcement first if they believe the safety of any person in the polling place is in jeopardy.
 - Make sure that more than one election worker is present in any situation of conflict, with one worker engaging the voter, the other standing back to assess where the encounter is trending.
 - Consider whether time devoted to the upset voter is significantly delaying other voters in deciding when to seek outside help in dealing with the situation.

- Settle on a method for calling in back-up from security or law enforcement if needed.
 - For instance, communicating with fellow election workers using a safe, coded phrase (“Is John here?” where no one named John is working) that they will recognize as expressing a need for security or law enforcement assistance.
 - Have relevant phone numbers readily available – keyed into election worker phones, for instance.

Waiting to Check In: The Primary Defense is Physical Distancing

If workers become aware of a voter waiting without a face covering, and confirm that the voter is unwilling to put on a face covering, they should stand at a distance to speak with the voter.

- Reassure the voter that their right to vote expeditiously will be respected.
- Ask whether they are willing to maintain appropriate distance from voters in front of them and from workers at check in and scanning stations.
- The primary defense in this instance is physical distancing.
 - Also, avoiding conflict will minimize the volume of air exchange, while shouting and excitement can maximize air exchange and risk.
- Inform the voter of any marginally different processing to expect at forthcoming stages of the voting process.

Where Distance is Insufficient

In the case of voters that refuse to maintain social distance; or for officials that need a more stringent policy, can sustain the administrative burden of a new process, and can manage any potential escalation, consider moving voters into a separate space while holding their spot in line.

- Explain to the voter that they will be checked in without delay and their place in line will be held for them; that you recognize their right to vote (without reference to their decision on face covering), but that the situation will require modified procedures.
- Take the voter's information on a clipboard - name, address and other information needed. Have the voter verbally verify the accuracy of their information.
- Select a worker in charge of monitoring the line and summoning the voter at the appropriate moment, and introduce them to the voter.

- Direct the voter to wait in an appropriate space you have selected - an outdoor space, in their vehicle, or a larger indoor space away from others. If such a space has sight lines with the check-in, that will reassure the voter that they know what is happening.
- Summon the voter when their place in line is next.
- Find the voter in the e-pollbook or roster while they approach to minimize the duration of physical proximity.

In jurisdictions anticipating separating voters from the line, county election officials should consider providing an additional staffer and/or cell phones at busy sites to allow text coordination with a voter.

Check-In

At check-in, ensure physical distancing from election workers and other voters.

- Explain to the voter where you would like them to stand, if at a greater distance from check-in.
- If possible, ensure all check-in stations are appropriately distanced and protected with barriers.
 - If necessary, create at least one check in station that meets those requirements as a designated station for voters without face coverings.
 - In the event neither option is viable, it may be necessary to move surrounding check-in stations to appropriate distance or to pause check-in while such voters are handled.
- Use pauses to allow distancing between tasks, asking the voter to move forward to the table, then back to the standing point, the poll worker doing the same. These create a moving six-foot zone.

Voting and Waiting for a Booth

Prepare a voting booth that is physically distanced from other booths and stations. It's possible that all booths will fit these criteria in your standard set-up.

County election officials should consider whether one or more booths could be equipped with plexiglass to allow further division of air space.

- Explain to the voter which booth they will need to use.
- Reiterate that they will be handled as quickly as possible, stressing that you do need

to maintain physical distance between them and other voters and workers.

- If necessary, move surrounding voting booths.
- Judge how quickly such a booth can be available and inform the voter.
- If the wait time will be long because only a certain booth is appropriate, consider whether there is appropriate waiting space to allow physical distancing within the site, or follow the procedures described above in the Waiting to Check In section.
- When an appropriate voting booth becomes available, direct the voter, with consideration for a route six feet from other voters and workers.
- Explain that you would like the voter to let you know when they have completed marking their ballot, so you can create distance as they go to cast it.
- Disinfect the voting booth, following instructions appropriate for the equipment and booth, after the voter leaves.

Casting the Ballot

When the voter indicates they are ready to cast their ballot, direct them to the ballot scanner, with consideration for a route keeping them six feet from other voters and workers.

- If necessary, hold the voter back at a six-foot distance while a previous voter completes the process; and delay any other voters while the scofflaw voter casts their ballot.
- Explain any distinct procedures to the voter.
- If election worker intervention is necessary, follow the move-forward, step-back process described in the Check-In section.
- Direct the voter to the exit, with care for a route that maintains six feet from other voters and workers.

Media, Social Media and Direct Communication

County elections officials should use all channels of communication to encourage voters to vote safely. The message should include the following components:

- Voting by mail is a safe choice to avoid exposure to COVID-19 while voting.
- If you are unable to vote or return your ballot by mail, there are alternatives to provide a ballot replacement or to help you cast a ballot without entering a voting site.

- Messaging should enumerate available options, including methods for requesting a replacement, drop boxes, drive-through locations and/or curbside voting.
- If you must enter a voting location, please:
 - Wear a face covering.
 - Maintain physical distance of at least six feet from people not from your household.
 - Use hand sanitizer before approaching the check-in station and after voting.
 - Follow any additional guidance provided at the voting location.

Channels for communication should include:

- News media in your area.
- Social media.
- Direct communications with voters, in mandated languages and others as feasible.
- County and/or elections department websites. Consider creating a COVID-19 safety page on your website and providing a link in all routine communication with voters.

Alternative Methods for Issuing and Collecting Ballots

The recommended alternative for voters to avoid exposure is by returning the ballot mailed to them in a manner other than going to an in-person voting location. Various complications could prevent some voters, including some voters with disabilities, from using that ballot or from putting it in the mail for a timely return. Establishing alternatives and communicating those options can help reduce the need for voters to go to voting locations.

Remote Accessible Vote-by-Mail (RAVBM)

RAVBM will be an important alternative for voters unable to use a standard mail ballot, who might otherwise need to use accessible voting equipment at a voting location. Communicate with past RAVBM voters and organizations that serve people who might be in need of RAVBM. Counties are encouraged to launch RAVBM notification plans for RAVBM registration as early as possible.

Drive-Through Drop-Off

Voters distrustful of mail service or late in completing their mail ballot can still be nudged to avoid in-person voting locations by providing a convenient, non-mail alternative for returning their ballot. A drive-through drop-off site allows voters to drop their ballot in a secure drop box without leaving their vehicle.

Drive-Through Voter Services

Counties should also consider a drive-up alternative for other services provided at voting locations such as check-in, receiving a voter registration form or receiving a replacement ballot.

A drive-through location can help certain voters with disabilities, and also provide a back-up for any voting location that might be forced to shut down. Prior to the November 3, 2020 General Election, counties should consider what equipment and materials would be necessary to set-up a drive-through option.

Drive-Through Voting and COVID-19 Impacted Voters

A drive-through, or curbside, voting location offering a broad set of services as described above may be especially useful as an alternative for voters who believe they are or may be COVID-19 positive. However, providing such a service carries a higher risk of transmission to workers. Extra care should be provided to help protect workers in this environment including providing a full set of protective equipment and additional safe operating protocols.

Replacement Ballots

Some voters will not receive their mail ballot, will receive a damaged ballot or will spoil their ballot in some way. Providing convenient methods to request a replacement can deter a visit to a voting site.

Counties should consider Elections Code section 3014 when accepting requests for replacement ballots.

The Secretary of State's Office encourages counties to accept the California Late Vote-by-Mail Ballot Application Form (with translations): <https://elections.cdn.sos.ca.gov/vote-by-mail/pdf/late-vote-by-mail-application.pdf>.

Guidelines for Distinct Work Areas and Tasks

Voting Locations: Special Considerations for COVID-19 Prevention

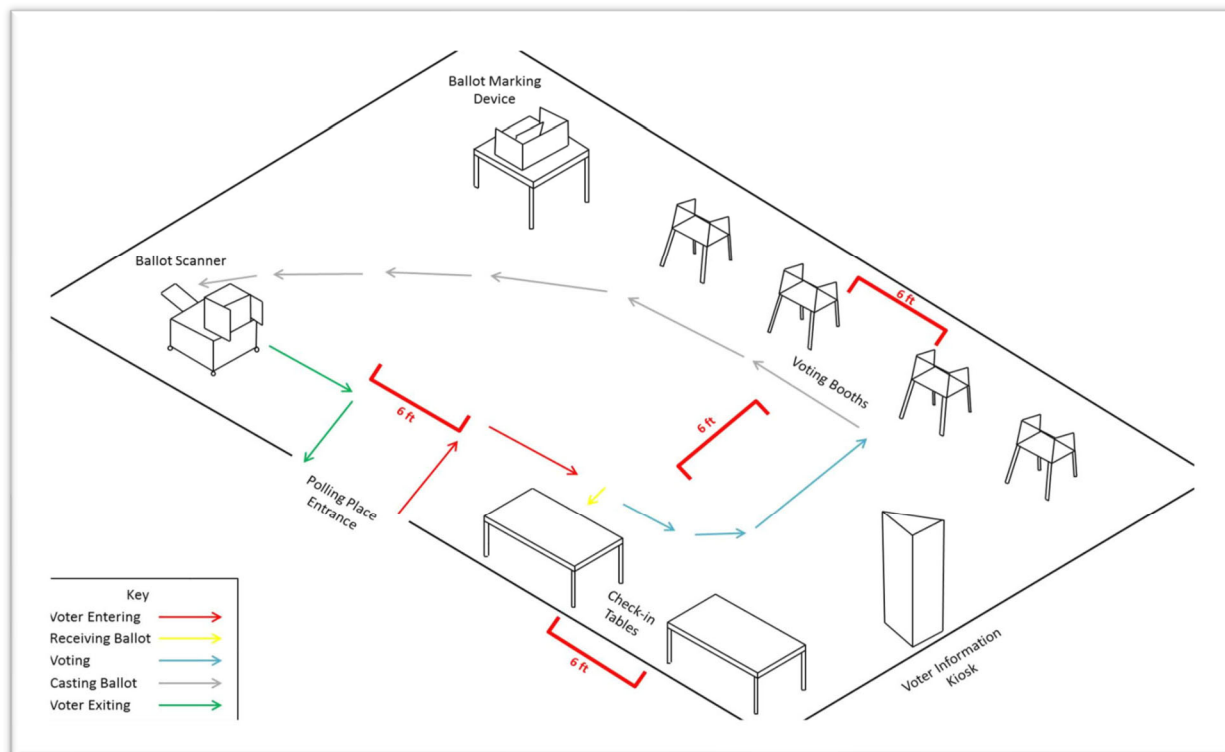
Physical Distancing Considerations for the Voting Location

Counties should observe all guidelines in the Physical Distancing Guidelines section of this document, notably the standard of six feet of separation.

Special distancing considerations for voting locations include both layout and the signage and visual cues that will help voters and observers understand where to stand and move.

Layout

County elections officials should, to the extent possible, provide custom layouts for voting locations, especially for high traffic sites. Where that is not possible, a set of model layouts should be provided to election workers showing how different spaces can be organized.



Positioning check-in and scanner near entrance/exit allows traffic flow with few crossing paths.

- Workers should maintain physical distance during set-up to the extent possible.
- Stations and booths should be placed to create physical distance:
 - Between check-in stations.
 - Between voting booths.
 - Between the ballot box and queueing space.
- Booth placement for distance should not compromise the privacy of any voter.
- If feasible, create clear and separate directional entry and exit paths.
- Where voting sites are used as alternate return sites for mail ballots, drop-off options should be provided either outside the voting location (ideal) or near the entrance in order to limit the number of people who need to enter.

Signage and Visual Cues

- Use clear signage to indicate appropriate distances to maintain.
- Place markers on the floor to help voters maintain appropriate distance from each other (use colored tape at each six-foot interval).

Other Distancing Considerations

- To the extent feasible, limit the number of nonessential visitors at voting locations.
 - Encouraging voters to leave children at home.
 - Encouraging observers to work in shifts rather than remaining present.
- Require voters and election workers to avoid greeting others with physical contact.

Cleaning, Disinfection and Ventilation in the Voting Location

Counties should have voting locations deep-cleaned before, during and after the November 3, 2020 General Election.

- Deep cleaning expenses are reimbursable under the new Coronavirus Aid, Relief, and Economic Security (CARES) Act.

Counties should work with facility management and election workers to address the following three key areas below:

- Upgrading procedures followed by cleaning staff.
- Ensuring routine cleaning and disinfection by election workers.
- Improving fresh air intake and limiting recirculation.

Supplies

Counties should provide cleaning and disinfection supplies including:

- Hand-sanitizer sufficient for workers, observers and voters for use before and after voting.
 - Sanitizer should be available at each check-in station and at the exit.
- Disinfecting wipes or cleaning supplies appropriate to each item of equipment.
 - Guidelines specific to each voting system vendor are in Appendix A.
 - Guidelines for other types of equipment are given in this section below, by equipment type.
 - Failure to follow vendor guidance may void warranty or cause equipment failure.
- Wipes and/or cloths and disinfectant in sufficient quantity to disinfect surfaces and objects routinely.

Election Workers and Cleaning

Election workers should recognize that routine cleaning will need to be part of their job duties. A best practice is to create an additional position on the election worker team with the singular responsibility of cleaning the facility and staffing a disinfection operation. All workers should be trained on routine cleaning and disinfection:

- Frequently disinfecting commonly used surfaces, such as door handles, voting booths, pens, styluses, activation cards and the voting equipment.
- Ensuring hands are dry (sanitizer fully evaporated) before handling ballots. This applies to workers and voters.
 - Cleaning and disinfecting election equipment, as provided in Appendix A.

Voting Equipment

Clean commonly used surfaces on the voting equipment frequently. See vendor-specific information in Appendix A for cleaning of election equipment used by voters.

Electronic Pollbooks

Clean the signature pad and stylus between each check-in and when switching e-pollbook users. See vendor-specific information in Appendix A for cleaning of election equipment.

If a printer is used with the e-pollbook, when loading printer paper, wipe the printer tray and buttons. Never spray cleaner directly on the printer. See vendor-specific information in Appendix A for cleaning of election equipment.

Accessories and Voting Equipment for Voters with Disabilities

Special care should be taken in disinfecting equipment before use by voters with disabilities, because they may interact with the equipment in different ways, and some may have unique health vulnerabilities. Some items of concern:

- Accessibility controls for voting equipment should be cleaned before and after each use.
- Single-use disposable ear covers for device headphones should be used.
 - Replace covers after each use, washing hands before touching them.

Ballot-on-Demand Equipment

The exterior of ballot-on-demand equipment, including the body of the printer, can be wiped down with a disinfectant solution as frequently as is deemed appropriate.

Cleaning of internal parts to ensure proper mechanical function is beyond the scope of this guide. As with other mechanical and electronic equipment, take care not to allow liquid inside, nor to apply it in quantity. Use damp but not wet cloths. See vendor-specific information in Appendix A for cleaning of election equipment.

Monitors and Displays

Use only a cleaner intended for use on a screen or display. Do not use window cleaners, household cleaners nor any other cleaner not expressly recommended for screens or displays.

As with other mechanical and electronic equipment, take care not to allow cleaning liquid inside, nor to apply it in quantity. Use damp but not wet cloths. See vendor-specific information in Appendix A for cleaning of election equipment.

Peripherals

Wireless or USB keyboards, mice and trackpads can be cleaned using a gentle disinfectant solution. Do not get moisture in any openings or use aerosol sprays, solvents, abrasives or cleaners containing hydrogen peroxide. See vendor-specific information in Appendix A for cleaning of election equipment.

Curbside Voting

Curbside voting presents unique challenges in a COVID-19 setting because election workers must carry materials and exchange them with the voter, approach the voter in a less familiar and controlled setting and the voter may have specific vulnerabilities to COVID-19.

In addition to all normal precautions outlined above, some considerations for election workers conducting curbside voting include:

- Putting gloves on before assembling the materials to be brought outside.
- Bringing hand-sanitizer for the voter to use before and after voting. (Also a face covering, if available.)
- Approaching the voter vehicle slowly, motioning to lower the window partially in order to talk through the process and remaining at six-foot distance until necessary.
- Wearing face coverings and asking the voter to do so if they are not.
- Maintaining physical distance to the extent possible, by approaching only briefly for necessary hand-offs of material and then moving back.
- Providing hand-sanitizer before materials have been exchanged, and again after the voted ballot and other materials are handed back.

Ballot Handling: Receiving and Processing

The expected expansion of vote-by-mail will serve to keep California voters safer, but it brings new challenges since it entails expanding staff and space devoted to the task while addressing COVID-19 safety. County elections officials should develop plans for Ballot Receiving and Ballot Processing.

Ballot Receiving

Voted ballots come from multiple sources: ballots brought to the office by mail carriers, by voters or their representatives and from drop boxes throughout the county. Receiving ballots in office is similar to other public service responsibilities, and county elections officials should follow guidelines already detailed above for physical distancing, disinfection and other preventive measures.

Ballot retrieval from drop boxes requires teams of at least two designated ballot retrievers. This setting will require new precautions to limit the risk of infection for these workers.

As with other duties, designated ballot retrievers should always wear face coverings and gloves, use hand sanitizer and wash their hands frequently. Since drop-box keys are essential security items, they should be signed in and out each day, so their handling should follow guidelines for disinfection of items touched by others.

The suggested physical distancing best practice for the designated ballot retrieval staff includes:

- Keeping staff pairings consistent from day to day to the extent possible.
- Traveling to each site in separate vehicles.
- Staying within sightlines of each other when traveling to and from ballot drop boxes, since arriving at a drop-box before a partner creates a ballot security risk.
 - Keeping the key in the trailing vehicle is best.
 - Partners should each have cell phones and exchange numbers.
 - If either vehicle loses sightline contact, both should stop and attempt to reach the other.
- If traveling with two separate vehicles is not feasible:
 - Consider using a larger vehicle, such as a van, to support physical distancing, and maximize fresh air flow in the vehicle.
 - Pay closer attention to pairing workers with consistency from day to day.
 - Place ballot retrieval staff as far apart in the vehicle as possible.
 - Ask staff at start and end of shift to confirm that both partners follow face covering guidelines.

Ballot Processing

The CDC has advised that the risk of contamination from processing paper ballots and envelopes, if proper hand hygiene and other precautions are taken, is low. The U.S. Postal Service (USPS) has seconded that reassurance, even taking into account that most envelopes, including ballot envelopes, are sealed by licking. USPS states that the risk of transmission through contact with mail is low because mail is exposed to many different conditions of pressure, weight and abrasion while in transit. Contact with ballot envelopes dropped off by voters is also considered a low risk.

Nevertheless, election workers and observers should still follow all procedures and precautions in this guidance document. In particular:

- Always use disposable gloves when handling ballot envelopes.
- Follow all guidelines for glove use outlined in the section on Protective Equipment above.

In addition, county elections officials should consider how the expansion of mail voting will increase the number of workers required for processing, how much additional space is required to allow physical distancing for them and how to prevent necessary exchanges of physical materials from bringing workers into close contact more often than needed.

- Consider whether the traditional space for ballot processing has appropriate ventilation for COVID-19 safety, since as a small operation, ballot processing has often been done in basements or small mail rooms.
- Use staging tables where bins, forms and other materials can be left by a staffer, then picked up by another, while maintaining physical distance.
- Consider how to maintain distance during completion of tasks that require partners for ballot security reasons.
 - Maintain consistent staff pairings from day to day whenever possible.

Election Observation

County elections officials can mitigate the health impacts of observation by requiring compliance with California Department of Public Health directives:

- Because observers act in a collective role, officials can limit the number of observers at one time, taking care to respect the needs of political parties to protect their interests and address their requirements.

- Observers must use face coverings. (Note: county elections officials are strongly encouraged to stay current on changes to public health guidance and state and local orders regarding the use of face coverings.)
- Observers must maintain physical distancing of six feet.
- Observers can be asked to take such other measures as hand hygiene, cough etiquette and general respect for cleanliness and sanitation.
- Where observers prove unwilling to comply with guidelines, county elections officials should work with the party, candidate or organization to resolve differences.
- Officials should consider ways to minimize interaction between observers and election workers.
- Observation is primarily an audio-visual activity, and video, particularly if supplemented by audio, may be an appropriate substitute for physical attendance during election processes that occur outside of the polling place.

Observing Central Processes

Efforts to mitigate the COVID-19 impact of observation will be different in centrally handled processes and in scattered voting locations.

For each of these central processes, a well-designed video program may provide a sufficient alternative, or a way to supplement in-person observation by a small number of observers:

- Logic and accuracy testing.
- Vote-by-mail processing before, during and after Election Day.
- Post-election canvass.
- Provisional vote processing.
- One-percent manual tally.
- Risk-limiting audits.

If video is not feasible, make allowance for the space and personal disinfection needs of observers as you build out these work areas.

Given that vote-by-mail ballots will make up a much greater percentage of the results than they have in the past, the demand for observation of mail processing is likely to be greater than in the past. County elections officials should make every effort possible to accommodate all requests for observation of mail processing, whether by video or in person, since that will do the most to help allay concerns.

Observing in Voting Locations

Observation in voting locations brings additional complications. Even with a limited number of early voting sites, there are likely too many activities across too broad an area for video to allow adequate observation. Providing video at all Election Day voting locations isn't feasible.

County elections officials shall give detailed guidance to election workers on how they should manage observation in their site:

- Assess how many observers can be safely accommodated in each site.
- Provide that information to election workers and observers ahead of time.
- Give simple messages for election workers to use if more observers seek entry than is permitted, or if observers refuse to comply with health guidelines.
- Train election workers in how to bring such situations up the chain of authority, since they may require notification of interested parties and even law enforcement involvement.

Election Training

Training elections workers to follow administrative guidance and manage elections fairly and efficiently is always a critical and challenging task. Given the vulnerabilities to COVID-19 of age cohorts that have traditionally supplied large numbers of election workers, county elections officials may be training more inexperienced election workers than ever before. A safe training plan should utilize all of the principles listed in this document to protect election workers during in-person, hands-on and/or remote training sessions.

Additionally, county elections officials can mitigate the health risks of in-person training in multiple ways.

Many technological aids to training already exist and are currently used by election officials. Online training can supplement and in some cases replace in-person training.

Software that allows simulations of physical action using drag-and-drop actions (i.e., pulling a ballot across the screen to the scanner) can be valuable.

Video conferencing training can be an appropriate substitute for physical attendance during training.

Appendix A: Voting System Cleaning and Safe Use Guides

California voting technology vendors have provided specific voting equipment recommendations, listed in alphabetical order by vendor name below. In addition, the U.S. Election Assistance Commission (EAC) links to vendor-specific guidelines here, and the EAC regularly updates this information:

www.eac.gov/election-officials/vendor-and-manufacturer-guidance-cleaning-voting-machines.

Dominion Voting Systems

Equipment can be wiped down with a clear isopropyl alcohol/water-based solution using a lint-free wipe. To clean and sanitize, it is best to use a mixture of 70% alcohol and 30% water or stronger mix solution. Use at least 70% alcohol. Follow these guidelines:

- Do not use solutions that contain ammonia, nor acidic, alkali or other caustic chemicals.
- Do not use vinegar-based solutions.
- Do not use coarse cloths or paper towels.
- Do not spray cleaning/disinfecting agents directly on the ImageCast tabulator or ICX Touchscreen.
- To avoid spotting, make certain that equipment screens are wiped dry.
- Do not leave puddles.
- Do not wipe or wet paper ballots.

For ICX Touchscreens, ImageCast Precinct or ImageCast Evolution systems, thoroughly clean/disinfect all units in every voting location each morning before powering them on. Clean the units again in the evening after they have been powered off.

- Follow the CAUTION information in the enclosed instructions to prevent damage to your voting system touchscreens and tabulators. Cleaning/disinfecting the units while they are powered on is acceptable; however, moist wipes may alter the touch sensitivity of screens until the moisture is removed. Additionally, some screen buttons may be inadvertently activated during wipe down.

- Regular alcohol wipes can be used for cleaning activation cards and non-porous privacy sleeves.
- These products are intended solely for cleaning/disinfection of the exterior of the tabulators. Do not apply to interior components.

For ImageCast Tabulators:

- Clean/disinfect with a mix of isopropyl alcohol and water solution with a ratio of at least 70% alcohol, up to 100% straight isopropyl alcohol.

Recommended Cloths and Wipes:

- 3MTM Scotch-Brite Electronics Cleaning Cloth
- TECHSPRAY 2368-2 LCD and Plasma Screen Cleaning Wipes Disinfectant
- KIMTECH One-Step Disinfectant Wipes

Instructions for Cleaning and Disinfecting an ImageCast Tabulator or ICX Touchscreen:

1. Power-off the unit and all attached peripherals, OR ensure that the unit is in the 'Idle' mode.
2. Spray a small amount of cleaning/disinfecting agent onto the cloth (not directly on the unit).
3. Wipe the touchscreen, Cast/Return buttons and any other external surfaces that are accessible to the user.
4. Wipe down other handheld accessories such as Smart Cards, ATI, headsets, etc.
5. Use a dry cloth to wipe any excess moisture.
6. Power the unit back on, if required.

Other recommended methods for keeping the system clean includes:

- Wear gloves. The PCap/resistive touchscreens work well with latex gloves.
- Consider using a PCap stylus (either disposable or disinfect the stylus after each use).

Hart InterCivic

All Hart equipment can be wiped down with a 70% clear isopropyl alcohol, 30% water- based solution using a lint-free wipe that has been slightly dampened (hand alcohol wipes are fine). It is best to do this for every voter. No other ingredients or fragrance-based solutions should be used or admixed.

Please refer to pages 227 and 339 of the Hart InterCivic California Use Procedures.

To avoid spotting:

- Make certain that equipment screens are wiped dry.
- Do not leave puddles.
- Do not wipe or wet paper ballots.
- Do not use any other type of ammonia, bleach or detergent-based solutions on Hart equipment, as these may be harmful to the screens or the plastics surrounding the displays.

For counties handing out a touchscreen stylus to sanitize after each voter use as opposed to cleaning the device after each use, please use a stylus that meets one of the below:

- Option One: a stylus that has a rubber head (preferred).
- Option Two: a stylus with hard tip/head and the head should be round and greater than 1mm (.040" diameter tip).
- NOTE: Do not use a stylus with a sharp point.

Elections Systems and Software (ES&S)

These procedures apply to all ES&S devices. Procedures may be used on all surfaces including touchscreens, ADA peripherals, input trays, ballot boxes, stands and external surfaces of the equipment. Following these steps will clean and disinfect. These steps may be conducted while the device is running, but must only be applied to external surfaces.

Please refer to the following pages in the ES&S California Use Procedures for cleaning instructions:

- DS200 – Pages 132-135
- DS450 & DS850 (Central Count) – Pages 139-140

- ExpressVote – Pages 153-1158
- ExpressVote XL – Pages 159-165

Use one of the following for cleaning:

- Soft, lint-free cloth with isopropyl alcohol (70%)
- ES&S Touchscreen Cleaning Kit
- Alcohol wipes

To clean and disinfect the external surfaces of the device:

- Lightly dampen (do not soak) a soft, lint-free cloth with isopropyl alcohol.
- Using gentle pressure and circular motions, wipe the surface until clean. To disinfect, maintain contact with the surface for a sustained duration, between 30 seconds and 10 minutes depending on the product.

For the ExpressVote XL, the touchscreen manufacturer recommends disinfectants should not touch the black sensor tracks along the edges of the screen. Exposing the sensors to disinfectants may damage the entire touchscreen. Instead, focus cleaning on the areas where voters come in contact with the touchscreen. Important: Be careful not to scratch touchscreens.

For ExpressVote, DS200, DS450, DS850 and ExpressTouch touchscreens, the following may be used:

- Household bleach solution (1/3 cup bleach per gallon of water)
- Clorox Disinfecting Wipes
- Clorox Healthcare Bleach Germicidal Wipes
- Clorox Commercial Solutions Hydrogen Peroxide Cleaner Disinfectant Wipes.
- Lonzagard Disinfectant Wipes
- Lysol Brand Clean & Fresh Multi Surface Cleaner (20% cleaner solution to water ratio)
- Purell Professional Surface Disinfectant Wipes
- Sani-Cloth Prime Germicidal Disposable Wipes

For ExpressPoll touchscreens:

- PDI Sani-Cloth Plus
- Covidien Alcohol Prep pads
- CaviWipes
- Clorox Healthcare Bleach Germicidal Wipes
- Total Solutions Disinfectant Wipes

To ensure equipment is not damaged during cleaning:

- Do not use full-strength, harsh detergents, liquid cleaners, aerosols, abrasive pads, scouring powders or solvents unless otherwise noted. Disinfectant sprays, such as Lysol, are not permitted and will damage the touchscreen.
- Avoid highly concentrated solutions (alcohol exceeding 70%, bleach or ammonia) as these may cause discoloration.
- Liquids should never be applied directly to the unit.
- Do not soak the cloth with solution so that moisture drips or lingers on the external surface.
- Prolonged exposure to alcohol will disinfect the equipment but may remove the sheen on plastic surfaces. This will not affect the structural integrity of the equipment.
- Do not allow cleaning solutions to come in contact with ballot stock.

Tenex Software Solutions

While using Precinct Central Touchpads, there is the potential for fingerprints and bacteria to build up on the surfaces of the units. The use of these procedures throughout the election will help to maintain a clean and sanitary check-in station.

Suggested Supplies:

- Alcohol Wipes
- Microfiber Cleaning Cloths

- Isopropyl Alcohol (70%)
- Gloves
- Hand Sanitizer

Warning: Do not use window cleaners, household cleaners, compressed air, aerosol sprays, solvents, ammonia, abrasives or cleaners containing hydrogen peroxide to clean the Touchpad units. The use of abrasive material could damage the Touchpad units as well as diminish their overall operations.

Follow the steps below to clean and disinfect each of the components of the Touchpad units.

Carrying Case

- Clean and disinfect prior to transporting or opening the carrying case using alcohol wipes.
- Remove one (1) alcohol wipe from its packaging or container.
- Using gentle pressure, wipe the handle and latches on the carrying case.
- Dispose of the used alcohol wipe.

Flip & Share Stand

- Clean and disinfect hourly and as needed during regular use with alcohol wipes.
- Unplug the power cable from the iPad.
- Remove one (1) alcohol wipe from its packaging or container.
- Using gentle pressure, wipe the frame around the iPad and base of the Flip & Share.
- Plug the power cable back into the iPad.
- Dispose of the used alcohol wipe.

iPad Tablet

Clean and disinfect daily and as needed during regular use using a microfiber cleaning cloth and isopropyl alcohol.

- Unplug the power cable from the iPad.

- Power off the iPad.
- Lightly dampen (do not soak) the microfiber cleaning cloth with isopropyl alcohol.
- Using gentle pressure and circular motions, wipe the iPads touchscreen surface until clean.
- Plug the power cable back into the iPad.
- Power on the iPad.

Note: The iPad will automatically power on if it is plugged into a working power source.

Important Reminders:

- Avoid getting moisture in any of the openings of the iPad.
- Do not apply the isopropyl alcohol directly onto the surfaces of the iPad.
- Do not use cleaning products or compressed air on the iPad.

Thermal Printer

Clean and disinfect daily and/or as needed during regular use using alcohol wipes.

- Power off the thermal printer.
- Remove one (1) alcohol wipe from its packaging or container.
- Using gentle pressure and circular motions, wipe the top and sides of the thermal printer until clean.
- Dispose of the used alcohol wipe.

Touchscreen Stylus

Clean and disinfect after each voter check-in using alcohol wipes.

- Remove one (1) alcohol wipe from its packaging or container.
- Using gentle pressure, wipe down the touchscreen stylus.
- Dispose of the used alcohol wipe.

KNOWiNK

Cleaning the iPad

Using an alcohol wipe, you may gently wipe the hard, nonporous surfaces of your Apple product, such as the display, keyboard, or other exterior surfaces.

- Unplug all cables and turn off the iPad.
- Use a soft, slightly damp, lint-free cloth—for example, a lens cloth.
- If material is still present, use a soft, lint-free cloth with warm soapy water.
- Avoid getting moisture in openings.
- Do not use cleaning products or compressed air.

Suggested Supplies:

- Clorox Disinfecting Wipes.
- 70% isopropyl alcohol wipe.

Warnings: Do not use window cleaners, household cleaners, compressed air, aerosol sprays, solvents, ammonia, abrasives or cleaners containing hydrogen peroxide to clean an iPad. An iPad has an oil repellent coating on the screen. Rubbing the screen with an abrasive material will diminish its effect and may potentially scratch the screen. Do not use bleach. Avoid getting moisture in any opening

Disinfecting the Stylus:

Using an alcohol wipe, gently wipe the shaft of the stylus but be careful not to wipe the rubber tip of the stylus.

- Only the main body of the stylus should be wiped with a disinfectant. Prolonged exposure of the rubber tip to alcohol or other disinfectants will decrease the useful life of the rubber tip.
- Should the rubber tip deteriorate beyond effective use, replacement tips may be ordered from KNOWiNK.

Los Angeles County VSAP (Smartmatic)

IMPORTANT CLARIFICATION: Cleaning and disinfecting are not the same, but both are important hygiene routines for election equipment.

- Cleaning refers to the physical removal of foreign material such as dust and soil. The process of cleaning physically removes rather than kills microorganisms. The cleaning process is accomplished with water, detergents and by mechanical action.
- Disinfecting refers to the inactivation of microorganisms. Surfaces should be cleaned thoroughly before effective disinfection can take place. Disinfection products require U.S. Environmental Protection Agency (EPA) registration.

Procedures for cleaning and disinfecting Smartmatic Electronic Equipment

The following procedures may be used on all Smartmatic devices, including Ballot Marking Devices (BMDs), tabulating machines, scanners, peripherals, cables and connectors, ballot boxes and accessories. These steps may be conducted between individual voter uses with the device plugged in. However, it is always safer to power down and unplug a device for thorough cleaning at the end of the day.

- Step 1: Clean external device parts such as carry cases, ballot boxes and accessories with a damp microfiber cloth and a mild liquid detergent. Dry surface thoroughly after cleaning.
- Step 2: Disinfect surfaces using an EPA-approved disinfecting wipe. Note: disinfecting wipes, particularly those containing bleach (sodium hypochlorite), may cause discoloration on plastics.
- Privacy Flaps. The disinfection process for the privacy flaps involves cleaning, then disinfection. First, clean the privacy flaps with a damp microfiber cloth and mild liquid detergent. Second, disinfect by spraying alcohol (72%) directly on both the lining side and the polyurethane (PU). To properly disinfect the internal lining, wait until the alcohol has dried and simply use a dry microfiber cloth to wipe out any dust. To clean the PU, wait until the alcohol has dried, add cleaning naphtha on a dry microfiber cloth and gently disinfect the surface of the PU.
- The best disinfecting agent for all other device parts/surfaces is isopropyl (rubbing) alcohol. Use alcohol-based wipes or solutions containing at least 72% alcohol to clean screens, bezels, buttons, privacy screens, control panels, etc.
 - Use lint-free alcohol wipes or apply isopropyl alcohol to a soft lint-free cloth, such as microfiber.
 - Bleach or Clorox are not options to clean the devices.

- Apply cleaning solution using microfiber cloth, not directly onto the device.
- Only dampen the cloth. Wring it out before use. Be sure it is not wet or soaked. It should not drip.
- With the exception of the Privacy Flaps, do not spray any liquid cleaner directly onto any other part of the device, particularly the touchscreen, as liquid may seep inside and damage electronics.
- Direct contact with liquid could damage the keypad, input connector or other parts of the complete unit.
- Avoid using too much force when wiping.
- Dry surface thoroughly with a clean, dry microfiber cloth after cleaning.

Appendix B: Other Information Resources

In addition to the guidance outlined above, county elections officials are encouraged to stay up-to-date with the most recent information possible regarding COVID-19. Counties are encouraged regularly visit the following websites for more information:

COVID-19 General Health and Safety Links

Centers for Disease Control (CDC):

www.cdc.gov/coronavirus/2019-ncov/index.html

CDC page on PPE, with guidelines for proper use of face coverings:

www.cdc.gov/coronavirus/2019-ncov/hcp/using-ppe.html

California Department of Public Health:

<https://covid19.ca.gov/industry-guidance/#top>

California Division of Occupational Safety and Health (Cal/OSHA):

www.dir.ca.gov/dosh/coronavirus/Health-Care-General-Industry.html

World Health Organization (WHO):

www.who.int/emergencies/diseases/novel-coronavirus-2019

Sick Leave and Medical Coverage Information

California Labor & Workforce Development Agency:

www.labor.ca.gov/coronavirus2019/#chart

Election-Specific Advice from Agencies and Institutions

U.S. Election Assistance Commission (EAC):

<https://www.eac.gov/election-officials/coronavirus-covid-19-resources>

U.S. Federal Voting Assistance Program (FVAP):

<https://www.fvap.gov/COVID-19>

U.S. Centers for Disease Control (CDC) Recommendations for Election Polling Locations:

www.cdc.gov/coronavirus/2019-ncov/community/election-polling-locations.html

Cybersecurity and Infrastructure Security Agency (CISA):

www.cisa.gov/covid-19-and-elections

National Association of Secretaries of State (NASS):

www.nass.org/resources/issue-briefing-election-emergencies-covid-19

National Association of State Election Directors (NASED):

www.nased.org/covid19

National Conference of State Legislatures (NCSL):

www.ncsl.org/research/elections-and-campaigns/state-action-on-covid-19-and-elections.aspx

Massachusetts Institute of Technology (MIT) Election Data and Science Lab:

<https://electionlab.mit.edu/elections-and-covid-19>

Appendix C: Preventing COVID-19 Poster

See following page.

Help Prevent the Spread of COVID-19

Elections Staff Must:



Work at least 6 feet apart
from other staff

Use partitions if 6 feet
separation is not possible



Wash your hands often
with soap and water for at
least 20 seconds, especially
after blowing your nose,
coughing, or sneezing



Wear gloves
(when appropriate)



Stay home
if you are sick

Avoid close contact with
people who are sick



Wear a face mask

You could spread
COVID-19 to others even
if you don't feel sick



Regularly sanitize
work items such as
keyboards, pens, and
any shared materials

BECOME AN ELECTION WORKER

EARN UP TO \$1,180



- Represent your community
- Support democracy
- Help voters
- Be a part of Election Day

Apply online @ LAVote.net
or call: (800) 815-2666 Option 7

Application on back



LAVote.net



Election Volunteer Application

Please print clearly

Legal Name: First _____ Middle Initial _____ Last _____

Home Address: _____ City: _____ Zip Code: _____

Mailing Address (If different from home address): _____ City: _____ Zip Code: _____

Work Address: _____ City: _____ Zip Code: _____

Home Phone: _____ Cell Phone or Alternate Phone: _____

E-mail: _____

Date of Birth: Month: ____ Day: ____ Year: ____

Have you served as an Election Volunteer (Pollworker)? Yes _____ No _____

Do you speak and understand a language(s) other than English? No _____ Yes _____ If yes, which language(s)? _____

Do you have transportation? Yes _____ No _____

How far are you willing to travel? (Please select) ☐ Up to 5 miles ☐ 5 to 10 miles ☐ 10 to 20 miles ☐ 20+ miles

Please check if you are willing to volunteer in any of these areas, if not, we still need your help. (Please check)

- | | | | | |
|---------------------------------------|-------------------------------------|--|--|---|
| <input type="checkbox"/> Bell Gardens | <input type="checkbox"/> El Monte | <input type="checkbox"/> Los Angeles | <input type="checkbox"/> Redondo Beach | <input type="checkbox"/> Torrance |
| <input type="checkbox"/> Calabasas | <input type="checkbox"/> El Segundo | <input type="checkbox"/> Paramount | <input type="checkbox"/> San Fernando | <input type="checkbox"/> Venice |
| <input type="checkbox"/> Carson | <input type="checkbox"/> Encino | <input type="checkbox"/> Pasadena | <input type="checkbox"/> Santa Monica | <input type="checkbox"/> West Covina |
| <input type="checkbox"/> Compton | <input type="checkbox"/> Inglewood | <input type="checkbox"/> Pico Rivera | <input type="checkbox"/> Sun Valley | <input type="checkbox"/> Woodland Hills |
| <input type="checkbox"/> Diamond Bar | <input type="checkbox"/> La Puente | <input type="checkbox"/> Rancho Palos Verdes | <input type="checkbox"/> Sylmar | |

I am at least 18 years or older. Yes _____ No _____

I certify that I am a Registered Voter in California _____ or a Legal Permanent Resident of the United States (Green Card Holder). _____

I am available to volunteer from 6:00 a.m. - 9:30 p.m. on Election Day. Yes _____ No _____

Volunteer Election Workers must comply with legal restrictions imposed upon them including, but not limited to, restraining orders, restrictions imposed on registered sex offenders, or any other prohibitions or limitations on their presence at voting locations and must notify the County immediately if they are prohibited from serving at their assigned voting location.

I certify under penalty of perjury that all of the information in my application is true and correct and that any misrepresentation or false information will be cause for immediate termination from the County Election Worker Program. By affixing my signature below, I acknowledge that I have read and understand, and agree to comply with all of the above conditions and restrictions.

Signature: _____ Date: _____

Mail completed application to:

Los Angeles County Registrar Recorder/County Clerk
12400 Imperial Hwy
Pollworker Services Section Room 6211
Norwalk, CA 90650

Or Fax to (562) 462-3031

For RR/CC office use only:

Voter #ID: _____ Supervisorial District: _____

Home Precinct: _____

Assigned Precinct: _____ Date: _____

Outreach: _____ Polls: _____

Questions? Call (800) 815-2666 Option 7



Pollworker FAQs

What do pollworkers do?

- As a pollworker, you will be asked to set-up a polling place; help sign in voters, issue ballots, and assist with the closing of the poll. There are two different types of pollworkers: **Inspectors** and **Clerks**.

What is the difference between an Inspector and a Clerk?

- An **Inspector** is responsible for the overall operation of the polling place. Additionally, Inspectors are responsible for picking up polling place supplies prior to Election Day, working with other members of the precinct board to assist voters, closing the polls at the end of the night and delivering the ballots and supplies to Check-in Center (CIC).
- A **Clerk** is responsible for helping to set up the polling place, signing in voters, issuing ballots, demonstrating how to use the voting device, and receiving voted ballots back from voters. They also help close down the poll at the end of the night. Bilingual Clerks are especially needed to help serve the needs of limited English proficient voters.

How much are pollworkers paid?

- **Inspectors** can earn up to \$175 for working on Election Day (\$100 for working on Election Day, \$50 for picking up and dropping off the polling place supplies and voting equipment before and on Election Day, and \$25 for attending a 2 ½ hour in person training and completing Inspector online training).
- **Clerks** can earn up to \$105 for working on Election Day (\$25 for attending a 2-hour training and \$80 for working on Election Day).

What are the hours?

- Polling places operate from 7:00 a.m. to 8:00 p.m. on Election Day. All pollworkers arrive to their assigned polling place by 6:00 a.m. and end their day after the polls close around 9:30 p.m.

What if I am bilingual?

- We are especially interested in bringing bilingual pollworkers on board. Individuals who are fluent in English and, at least, one of the following eight languages: Chinese (both Mandarin/Cantonese), Hindi, Japanese, Khmer, Korean, Spanish, Tagalog/Filipino, Thai, and Vietnamese are strongly encouraged to participate as pollworkers.

How do I know if I am eligible to be a pollworker?

- To be a pollworker you must be a registered voter and a resident of Los Angeles County, a U.S. Citizen, and 18 years of age by Election Day. Students must be 16 years old, a U.S. Citizen with a GPA of 2.5 or above and attend a high school participating in the Star Student Pollworker Program.

Do you provide transportation for pollworkers?

- All pollworkers must find transportation to and from their poll location on Election Day. However, every attempt is made to assign individuals to polling places near their residence.

What are the requirements to volunteer my residence or business as a polling place?

- To volunteer your residence or business as a polling place, the facility must have:
 - At least 15 X 20 square feet; minimum of 400 square feet
 - Sufficient parking
 - Disabled accessible ramps and disabled parking
 - Access to a restroom on site.
 - Enclosed area with proper (adequate) lighting and heating
 - 1 to 2 tables with 4 to 6 chairs
 - Electric outlet for Precinct Ballot Reader
 - Poll location available between the hours of 6:00 a.m. to 9:30 p.m. (approx.) on Election Day

What is the stipend for volunteering a polling place?

- The stipend for volunteering your facility as a polling place is \$25 per precinct.

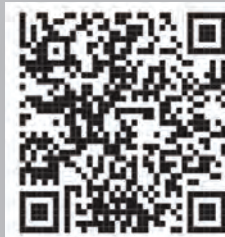
Can Pollworkers work part of the day?

- Poll workers serve the entire day.

If I have previously worked at the polls, do I need to reapply for each election cycle?

- Once you have worked at the polls on election day, your record will remain active and you do not have to apply again. If you want to determine whether you are still on the active Poll Worker file, call our office 1.800.815.2666 option 7.

www.LAVOTE.net



ATTACHMENT "H"



VOTING IN A TIME OF PANDEMIC

Jeff Klein

Manager of Civic Engagement, Community Relations & Legislation

September 8, 2020

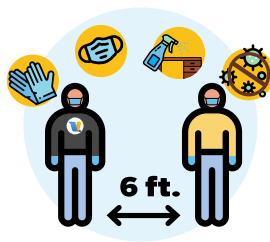
LAVote.net



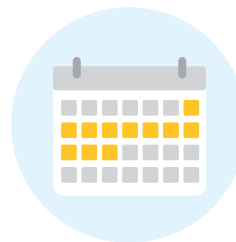
NOVEMBER GENERAL ELECTION SNAPSHOT



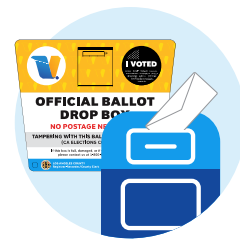
L.A. County currently has over **5.5 million** registered voters, all voters will be issued a Vote by Mail ballot
Approximately an additional **2.5 million** ballots



There will be safe in-person **Vote Centers** that will strictly follow State and County guidelines from public health and safety officials



We are planning to have **10 days** of voting available prior to Election Day



VBM Ballot Drop Box expansion

In March there were **206 Drop Boxes**, we plan to add more Drop Boxes throughout the County

LAVote.net



The Los Angeles County Registrar/Recorder/County Clerk recommends returning a vote by mail ballot to either a mailbox, official drop box, or a ballot box at a vote center.

Before you submit your Vote by Mail ballot make sure:

- Place your voted ballot card(s) inside the Official Return Envelope
- Securely seal the Official Return Envelope
- Sign and date the back of the Official Return Envelope



How to Return your Vote by Mail Ballot in L.A. County

DROP BOXES

There will be hundreds of safe and secure drop boxes beginning October 5

USPS RECOMMENDATION

Return your ballot early!

If your ballot is postmarked by Election Day and received within 17 days your ballot will be accepted



TRACK YOUR VOTE BY MAIL BALLOT

Subscribe to Where's My Ballot to receive real-time notifications

Where's My Ballot?

california.ballottrax.net

LAVote.net

10-Day & 5-Day Voting Period

10-Day Locations

- 75 locations (approx.)
 - 20 each in SD1, SD2
 - 15 in SD5
 - 10 each in SD3, SD4
- Hours: 10AM –7PM daily through E-1; 7AM –8 PM on Election Day

5-Day Locations

- Target 800 locations (approx.)
- Geographically balanced distribution within each Supervisorial District
- Hours: 10AM –7PM daily through Monday, November 2nd(E-1); 7AM –8PM on Election Day

Ballot Marking Device (BMD)

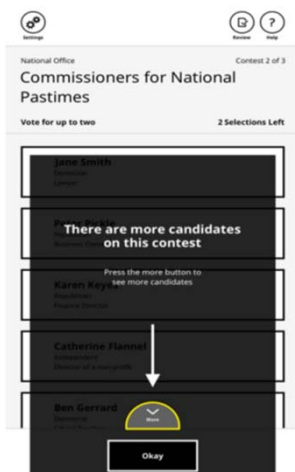


Key features:

- Paper ballot
- Fully secure – no internet or network connection
- Independent and private voting experience
- Fully accessible
- Display setting adjust text size and contrast

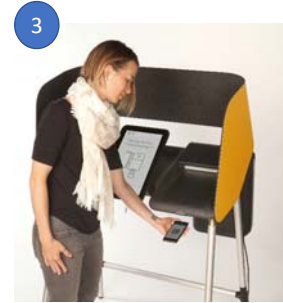
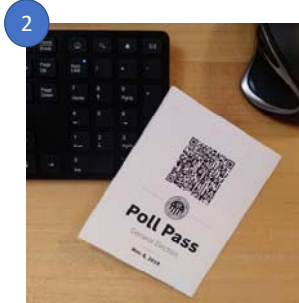
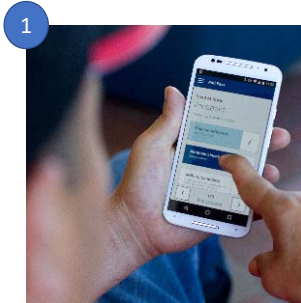


Ballot Marking Device (BMD): More Button



- Reengaged design experts to improve
 - Increased visibility
 - Improved functionality
- New design incorporates an overlay message that appears, as needed, before each contest (five or more candidates)
- Reviewed and tested by independent test lab (required by SOS)
- Increase voter education around “more” button

Interactive Sample Ballot (ISB)



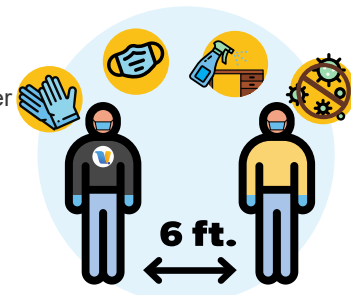
VOTER INFORMATION AND GUIDANCE RELATING TO COVID-19

All registered voters will be mailed a Vote by Mail ballot.

L.A. County will encourage voters to stay at home and vote using their mail-in ballot. Although, in this election we will offer in-person voting, and we will strictly follow the State and County's public health and safety guidelines to ensure we provide a safe voting environment.

COVID-19 Information for Voting In-Person:

1. Voters should wear a clean face-covering when visiting the Vote Center
2. Election Workers will be wearing protective gloves and masks
3. Social distancing will be enforced at the check-in and voting process
4. The Ballot Marking Devices will be sanitized after every voter
5. Gloves will be provided to voters upon request



TIMELINE

October 5

- Mailing of Vote by Mail Ballots
- First day Vote by Mail Drop Boxes open
- First day of early voting at RR/CC Headquarters*

**if there is not a State/County public closure due to COVID-19*

October 24

Vote Centers open:
10 AM to 7 PM

September 24

Mailing of Sample
Ballot Books

October 19

Official Registration Deadline

Important: if a voter is not registered
by this date they will not be issued a
Vote by Mail ballot

★ November 3

Election Day
7 AM to 8 PM



LAVote.net

Stay Engaged

Social Media: [@lacountyrrcc](#)

- Follow, like, and share
- Canned Messages

Website:

www.LAVote.net

Email:

vsap@rrcc.lacounty.gov



LAVote.net

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AGENDA REPORT

To: Vice Mayor Hector A. Pacheco and Councilmembers

From: Mayor Joel Fajardo

Date: September 8, 2020

Subject: Discussion Regarding COVID-19 Response Efforts and Approval of Proposed Recommendations

RECOMMENDATION:

Receive a presentation from staff related to the City's COVID-19 efforts, including, but not limited to:

- a. Review and approval of the City's COVID-19 planning, response, enforcement, and education efforts, and related policy initiatives; and
- b. Review and approval of financial assistance programs and the pursuit of funding opportunities, and related recommendations, as appropriate.

ANALYSIS:

I have placed this on the agenda for City Council to discuss the City's response efforts and policy initiatives related to the COVID-19 pandemic and provide direction to staff, as appropriate.

This discussion is meant to provide City Council and staff the opportunity to discuss all items related to the City's response efforts and policy initiatives related to the COVID-19 pandemic, including, but not limited to, discussion of financial hardship programs and CARES Act and other potential stimulus funding.

Staff Updates.

State of California COVID-19 Updates.

Staff will provide an update on the State of California's Blueprint for a Safer Economy plan (Attachment "A").

Los Angeles County Department of Public Health Safer At Home Health Order.

Staff will provide an update on current Health Orders issued by the County and key COVID-19 related metrics (Attachment "B").

Discussion Regarding COVID-19 Response Efforts and Approval of Proposed RecommendationsPage 2 of 3

Health Order Enforcement.

Staff will provide an update on current enforcement efforts and request direction related to future enforcement, as appropriate.

City Facility Closures.

City Hall is open to the public with modified hours (i.e. Monday, Wednesday and Thursday from 12 pm to 5:30 pm). All visitors to City Hall must adhere to the County of Los Angeles Department of Public Health guidelines for physical distancing and must wear a cloth face covering at all times to help slow the spread of COVID-19 in our community.

Indoor recreational facilities remain closed to the public except when a heat advisory is issued and the Las Palmas Park facility is open as a cooling center. Staff is following the County protocol for physical distancing and cleaning while the cooling centers are open. Staff is exploring a program to make outdoor park space available for rent to fitness and wellness establishments. More information will be presented at a future meeting.

Transition to In-person Virtual City Council Meetings and Public Participation

During the City Council meeting on August 17, 2020, City Council directed staff to explore additional opportunities for increased public participation in City Council meetings. Additionally, with City Hall open to the public on a limited basis, businesses allowed to slowly reopen to the public, and key Los Angeles County COVID-19 metrics trending downward, City Council may want to discuss transitioning City Council meetings from the Zoom platform to the Council Chambers with only Councilmembers and limited staff attending.

Pursuant to California Executive Order No. N-29-20 (Attachment "C"), the public has not been allowed to attend City Council meetings in-person since March 16, 2020 and City Council meetings have been virtual since April 6, 2020. Although the Executive Order still does not allow the public to attend City Council meetings in-person, Councilmembers may want to consider transitioning City Council meetings from the virtual Zoom platform to in-person City Council meetings held in the City Council Chambers.

Staff has been preparing the City Council Chambers for the eventual return of City Council meetings being held at City Hall. The City Clerk's Office is working to complete implementation of the Town Hall Streams ("THS") software program that will allow the City to live stream City Council meetings via YouTube from City Council Chambers. Public Works staff has also installed plexiglass partitions between each Council seat on the dais to facilitate social distancing. Due to technology limitations, we can only accommodate participation through one platform: i.e. meeting continue with all Councilmembers participating via Zoom or all Councilmembers participate in-person from the City Council Chambers through Town Hall Streams. Both methods for broadcasting the meeting are acceptable under the current Executive Order.

Discussion Regarding COVID-19 Response Efforts and Approval of Proposed RecommendationsPage 3 of 3

Additionally, the Executive Order also allows cities to determine a method for facilitating public comment and participation. City Council decided to allow public comment via email to cityclerk@sfcity.org, which must be received by 4:00 pm on the day of the City Council meeting. On August 17, 2020, City Council directed staff to explore additional options to facilitate public participation. Staff recommends the following changes:

- Extend the cutoff time for emailed public comments to 5:00 pm on the day of the City Council meeting.
- Provide the public with a call-in number to receive live public comments during a specified time period (e.g. between 5:00 pm and 6:15 pm). This line would be monitored by the City Clerk's Office. Callers interested in providing a live public comment would leave a call-back number with the City Clerk, who would call the person back when it is their turn to speak in the order received.

Staff will be testing some of these methods during the Measure A Town Hall on September 14, 2020 at 6:00 pm. Upon successful testing, staff recommends implementing these methods regarding public comments beginning with the next regularly scheduled City Council meeting on September 21, 2020.

Staff is also seeking direction regarding preference for future City Council meetings (i.e. continue with Zoom or transition to City Council Chambers).

COVID-19 Testing.

On Saturday, August 29, 2020, the City of San Fernando partnered with the Tataviam Band of Indians to offer walk-up testing at Recreation Park through the City of Los Angeles Fire Department and CORE, the community organized relief effort non-profit organization. Approximately 175 individuals took advantage of the free walk-up testing.

BUDGET IMPACT:

There is no budget impact associated with discussing this item. Additional future costs to be determined based on City Council direction.

ATTACHMENTS:

- A. California Blueprint for a Safer Economy
- B. LA County Daily COVID-19 Data – as of September 1, 2020
- C. Executive Order N-29-20

ATTACHMENT "A"

8/31/20

LA COUNTY & THE STATE'S NEW COVID-19 FRAMEWORK NEW STATE COVID-19 FRAMEWORK

California's Tier Framework				
Higher Risk \Rightarrow Lower Risk of Community Disease Transmission				
	Widespread Tier 1	Substantial Tier 2	Moderate Tier 3	Minimal Tier 4
Measures				
New cases / 100,000 population per day (7-day average; 7-day lag)	>7	4 - 7	1 – 3.9	<1
Testing % Positivity (7-day average; 7-day lag)	>8%	5 - 8%	2 - 4.9%	<2%

Last Friday, the State of California released a new tiered framework to more easily communicate the extent of community transmission in counties across the state. The above graphic is a summary of: 1) the state's tiers, 2) the indicators they are tracking, and 3) how counties are being classified (as having either widespread, substantial, moderate or minimal spread of the COVID-19 virus in their communities). Moving forward, California will use this new tier system to guide possible sector re-openings for counties to consider.

WHAT DOES THE NEW FRAMEWORK MEAN FOR LA COUNTY (INCLUDING THE CITY OF SAN FERNANDO)?

In LA County, the ultimate decisions about sector re-openings will remain under the purview of the County Health Officer Orders, which are developed in consultation with LA County's Board of Supervisors.

As demonstrated by the below graphic, **LA County is currently in Tier 1** – meaning that there continues to be widespread transmission of the virus in the county.

Los Angeles County is Currently in Tier 1

Measures	LAC Rate
New cases / 100,000 population per day (7-day average; 7-day lag)	13.1
Testing % Positivity (7-day average; 7-day lag)	5.0%

Per the State, LA County's current number of **7-day average of new cases (per day per 100,000 people) is 13** – nearly double the threshold for moving up to Tier 2 (which requires that LA County have less than 7 new cases per day per 100,000 population).

LA County's current **test positivity rate is 5%**. And even though this places us in Tier 2 (Red) for this metric, when the two metrics fall in different tiers, the State places counties in the most restrictive tier; hence, LA County (like most counties in California) has been placed in Tier 1. Our path forward for reopening depends on LA County being able to reduce community transmission significantly, so children and teachers can get back to their classrooms and more people can get back to their jobs with as much safety as possible.

For more information on the State's new framework, visit the CA Department of Public Health (CDPH) website (<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/COVID19CountyMonitoringOverview.aspx>). For guidance, reopening protocols or a list of what is open or remains closed in LA County, visit LA County's **Department of Public Health** (<http://publichealth.lacounty.gov/media/Coronavirus/>).

ATTACHMENT "B"

City of San Fernando Daily COVID-19 Data

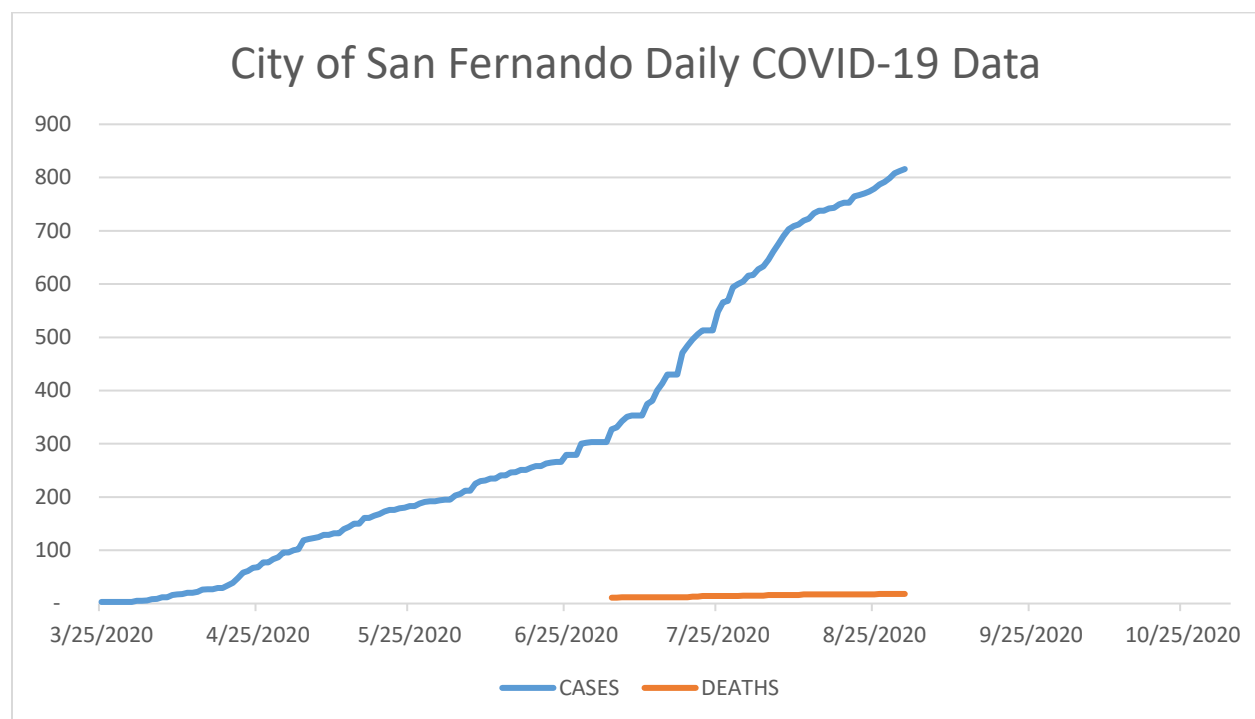
SOURCE:

<http://publichealth.lacounty.gov/media/Coronavirus/data/index.htm>; statistics captured daily.

Graph 1: Daily COVID-19 Cases and Deaths in the City of San Fernando

Total Cases (as of August 31, 2020): 816

Total Deaths (as of August 31, 2020): 18



LA County Daily COVID-19 Data

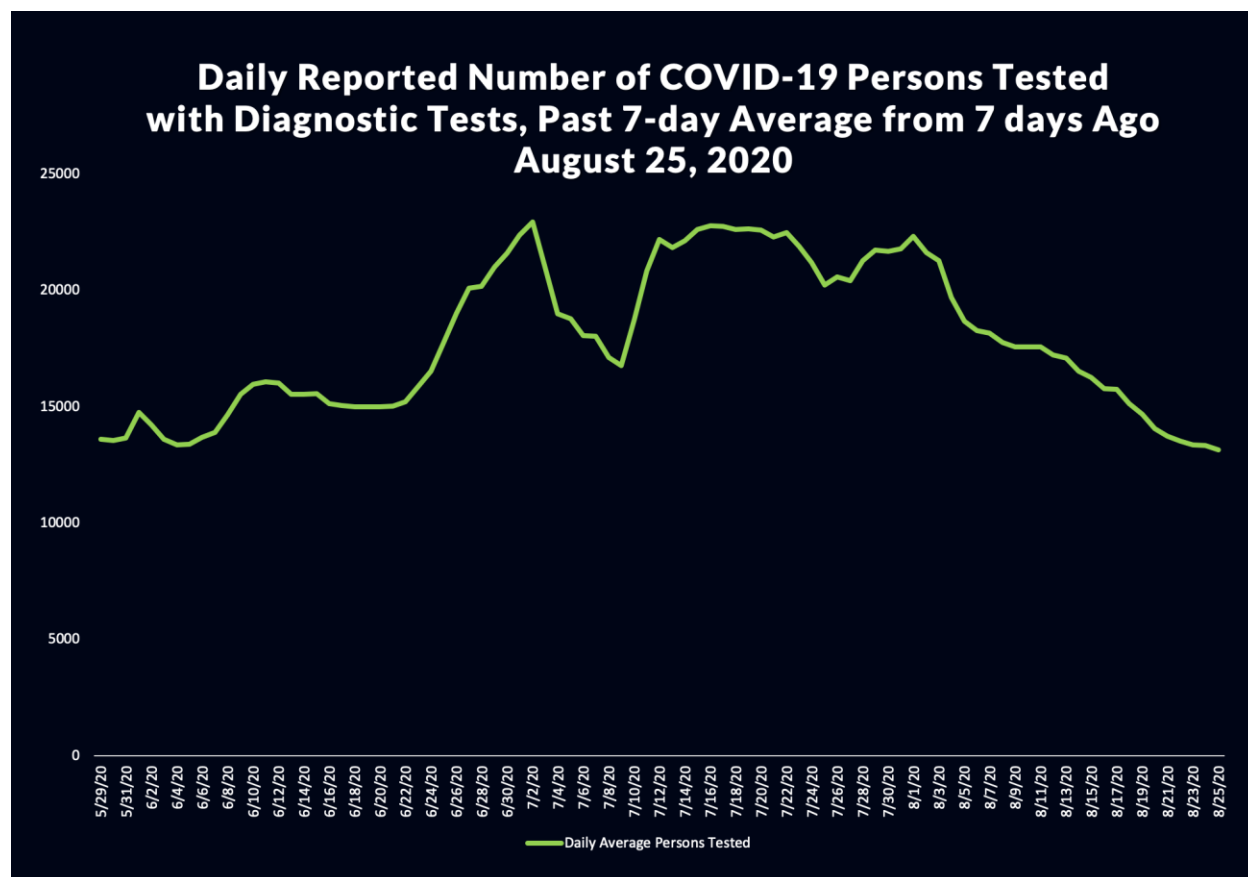
SOURCE:

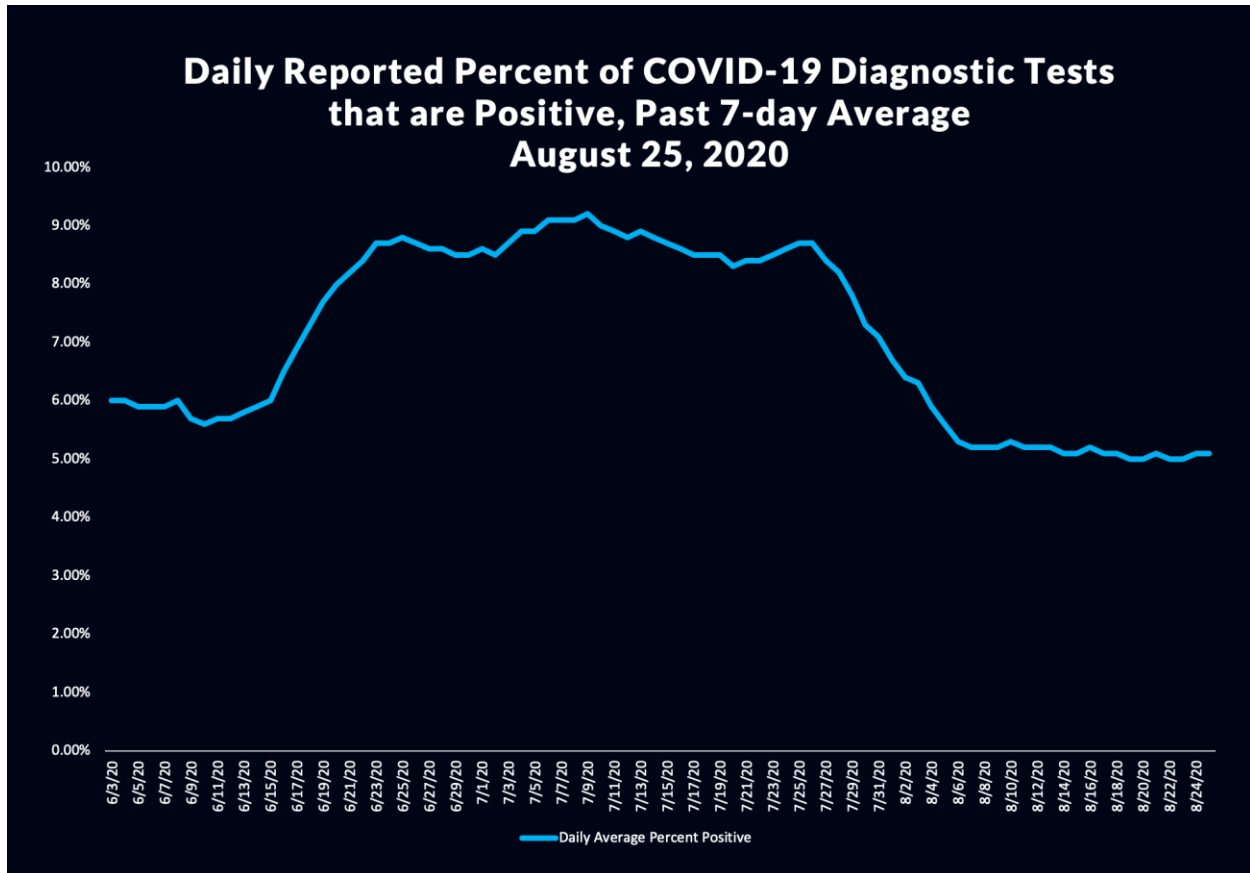
<http://publichealth.lacounty.gov/media/Coronavirus/data/index.htm>; visited on 9/2/2020 @ 9:30 am.

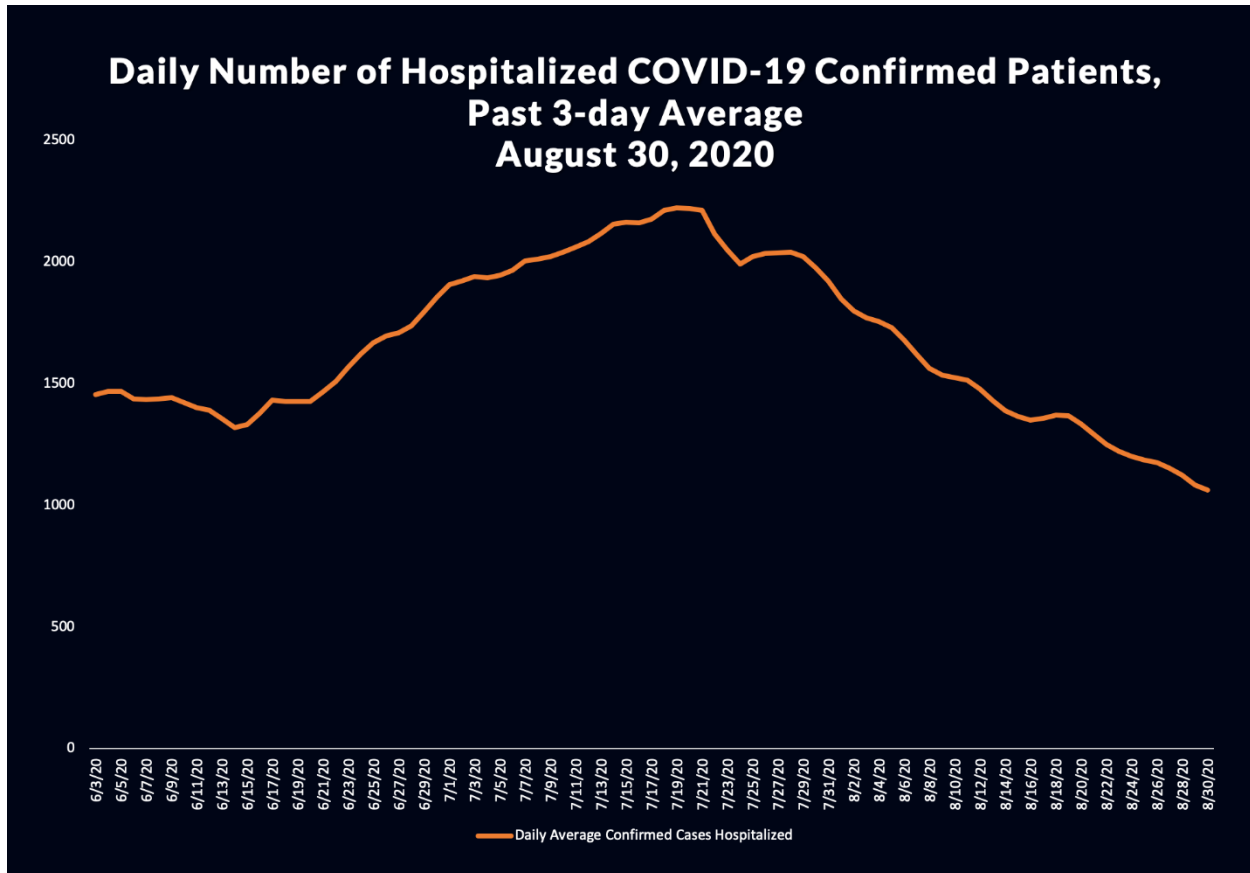
Graph 1: Daily Reported Persons Tested for COVID-19

7-Day Daily Average: 13,156

Total Number of People Tested: 2,305,085



Graph 2: Daily Reported Percent Positive for COVID-19**7-Day Daily Average: 5.1%**

Graph 3: Daily Number of COVID-19 Hospitalized**Current Hospitalizations (09/1): 1,057**

**EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA**

EXECUTIVE ORDER N-29-20

WHEREAS on March 4, 2020, I proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS despite sustained efforts, the virus continues to spread and is impacting nearly all sectors of California; and

WHEREAS the threat of COVID-19 has resulted in serious and ongoing economic harms, in particular to some of the most vulnerable Californians; and

WHEREAS time bound eligibility redeterminations are required for Medi-Cal, CalFresh, CalWORKs, Cash Assistance Program for Immigrants, California Food Assistance Program, and In Home Supportive Services beneficiaries to continue their benefits, in accordance with processes established by the Department of Social Services, the Department of Health Care Services, and the Federal Government; and

WHEREAS social distancing recommendations or Orders as well as a statewide imperative for critical employees to focus on health needs may prevent Medi-Cal, CalFresh, CalWORKs, Cash Assistance Program for Immigrants, California Food Assistance Program, and In Home Supportive Services beneficiaries from obtaining in-person eligibility redeterminations; and

WHEREAS under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this order would prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of the COVID-19 pandemic.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, and in particular, Government Code sections 8567 and 8571, do hereby issue the following order to become effective immediately:

IT IS HEREBY ORDERED THAT:

1. As to individuals currently eligible for benefits under Medi-Cal, CalFresh, CalWORKs, the Cash Assistance Program for Immigrants, the California Food Assistance Program, or In Home Supportive Services benefits, and to the extent necessary to allow such individuals to maintain eligibility for such benefits, any state law, including but not limited to California Code of Regulations, Title 22, section 50189(a) and Welfare and Institutions Code sections 18940 and 11265, that would require redetermination of such benefits is suspended for a period of 90 days from the date of this Order. This Order shall be construed to be consistent with applicable federal laws, including but not limited to Code of Federal Regulations, Title 42, section 435.912, subdivision (e), as interpreted by the Centers for Medicare and Medicaid Services (in guidance issued on January 30, 2018) to permit the extension of

otherwise-applicable Medicaid time limits in emergency situations.

2. Through June 17, 2020, any month or partial month in which California Work Opportunity and Responsibility to Kids (CalWORKs) aid or services are received pursuant to Welfare and Institutions Code Section 11200 et seq. shall not be counted for purposes of the 48-month time limit set forth in Welfare and Institutions Code Section 11454. Any waiver of this time limit shall not be applied if it will exceed the federal time limits set forth in Code of Federal Regulations, Title 45, section 264.1.
3. Paragraph 11 of Executive Order N-25-20 (March 12, 2020) is withdrawn and superseded by the following text:

Notwithstanding any other provision of state or local law (including, but not limited to, the Bagley-Keene Act or the Brown Act), and subject to the notice and accessibility requirements set forth below, a local legislative body or state body is authorized to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to observe and to address the local legislative body or state body. All requirements in both the Bagley-Keene Act and the Brown Act expressly or impliedly requiring the physical presence of members, the clerk or other personnel of the body, or of the public as a condition of participation in or quorum for a public meeting are hereby waived.

In particular, any otherwise-applicable requirements that

- (i) state and local bodies notice each teleconference location from which a member will be participating in a public meeting;
- (ii) each teleconference location be accessible to the public;
- (iii) members of the public may address the body at each teleconference conference location;
- (iv) state and local bodies post agendas at all teleconference locations;
- (v) at least one member of the state body be physically present at the location specified in the notice of the meeting; and
- (vi) during teleconference meetings, at least a quorum of the members of the local body participate from locations within the boundaries of the territory over which the local body exercises jurisdiction

are hereby suspended.

A local legislative body or state body that holds a meeting via teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically, consistent with the notice and accessibility requirements set forth below, shall have satisfied any requirement that the body allow

members of the public to attend the meeting and offer public comment. Such a body need not make available any physical location from which members of the public may observe the meeting and offer public comment.

Accessibility Requirements: If a local legislative body or state body holds a meeting via teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically, the body shall also:

- (i) Implement a procedure for receiving and swiftly resolving requests for reasonable modification or accommodation from individuals with disabilities, consistent with the Americans with Disabilities Act and resolving any doubt whatsoever in favor of accessibility; and
- (ii) Advertise that procedure each time notice is given of the means by which members of the public may observe the meeting and offer public comment, pursuant to subparagraph (ii) of the Notice Requirements below.

Notice Requirements: Except to the extent this Order expressly provides otherwise, each local legislative body and state body shall:

- (i) Give advance notice of the time of, and post the agenda for, each public meeting according to the timeframes otherwise prescribed by the Bagley-Keene Act or the Brown Act, and using the means otherwise prescribed by the Bagley-Keene Act or the Brown Act, as applicable; and
- (ii) In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, also give notice of the means by which members of the public may observe the meeting and offer public comment. As to any instance in which there is a change in such means of public observation and comment, or any instance prior to the issuance of this Order in which the time of the meeting has been noticed or the agenda for the meeting has been posted without also including notice of such means, a body may satisfy this requirement by advertising such means using "the most rapid means of communication available at the time" within the meaning of Government Code, section 54954, subdivision (e); this shall include, but need not be limited to, posting such means on the body's Internet website.

All of the foregoing provisions concerning the conduct of public meetings shall apply only during the period in which state or local public health officials have imposed or recommended social distancing measures.

All state and local bodies are urged to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to the provisions of the Bagley-Keene Act and the Brown Act, and other applicable local laws regulating the conduct of public meetings, in order to maximize transparency and provide the public access to their meetings.

IT IS FURTHER ORDERED that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

IN WITNESS WHEREOF I have
hereunto set my hand and caused
the Great Seal of the State of
California to be affixed this 17th day
of March 2020.



GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager
By: J. Diego Ibañez, Director of Finance

Date: September 8, 2020

Subject: Consideration to Authorize the Acceptance of Coronavirus Relief Funds from the State of California to Assist the City with Coronavirus Disease 2019 (COVID-19) Expenditures

RECOMMENDATION:

It is recommended that the City Council:

- a. Accept Coronavirus Relief Funds (CRF) from the Department of Finance of the State of California in the amount of \$311,234;
- b. Approve Resolution No. 8027 (Attachment "A") amending the Fiscal Year (FY) 2020-2021 Adopted Budget to appropriate \$311,234 in revenues and expenses in Fund 110 – Operating Grants; and
- c. Authorize the City Manager to use the appropriated funds for City personnel, supply and equipment costs incurred as a direct result of the City's COVID-19 response efforts since March 1, 2020.

BACKGROUND:

1. On March 4, 2020, a State of Emergency was declared in the State of California in response to an outbreak of a novel coronavirus, known as Coronavirus Disease 2019 (COVID-19).
2. On March 16, 2020, the City of San Fernando declared a local emergency in response to the COVID-19 pandemic.
3. On July 8, 2020, The City of San Fernando was notified that it would be receiving \$311,234 (Attachment "B") of the approved \$500 million of CARES Act funding. This allocation was based on the City's population and stipulated that funds needed to be spent between March 1, 2020 and December 30, 2020 and only allowed for certain COVID-19 related expenses,

Consideration to Authorize the Acceptance of Coronavirus Relief Funds from the State of California to assist the City with Coronavirus Disease 2019 (COVID-19) ExpendituresPage 2 of 4

including COVID19 related city staff time and purchase of equipment and goods related to the City's COVID19 response effort. At the time, it was unclear how and when the funds would be distributed and how they could be used.

4. As of August 31, 2020, the City has incurred an overall total of \$333,662 in COVID -19 expenses directly attributable to the COVID-19 pandemic response, including \$229,898 in Personnel costs (including employee sick time for COVID-19 related illness) and \$103,764 in Personal Protection Equipment (PPE) and other supplies to protect staff, provide necessary information to the public, and ensure continuity of critical safety, utility, and infrastructure operations. The current expenses exceed the allotted funds from the CARES Act of \$311,334.
5. Staff also sought other funding opportunities and reached out to the Federal Emergency Management Agency (FEMA) for additional information on available funds, grants and loans.

ANALYSIS:

On March 16, 2020, The City declared a local emergency in response to the spread of the COVID-19 Pandemic. Several economic actions were taken by the City to provide immediate attention to this emergency, including staff time to assist residents with state and local policies that were being implemented to slow down the spread of COVID-19, as well as immediate procurement of emergency supplies to keep staff safe at City Hall.

As the City was experiencing this emergency, staff devoted time and began to make emergency purchases that affected the City's Budget for FY 2019 - 2020. On June 15, 2020, the City Council adopted the City's Budget for FY 2020 – 2021 with an \$800,000 General Fund deficit due to the significant impact of COVID-19 economic restrictions on the City's revenues. Additionally, budgeted expenditures pivoted and staff efforts have been focused on response efforts to the Pandemic.

As the impact of COVID-19 persists, it continues to decrease the City's revenues due to low business activity that impacts sales tax, business license, fines and citations, and admissions tax revenues. With the decline in revenues, the City is also incurring additional expenses while maintaining operation of City Hall. Additionally, continued COVID-19 related expenditures are necessary to keep City Hall operating and to provide a continuity of service to the community during this time. Therefore, staff recommends that the CARES Act Funds be used in the following manner to help the City provide the current level of service to the community:

Consideration to Authorize the Acceptance of Coronavirus Relief Funds from the State of California to assist the City with Coronavirus Disease 2019 (COVID-19) Expenditures

Page 3 of 4

City COVID-19 Response Expenses	
Personnel Costs	\$250,000
Department Supplies	\$61,334
Total Costs	\$311,334

Personnel costs include staff's use of personal sick leave to self-quarantine when exposed to COVID-19. Since these exposures have primarily been through work related activities, it is recommended that a portion of the CARES Act Funds are used to reimburse accrued sick leave for affected employees that have had to use sick time due to a COVID-19 related illness.

Staff also researched the Community Disaster Loan Program, managed by FEMA through the U.S. Treasury Department, to inquire about using this program to cover COVID-19 related expenses. The purpose of the CDL program is to assist local governments that are experiencing short-term liquidity issues due to a local disaster and do not have sufficient cash on hand to pay their bills. The program is not intended to cover budget shortfalls.

However, the City cannot access Community Disaster Loan Program funds. Staff discussed this program with the local FEMA program manager. According to FEMA, due to other current federal assistance programs designed specifically for the COVID-19 response (e.g. CARES Act funding), local governments are unable to apply and use the CDL program for COVID-19 related expenses. Additional information for the CDL program is provided in Attachment "C."

BUDGET IMPACT:

Acceptance of the CARES Act funds and using them to reimburse the General Fund for COVID-19 related personnel and equipment expenses will help to offset the cost of the City's response efforts. During the FY 2020-2021 Budget process, staff estimated a General Fund budget deficit of approximately \$802,000. The additional funds of \$311,234 will assist the City with recuperating some of the costs associated with COVID-19.

CONCLUSION:

Staff recommends City Council accept the \$311,234 CARES Act funds and appropriate the funds to reimburse the City for COVID-19 related expenditures.

Consideration to Authorize the Acceptance of Coronavirus Relief Funds from the State of California to assist the City with Coronavirus Disease 2019 (COVID-19) ExpendituresPage 4 of 4

ATTACHMENTS:

- A. Resolution No. 8027
- B. Coronavirus Relief Funds Allocations to Cities
- C. FEMA Community Disaster Loan Program Fact Sheet

ATTACHMENT “A”

RESOLUTION NO. 8027

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO, CALIFORNIA, AMENDING THE BUDGET
FOR THE FISCAL YEAR 2020-2021 ADOPTED ON JULY 1,
2020**

WHEREAS, the City of Council has received and considered the proposed adjustment to the budget for Fiscal Year 2020-2021, commencing July 1, 2020, and ending June 30, 2021; and

WHEREAS, the City Council has determined that it is necessary to amend the revenues and expenditures of the current City budget; and

WHEREAS, an annual budget for the City of San Fernando for the Fiscal Year beginning July 1, 2020 and ending June 30, 2021, a copy of which is on file in the City Clerk's Office, has been adopted on July 1, 2020.

**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:

Fund 110-105-3689-4101:	\$ 250,000
110-105-3689-4300:	\$ 61,234
<hr/> Increase in Expenditures:	<hr/> \$ 311,234

Fund 110-3668-3689:
Increase in Revenues: \$ 311,234

PASSED, APPROVED, AND ADOPTED this 8th day of September 2020.

Joel Fajardo, Mayor

ATTEST:

Julia Fritz, City Clerk

RES. NO. 8027

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. 8027 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 8th day of September, 2020, 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 _____, 2020.

Julia Fritz, City Clerk

ATTACHMENT "B"**\$500 Million Coronavirus Relief Fund Allocations to Cities**

(Whole dollars)

Cities	Allocations ¹	Cities	Allocations ¹	Cities	Allocations ¹
Adelanto	\$ 440,336	Capitola	\$ 124,805	El Cerrito	\$ 308,098
Agoura Hills	\$ 253,931	Carlsbad	\$ 1,413,290	El Monte	\$ 1,440,602
Alameda	\$ 1,003,970	Carmel-by-the-Sea	\$ 50,000	El Paso de Robles	\$ 385,490
Albany	\$ 233,818	Carpinteria	\$ 164,649	El Segundo	\$ 207,148
Alhambra	\$ 1,071,632	Carson	\$ 1,149,617	Elk Grove	\$ 2,174,997
Aliso Viejo	\$ 617,900	Cathedral City	\$ 661,559	Emeryville	\$ 151,845
Alturas	\$ 50,000	Ceres	\$ 597,972	Encinitas	\$ 767,782
Amador	\$ 50,000	Cerritos	\$ 617,283	Escalon	\$ 92,332
American Canyon	\$ 257,277	Chico	\$ 1,362,210	Escondido	\$ 1,889,210
Anaheim	\$ 30,480,113	Chino	\$ 1,100,241	Etna	\$ 50,000
Anderson	\$ 131,756	Chino Hills	\$ 1,017,515	Eureka	\$ 329,656
Angels City	\$ 50,907	Chowchilla	\$ 224,668	Exeter	\$ 136,189
Antioch	\$ 1,389,299	Chula Vista	\$ 3,360,914	Fairfax	\$ 91,356
Apple Valley	\$ 918,553	Citrus Heights	\$ 1,084,214	Fairfield	\$ 1,444,380
Arcadia	\$ 706,404	Claremont	\$ 442,114	Farmersville	\$ 140,745
Arcata	\$ 221,792	Clayton	\$ 139,979	Ferndale	\$ 50,000
Arroyo Grande	\$ 218,384	Clearlake	\$ 176,527	Fillmore	\$ 192,195
Artesia	\$ 203,604	Cloverdale	\$ 113,754	Firebaugh	\$ 98,542
Arvin	\$ 267,649	Clovis	\$ 1,471,470	Folsom	\$ 1,007,649
Atascadero	\$ 371,118	Coachella	\$ 582,612	Fontana	\$ 2,629,939
Atherton	\$ 86,813	Coalinga	\$ 212,358	Fort Bragg	\$ 91,702
Atwater	\$ 387,428	Colfax	\$ 50,000	Fort Jones	\$ 50,000
Auburn	\$ 180,194	Colma	\$ 50,000	Fortuna	\$ 149,684
Avalon	\$ 50,000	Colton	\$ 668,202	Foster City	\$ 407,863
Avenal	\$ 162,846	Colusa	\$ 76,244	Fountain Valley	\$ 689,933
Azusa	\$ 613,134	Commerce	\$ 158,883	Fowler	\$ 79,688
Bakersfield	\$ 33,502,406	Compton	\$ 1,210,414	Fremont	\$ 2,891,945
Baldwin Park	\$ 941,494	Concord	\$ 1,606,893	Fullerton	\$ 1,751,601
Banning	\$ 384,304	Corcoran	\$ 263,019	Galt	\$ 319,161
Barstow	\$ 299,640	Corning	\$ 94,085	Garden Grove	\$ 2,158,291
Beaumont	\$ 635,569	Corona	\$ 2,077,380	Gardena	\$ 752,397
Bell	\$ 451,053	Coronado	\$ 263,994	Gilroy	\$ 704,824
Bell Gardens	\$ 524,123	Corte Madera	\$ 124,879	Glendale	\$ 2,535,249
Bellflower	\$ 964,435	Costa Mesa	\$ 1,417,179	Glendora	\$ 642,878
Belmont	\$ 331,064	Cotati	\$ 93,011	Goleta	\$ 397,862
Belvedere	\$ 50,000	Covina	\$ 603,108	Gonzales	\$ 105,025
Benicia	\$ 335,533	Crescent City	\$ 82,392	Grand Terrace	\$ 153,425
Berkeley	\$ 1,513,511	Cudahy	\$ 298,455	Grass Valley	\$ 158,846
Beverly Hills	\$ 417,024	Culver City	\$ 490,243	Greenfield	\$ 225,755
Big Bear Lake	\$ 64,279	Cupertino	\$ 735,259	Gridley	\$ 79,046
Biggs	\$ 50,000	Cypress	\$ 608,368	Grover Beach	\$ 163,155
Bishop	\$ 50,000	Daly City	\$ 1,347,591	Guadalupe	\$ 99,777
Blue Lake	\$ 50,000	Dana Point	\$ 409,258	Gustine	\$ 72,539
Blythe	\$ 237,744	Danville	\$ 541,743	Half Moon Bay	\$ 153,487
Bradbury	\$ 50,000	Davis	\$ 854,212	Hanford	\$ 732,790
Brawley	\$ 337,682	Del Mar	\$ 52,698	Hawaiian Gardens	\$ 180,873
Brea	\$ 563,387	Del Rey Oaks	\$ 50,000	Hawthorne	\$ 1,073,003
Brentwood	\$ 804,021	Delano	\$ 654,793	Hayward	\$ 1,979,381
Brisbane	\$ 57,204	Desert Hot Springs	\$ 366,216	Healdsburg	\$ 149,264
Buellton	\$ 67,465	Diamond Bar	\$ 705,972	Hemet	\$ 1,051,667
Buena Park	\$ 1,012,440	Dinuba	\$ 320,951	Hercules	\$ 315,222
Burbank	\$ 1,307,080	Dixon	\$ 246,597	Hermosa Beach	\$ 242,177
Burlingame	\$ 371,871	Dorris	\$ 50,000	Hesperia	\$ 1,190,177
Calabasas	\$ 298,714	Dos Palos	\$ 68,477	Hidden Hills	\$ 50,000
Calexico	\$ 504,948	Downey	\$ 1,401,758	Highland	\$ 683,080
California City	\$ 174,848	Duarte	\$ 267,599	Hillsborough	\$ 140,980
Calimesa	\$ 115,186	Dublin	\$ 811,404	Hollister	\$ 501,862
Calipatria	\$ 84,491	Dunsmuir	\$ 50,000	Holtville	\$ 78,515
Calistoga	\$ 66,032	East Palo Alto	\$ 380,218	Hughson	\$ 90,109
Camarillo	\$ 867,522	Eastvale	\$ 820,010	Huntington Beach	\$ 2,485,243
Campbell	\$ 522,136	El Cajon	\$ 1,288,954	Huntington Park	\$ 734,840
Canyon Lake	\$ 135,818	El Centro	\$ 563,733	Huron	\$ 90,122

¹Excludes cities that received direct federal allocation through the CARES Act (6 cities). Allocations use May 2020 Population Estimates.

\$500 Million Coronavirus Relief Fund Allocations to Cities

(Whole dollars)

Cities	Allocations ¹	Cities	Allocations ¹	Cities	Allocations ¹
Imperial	\$ 245,794	Maricopa	\$ 50,000	Pasadena	\$ 1,788,383
Imperial Beach	\$ 346,399	Marina	\$ 275,600	Patterson	\$ 284,898
Indian Wells	\$ 66,712	Martinez	\$ 458,153	Perris	\$ 990,252
Indio	\$ 1,120,515	Marysville	\$ 153,401	Petaluma	\$ 763,954
Industry	\$ 50,000	Maywood	\$ 344,534	Pico Rivera	\$ 782,487
Inglewood	\$ 1,382,521	McFarland	\$ 177,651	Piedmont	\$ 141,412
Ione	\$ 98,876	Mendota	\$ 154,512	Pinole	\$ 240,831
Irvine	\$ 3,478,274	Menifee	\$ 1,198,820	Pismo Beach	\$ 100,493
Irwindale	\$ 50,000	Menlo Park	\$ 435,286	Pittsburg	\$ 917,651
Isleton	\$ 50,000	Merced	\$ 1,088,029	Placentia	\$ 635,803
Jackson	\$ 60,007	Mill Valley	\$ 181,182	Placerville	\$ 135,572
Jurupa Valley	\$ 1,322,168	Millbrae	\$ 281,910	Pleasant Hill	\$ 423,099
Kerman	\$ 196,937	Milpitas	\$ 962,595	Pleasanton	\$ 981,153
King City	\$ 182,701	Mission Viejo	\$ 1,163,927	Plymouth	\$ 50,000
Kingsburg	\$ 159,068	Modesto	\$ 2,745,200	Point Arena	\$ 50,000
La Canada Flintridge	\$ 252,635	Monrovia	\$ 468,388	Pomona	\$ 1,911,546
La Habra	\$ 782,450	Montague	\$ 50,000	Port Hueneme	\$ 291,479
La Habra Heights	\$ 67,428	Montclair	\$ 487,588	Porterville	\$ 736,568
La Mesa	\$ 740,408	Monte Sereno	\$ 50,000	Portola	\$ 50,000
La Mirada	\$ 603,491	Montebello	\$ 784,586	Portola Valley	\$ 56,883
La Palma	\$ 191,282	Monterey	\$ 347,819	Poway	\$ 609,183
La Puente	\$ 500,898	Monterey Park	\$ 749,891	Rancho Cordova	\$ 967,781
La Quinta	\$ 502,034	Moorpark	\$ 447,929	Rancho Cucamonga	\$ 2,167,193
La Verne	\$ 411,160	Moraga	\$ 209,235	Rancho Mirage	\$ 236,003
Lafayette	\$ 316,136	Moreno Valley	\$ 2,578,550	Rancho Palos Verdes	\$ 515,258
Laguna Beach	\$ 275,872	Morgan Hill	\$ 573,574	Rancho Santa Margarita	\$ 602,454
Laguna Hills	\$ 389,033	Morro Bay	\$ 125,793	Red Bluff	\$ 175,885
Laguna Niguel	\$ 806,465	Mount Shasta	\$ 50,000	Redding	\$ 1,132,763
Laguna Woods	\$ 200,554	Mountain View	\$ 1,015,823	Redlands	\$ 876,054
Lake Elsinore	\$ 783,463	Murrieta	\$ 1,426,847	Redondo Beach	\$ 827,184
Lake Forest	\$ 1,045,938	Napa	\$ 978,856	Redwood City	\$ 1,071,163
Lakeport	\$ 57,748	National City	\$ 766,745	Reedley	\$ 320,001
Lakewood	\$ 986,770	Needles	\$ 64,798	Rialto	\$ 1,290,930
Lancaster	\$ 1,996,519	Nevada City	\$ 50,000	Richmond	\$ 1,373,211
Larkspur	\$ 151,289	Newark	\$ 604,590	Ridgecrest	\$ 362,388
Lathrop	\$ 331,311	Newman	\$ 147,079	Rio Dell	\$ 50,000
Lawndale	\$ 404,974	Newport Beach	\$ 1,059,137	Rio Vista	\$ 123,311
Lemon Grove	\$ 327,520	Norco	\$ 340,336	Ripon	\$ 196,690
Lemoore	\$ 327,310	Norwalk	\$ 1,305,302	Riverbank	\$ 309,049
Lincoln	\$ 608,924	Novato	\$ 663,066	Riverside	\$ 27,991,888
Lindsay	\$ 162,414	Oakdale	\$ 283,947	Rocklin	\$ 868,621
Live Oak	\$ 113,594	Oakland	\$ 36,994,706	Rohnert Park	\$ 531,779
Livermore	\$ 1,134,220	Oakley	\$ 524,272	Rolling Hills	\$ 50,000
Livingston	\$ 185,849	Oceanside	\$ 2,189,579	Rolling Hills Estates	\$ 99,592
Lodi	\$ 838,741	Ojai	\$ 93,307	Rosemead	\$ 671,227
Loma Linda	\$ 302,937	Ontario	\$ 2,257,932	Roseville	\$ 1,792,347
Lomita	\$ 253,721	Orange	\$ 1,729,401	Ross	\$ 50,000
Lompoc	\$ 540,632	Orange Cove	\$ 116,754	Salinas	\$ 2,002,977
Long Beach	\$ 40,280,494	Orinda	\$ 234,707	San Anselmo	\$ 157,512
Loomis	\$ 85,047	Orland	\$ 102,765	San Bernardino	\$ 2,691,008
Los Alamitos	\$ 142,819	Oroville	\$ 240,028	San Bruno	\$ 561,227
Los Altos	\$ 381,230	Oxnard	\$ 2,547,855	San Buenaventura	\$ 1,312,204
Los Altos Hills	\$ 103,876	Pacific Grove	\$ 188,479	San Carlos	\$ 372,204
Los Banos	\$ 517,629	Pacifica	\$ 473,278	San Clemente	\$ 797,390
Los Gatos	\$ 388,181	Palm Desert	\$ 654,225	San Dimas	\$ 419,123
Loyalton	\$ 50,000	Palm Springs	\$ 585,587	San Fernando	\$ 311,234
Lynwood	\$ 879,968	Palmdale	\$ 1,935,252	San Gabriel	\$ 495,169
Madera	\$ 807,688	Palo Alto	\$ 854,743	San Jacinto	\$ 630,049
Malibu	\$ 144,708	Palos Verdes Estates	\$ 162,859	San Joaquin	\$ 51,142
Mammoth Lakes	\$ 97,036	Paradise	\$ 57,180	San Juan Bautista	\$ 50,000
Manhattan Beach	\$ 435,236	Paramount	\$ 684,784	San Juan Capistrano	\$ 448,423
Manteca	\$ 1,047,037	Parlier	\$ 196,196	San Leandro	\$ 1,085,683

¹Excludes cities that received direct federal allocation through the CARES Act (6 cities). Allocations use May 2020 Population Estimates.

\$500 Million Coronavirus Relief Fund Allocations to Cities

(Whole dollars)

Cities	Allocations ¹	Cities	Allocations ¹
San Luis Obispo	\$ 566,980	Tracy	\$ 1,184,473
San Marcos	\$ 1,200,252	Trinidad	\$ 50,000
San Marino	\$ 161,587	Truckee	\$ 200,369
San Mateo	\$ 1,272,829	Tulare	\$ 837,555
San Pablo	\$ 387,860	Tulelake	\$ 50,000
San Rafael	\$ 738,445	Turlock	\$ 917,355
San Ramon	\$ 1,026,269	Tustin	\$ 992,487
Sand City	\$ 50,000	Twentynine Palms	\$ 361,252
Sanger	\$ 335,657	Ukiah	\$ 198,307
Santa Ana	\$ 28,580,208	Union City	\$ 909,206
Santa Barbara	\$ 1,154,593	Upland	\$ 973,127
Santa Clara	\$ 1,594,064	Vacaville	\$ 1,220,576
Santa Clarita	\$ 2,740,224	Vallejo	\$ 1,470,087
Santa Cruz	\$ 795,452	Vernon	\$ 50,000
Santa Fe Springs	\$ 225,891	Victorville	\$ 1,561,073
Santa Maria	\$ 1,326,168	Villa Park	\$ 71,194
Santa Monica	\$ 1,140,344	Visalia	\$ 1,711,918
Santa Paula	\$ 375,217	Vista	\$ 1,270,866
Santa Rosa	\$ 2,143,808	Walnut	\$ 369,537
Santee	\$ 716,121	Walnut Creek	\$ 874,918
Saratoga	\$ 383,132	Wasco	\$ 356,635
Sausalito	\$ 89,541	Waterford	\$ 109,815
Scotts Valley	\$ 144,375	Watsonville	\$ 636,063
Seal Beach	\$ 308,580	Weed	\$ 50,000
Seaside	\$ 414,086	West Covina	\$ 1,308,784
Sebastopol	\$ 95,629	West Hollywood	\$ 447,003
Selma	\$ 301,715	West Sacramento	\$ 670,795
Shafter	\$ 252,388	Westlake Village	\$ 101,395
Shasta Lake	\$ 131,583	Westminster	\$ 1,141,134
Sierra Madre	\$ 133,547	Westmorland	\$ 50,000
Signal Hill	\$ 144,610	Wheatland	\$ 50,000
Simi Valley	\$ 1,544,811	Whittier	\$ 1,071,743
Solana Beach	\$ 170,860	Wildomar	\$ 459,103
Soledad	\$ 312,395	Williams	\$ 66,996
Solvang	\$ 68,675	Willits	\$ 62,625
Sonoma	\$ 136,436	Willows	\$ 76,651
Sonora	\$ 58,241	Windsor	\$ 348,782
South El Monte	\$ 261,809	Winters	\$ 89,875
South Gate	\$ 1,197,709	Woodlake	\$ 95,974
South Lake Tahoe	\$ 278,119	Woodland	\$ 749,990
South Pasadena	\$ 314,333	Woodside	\$ 70,082
South San Francisco	\$ 838,111	Yorba Linda	\$ 847,631
St Helena	\$ 74,984	Yountville	\$ 50,000
Stanton	\$ 482,489	Yreka	\$ 96,135
Stockton	\$ 27,170,185	Yuba City	\$ 869,954
Suisun City	\$ 359,536	Yucaipa	\$ 687,883
Sunnyvale	\$ 1,932,363	Yucca Valley	\$ 274,551
Susanville	\$ 169,366		
Sutter Creek	\$ 50,000		
Taft	\$ 107,173		
Tehachapi	\$ 157,525		
Tehama	\$ 50,000		
Temecula	\$ 1,382,508		
Temple City	\$ 446,349		
Thousand Oaks	\$ 1,561,715		
Tiburon	\$ 117,792		
Torrance	\$ 1,797,076		

¹Excludes cities that received direct federal allocation through the CARES Act (6 cities). Allocations use May 2020 Population Estimates.



FEMA

Fact Sheet

Public Assistance

What is the Community Disaster Loan (CDL) Program?

The CDL Program provides operational funding to help local governments that have incurred a significant loss in revenue, due to a major disaster, that has or will adversely affect their ability to provide essential municipal services.

The Stafford Act authorizes FEMA to provide direct loans to local governments who have suffered a substantial loss, as a result of a major presidentially declared disaster, and can demonstrate a need for Federal financial assistance in order to perform its governmental functions. 44 CFR §206.361(a).

To qualify for a CDL the Applicant / local government must:

- Be located in the presidentially declared disaster area, and the disaster must have adversely affected the level of essential municipal services previously provided. 44 CFR §206.363(b)(2)
- Be able to show a substantial loss (greater than 5%) of tax and other revenues for the current or succeeding year as a result of a major disaster. 44 CFR §206.363(b)(2)
- Not be in arrears with respect to any payments due on previous loans.
- Ensure State law doesn't prohibit local governments from incurring indebtedness resulting from a federal loan. 44 CFR §206.363(a)(1)

FEMA will help guide CDL Applicants by:

- Explaining the requirements and providing technical assistance to expedite the application and approval process.
- Performing financial qualification analysis to determine how much the Applicant can qualify for (up to \$5M).
- Helping the local government meet all applicable deadlines.

Apply for a CDL:

- To initiate the process, the Governor's Authorized Representative shall request activation of CDL Program for the specific disaster(s). Please contact the CDL Program Manager, Martha Castro, at Martha.Castro@fema.dhs.gov.

Frequently Asked Questions

What can the CDL funds be used for?

- Funds must be used to carry on existing essential municipal services or to expand such essential functions to meet disaster-related needs. 44CFR §206.361(f).

How long is a local community eligible for a CDL?

- The deadline to apply for a CDL is determined from the end of the incident period through the end of the following fiscal year (FY).

What's the limit on the dollar amount of a CDL?

- Loan amounts cannot exceed:
 - the cumulative est. revenue loss for the FY of the disaster and the subsequent three FYs; or
 - 25% of the approved operating budget of the local government for the FY in which the disaster occurred or the subsequent FY; or
 - the \$5,000,000 loan cap.
- If the estimated revenue loss for the FY of the disaster is at least 75% of the local government's operating budget for that FY, the loan may be 50% of the local government's operating budget for the FY of the disaster but shall not exceed \$5 million.

What is the term of the loan?

- The term of the loan is five years, and can be extended to ten years, with an Applicant selected payment schedule. 44 CFR §206.361(e)
- The interest rate for the five-year maturities are determined by the Secretary of the Treasury on the date the promissory note is executed by FEMA, adjusted to the nearest 1/8th percent. 44 CFR §206.361(c).

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Nick Kimball, City Manager

Date: September 8, 2020

Subject: Review and Discuss a 100-Year Anniversary of Women's Right to Vote Commemorative Mural and Related Mural Ad Hoc Recommendations

RECOMMENDATION:

It is recommended that the City Council:

- a. Receive a presentation and report from staff;
- b. Discuss the recommendations from the Mural Ad Hoc Committee; and
- c. Provide additional direction as appropriate.

BACKGROUND:

1. On February 5, 2018, staff presented a proposed ordinance regulating the review and approval of art murals on private property (Attachment "A"). The item was discussed but no final action was taken.
2. On February 18, 2020, the City Council established a Mural Ad Hoc (Gonzales, Mendoza) to review information and develop policy recommendations related to establishing a mural program.
3. On August 17, 2020, Councilmember Mendoza presented a proclamation celebrating the 100-year anniversary of women's right to vote and members of the 100-Year Anniversary of Women's Right to Vote Ad Hoc (Ballin, Mendoza) requested staff to explore painting a mural on public property to commemorate the 100-year anniversary.
4. On August 17, 2020, the Mural Ad Hoc was reconstituted to include Mayor Fajardo and Councilmember Mendoza.

Review and Discuss a 100-Year Anniversary of Women's Right to Vote Commemorative Mural and Related Mural Ad Hoc Recommendations

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5. On September 1, 2020, the Mural Ad Hoc met to discuss the process for a Women's Suffrage 100-Year Anniversary Commemorative mural as well as establishing a process for allowing murals on private property in the City.

ANALYSIS:

A mural is a painting or work of art executed directly on a wall. Over the course of time, murals have covered the interiors and exteriors of many public buildings, palaces, temples, tombs, museums, libraries, churches and other publicly viewable spaces to represent the artist's and community's sense culture, society, and important milestones.

Despite the other challenges presented in 2020, this year marks a very important milestone; the 100th Anniversary of the passage of the 19th Constitutional Amendment guaranteeing and protecting women's right to vote. To celebrate this momentous occasion, Councilmembers Ballin and Mendoza recommended that the City create a commemorative mural.

When the City Council appointed new Mural Ad Hoc Committee members on August 17, 2020, the City Council referred discussion of a Women's Right to Vote mural to the Mural Ad Hoc.

Mural Ad Hoc Committee Recommendations.

The Mural Ad Hoc met on September 1, 2020 to discuss the process for commissioning a Women's Right to Vote mural on City property.

Below are the steps to move forward with a mural project with recommendations from the Ad Hoc Committee for City Council discussion:

- 1) Identify a Location: The Ad Hoc Committee recommends painting the mural at City Hall on the City Council Chambers facing First Street.
- 2) Appropriate a Budget: The cost for a mural can vary widely, depending on, among other things, size of the mural and experience of the artist. The Ad Hoc Committee recommends using various community investment funds and exploring donations. See the Budget Impact section for additional information related to funding for this project.
- 3) Develop a Request for Proposals (RFP): The Ad Hoc Committee recommends developing a RFP to submit to the artist community that sets out various minimum requirements, including, but not limited to, qualifications of the artist, past experience creating large murals, client references, and submittal of conceptual drawings. The Ad Hoc also recommends encouraging local San Fernando artists to submit proposals.

Review and Discuss a 100-Year Anniversary of Women's Right to Vote Commemorative Mural and Related Mural Ad Hoc RecommendationsPage 3 of 3

- 4) Present RFP Responses to the Parks, Wellness and Recreation Commission: The Ad Hoc Committee recommends that responses are presented to the Parks, Wellness and Recreation Commission to review the responses with the City's Art Liaison and make a recommendation to City Council.
- 5) City Council Approval and Contract Award: The City Council will review the responses, consider the Parks, Wellness and Recreation Commission recommendation, and award a contract to an artist to paint the mural based on the submitted concept and budget.

The estimated timeline to complete the proposed 100-Year Women's Right to Vote mural is six months.

Murals on Private Property.

Murals are currently not allowed on private property in the City of San Fernando. On February 5, 2018, staff presented a proposed ordinance regulating the review and approval of art murals on private property. The Agenda Report and related attachments are included as Attachment "A" for reference.

Staff is requesting direction from the City Council regarding continued development of an ordinance allowing murals on private property and on utility boxes in the public right-of-way.

BUDGET IMPACT:

Staff has consulted with the City's Art Liaison to get an estimate of the potential cost of a mural. As previously mentioned, the cost of a mural can vary widely based on a number of factors, including, but not limited to, size of the mural, materials used, condition of the surface to be painted, and experience of the artist. For example, a 20 foot by 30 foot mural would cost up to \$15,000. There are currently no funds in the FY '20 –'21 budget appropriated to create a mural. Staff recommends that the City Council identify various community investment funds and seek donations to raise sufficient funding for this project.

CONCLUSION:

Staff recommends that the City Council discuss the process for a 100-Year Anniversary of Women's Right to Vote Commemorative mural project and provide direction, as appropriate.

ATTACHMENT:

- A. Agenda Report (February 5, 2018)

**ATTACHMENT "A"****AGENDA REPORT**

To: Mayor Sylvia Ballin and Councilmembers

From: Alexander P. Meyerhoff, City Manager

Date: February 5, 2018

Subject: Consideration to Adopt an Ordinance Regulating the Review and Approval of Art Murals on Private Property

RECOMMENDATION:

It is recommended that the City Council:

- a. Introduce for first reading, in title only, and waive further reading of Ordinance No. 1673 (Attachment "A") titled, "An Ordinance of the City Council of the City of San Fernando, California amending Chapter 22 (Businesses) of the San Fernando Municipal Code by the addition of a new Article IX (Art Murals on Private Property);"
- b. Adopt Resolution No. 7839 establishing a Mural Permit Application Fee; and
- c. Authorize the City Manager to execute all related documents.

BACKGROUND:

1. Public art has the potential to enhance the quality of life for individuals living in, working in, and visiting San Fernando by enhancing the physical beauty of the community; encouraging the development and appreciation of art; and enhancing the quality of development projects and the image of the community.
2. Section 2.433 of the San Fernando Municipal Code (Duties and Powers of the Cultural Arts Commission) states that "The commission will be a working commission and is charged with planning and implementing cultural special events and planning and commissioning art in public places (e.g., murals, sculptures, city monuments, etc.)."
3. The Municipal Code is silent with regards to the approval process for the review and approval of art murals on private property.

Consideration to Adopt an Ordinance Regulating the Review and Approval of Art Murals on Private PropertyPage 2 of 3

4. On June 6, 2016, the City Council Ad Hoc Committee on Commissions recommended and the City Council subsequently approved moving the Cultural Arts Commission liaison members to the Parks, Wellness and Recreation Commission.

ANALYSIS:

The purpose of this Ordinance is to permit and encourage art murals on private property on a content-neutral basis under certain terms and conditions. Murals comprise a unique medium of expression that serves the public interest. Murals have purposes distinct from commercial signs and confer different benefits.

Such purposes and benefits include improved aesthetics; avenues for original artistic expression; public access to original works of art, community participation in the creation of original works of art, community-building through the presence of an identification with original works of art, education about the history of the City depicted in original works of art, and a reduction in the incidence of vandalism.

Murals can increase community identity and foster a sense of place if they are located in a manner visible to pedestrians, are retained for substantial periods of time, and include a neighborhood process for discussion.

This Ordinance promotes the general welfare by encouraging pride in the community. A program to review and approve murals on private property may contribute to building vibrant and distinctive spaces through placemaking, and can positively impact the community by increasing property values, enhancing the quality of life through artistic opportunities, uniting the community through shared cultural experiences, and creating a cultural legacy for future generations through the collection and exhibition of high-quality art that reflects diverse styles that will acknowledge the past and usher in the future.

BUDGET IMPACT:

Approval of the proposed Ordinance will have minimal fiscal impact. There will be an impact on staff time to review a mural application and present the application to the Parks, Wellness and Recreation Commission. Therefore, staff recommends an initial application fee of \$100 to process mural applications. This fee will be reviewed during future user fee updates and may be adjusted as appropriate.

Consideration to Adopt an Ordinance Regulating the Review and Approval of Art Murals on Private PropertyPage 3 of 3

CONCLUSION:

It is recommended that the City Council adopt the proposed Ordinance to establish a procedure for the review and approval of murals on private property.

ATTACHMENTS:

- A. Ordinance No. 1673
- B. Resolution No. 7839

ATTACHMENT “A”

ORDINANCE NO. 1673

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA AMENDING CHAPTER 22 (BUSINESSES) OF THE SAN FERNANDO MUNICIPAL CODE BY THE ADDITION OF A NEW ARTICLE IX (ART MURALS ON PRIVATE PROPERTY)

WHEREAS, public art enhances the quality of life for individuals living in, working in, and visiting San Fernando by enhancing the physical beauty of the community; encouraging the development and appreciation of art; and enhancing the quality of development projects and the image of the community; and

WHEREAS, this Ordinance, will promote the general welfare by encouraging pride in the community, build vibrant and distinctive spaces through placemaking, increasing property values, enhancing the quality of life through artistic opportunities, uniting the community through shared cultural experiences, and creating a cultural legacy for future generations through the collection and exhibition of high-quality art that reflects diverse styles that will acknowledge the past, usher in the future and create programs and activities that will further these goals.

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

SECTION 1. Chapter 22 (Businesses) of the San Fernando Municipal Code is hereby amended by the addition of a new Article IX entitled “Art Murals on Private Property” which shall state the following:

<i>Article IX.</i>	<i>Art Murals on Private Property</i>
<i>Section 22-500.</i>	<i>Purpose.</i>
<i>Section 22-501.</i>	<i>Definitions.</i>
<i>Section 22-502.</i>	<i>Permit Required.</i>
<i>Section 22-503.</i>	<i>Application Procedure.</i>
<i>Section 22-504.</i>	<i>Permit Revocation, Expiration.</i>
<i>Section 22-505.</i>	<i>Mural Requirements.</i>
<i>Section 22-506.</i>	<i>Fees and Policies.</i>
<i>Section 22-507</i>	<i>Violation; Penalty.</i>

<i>Section 22-500.</i>	<i>Purpose.</i>
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The purpose of this Article is to permit and encourage the display of art murals on publicly visible and/or accessible areas on private property on a content-neutral basis under certain terms and conditions. Murals comprise a unique medium of expression that serves the public interest. Murals have purposes distinct from signs and confer different benefits. Such purposes and benefits include improved aesthetics; avenues for original artistic

expression; public access to original works of art, community participation in the creation of original works of art, community-building through the presence of an identification with original works of art, education about the history of the City depicted in original works of art, and a reduction in the incidence of vandalism. Murals can increase community identity and foster a sense of place if they are located in a manner visible to pedestrians, are retained for substantial periods of time, and include a neighborhood process for discussion.

Section 22-501. Definitions.

For purposes of this Article:

“Alteration” means any change to a permitted mural, including but not limited to any change to the image(s), materials, colors, or size of the permitted mural. “Alteration” does not include naturally occurring changes to the mural caused by exposure to the elements or the passage of time. Minor changes to the permitted mural that result from the maintenance or repair of the mural shall not constitute “alteration.” Such minor changes may include slight and unintended deviations from the original image, colors, or materials that occur when the permitted mural is repaired due to the passage of time or as a result of vandalism.

“Applicant” means an applicant for a mural permit application under this Article.

“City Council” means the City Council of the City of San Fernando.

“Commission” means the Parks, Wellness and Recreation Commission established under Article II (Parks, Wellness and Recreation Commission) of Chapter 54 (Parks and Recreation) of the San Fernando Municipal Code.

“Permittee” means an applicant who has received a mural permit pursuant to the process outlined in this Article.

“Mural” means an original work of visual art produced by hand that is tiled, painted directly upon, or affixed directly to an exterior wall of a structure.

Section 22-502. Permit Required.

It is unlawful for any person, firm, corporation, or other entity to authorize, erect, construct, maintain, move, alter, change, place, suspend, or attach any mural within the City without first (i) obtaining final approval from the Commission, or the City Council on appeal and (ii) satisfying all of the requirements set forth in this Article. This Article shall not apply to murals located on property owned by any public agency, including the City of San Fernando.

Section 22-503. Application Procedure.

- A. *Any person, firm, corporation, or other entity desiring to place a mural on any property shall first submit an application to the Community Development Department. A mural permit application shall include the following information:*
- 1. Name and address of the creator of the mural.*
 - 2. Name and address of the owner, operator, or person in possession of the premises where the mural is proposed to be located.*
 - 3. A detailed drawing or sketch of the proposed mural that is scale and in color.*
- B. *A mural permit application shall be submitted with all required fees as established by resolution of the City Council.*
- C. *The Community Development Department shall submit each completed application to the Commission for review as to the compatibility of the proposed mural in the location and on the specific structure the mural is proposed, and all other applicable requirements of Chapter 106 (Zoning) of the San Fernando Municipal Code.*
- D. *Prior to any action by the Commission, the Applicant shall post an 11"x17" color rendering of the proposed mural on site for no less than 10 calendar days prior to the scheduled public meeting at the which the proposed mural is to be considered by the commission. It shall be the applicant's responsibility to post the rendering and ensure that said rendering is posted for the entire 10-day period prior to the meeting. The rendering shall also include a notice advising the public of the date, time and location of the public hearing and that interested members of the public are invited to attend the public hearing and offer verbal or written comment by or before the conclusion of the public hearing. No mural shall be permitted until the Applicant has certified that notification has been completed.*
- E. *Each mural permit application will be considered at a public meeting of the Commission for final review. The Commission's decision to issue or deny the mural permit shall be final, unless any aggrieved party submits a written request for appeal of the Commission's decision (along with any applicable appeal fees established by City Council resolution) to the City Council, care of the Office of the City Clerk, during City's regular business hours, within 7 calendar days from the date of the Commission's decision. The City Council shall conduct a public hearing on any timely filed appeal within 60 calendar days of the date the notice of appeal is filed. The decision of the City Council on appeal shall be final. The Commission's issuance of a permit shall not take effect until the end of the 7-day appeal period and in the event a timely appeal is filed, the permit shall not take effect unless and until the City Council upholds the Commission's decision to issue the permit.*
- F. *The written appeal shall state in detail the specific grounds for the appeal; shall include any and all documentary, photographic, digital and/or audio evidence the appellant deems relevant to the appeal; and shall identify any and all Municipal Code provisions or other legal authorities, if any, that support appellant's request that the Commission's decision be overturned or otherwise modified. The City Council shall*

be under no obligation to consider grounds for an appeal that are not expressly stated in the appellant's appeal application nor shall the City Council be under any obligation to consider evidence that was not timely submitted along with the appeal application. A submitted appeal application may not be amended, supplemented or otherwise modified following the deadline for submitting appeals. The appellant, at its sole cost and expense, shall submit two copies of all appeal documentation and evidence filed with the City Clerk as part of the appeal so that a copy set may be provided to the permit applicant for review prior to the appeal hearing. A copy of such appeal materials shall be delivered to the permit applicant not less than 15 calendar days prior to the date of the appeal hearing and the permit applicant may submit a written rebuttal along with any documentary, photographic, digital and/or audio evidence the permit applicant deems relevant to oppose the appeal, provided that such rebuttal materials are filed with the City Clerk, during the City's regular business hours, no less than 7 calendar days prior to the scheduled date of the appeal hearing. The permit applicant, at its sole cost and expense, shall submit two copies of all rebuttal documentation and evidence filed with the City Clerk and the City Clerk shall, in turn, forward such materials to the appellant for review not less than 3 calendar days prior to the scheduled date of the appeal hearing.

- G. *A permit issued under this Article is granted for the specific design and one-time production of the mural as presented in the application. Any alterations must be submitted to the Community Development Director for review and may require additional public hearing and approval by the Commission for the same procedures and noticing requirements as would otherwise apply for a permit application for a new mural.*

Section 22-504. Permit Revocation, Expiration.

- A. *A mural permit is revocable by the Community Development Director if it is determined at any time that the mural conflicts with the information provided in the application or with any one of the requirements listed in Section 22-505 (Mural Requirements), below.*
- B. *Any person issued a permit shall agree to work diligently to construct, install and complete any mural for which a permit has been granted. In recognition of the forgoing, a permit issued pursuant to the Article shall automatically expire upon the occurrence of either of the following: (i) the mural has not been completed within 2 years from the date the permit was issued; or (ii) the permittee has not commenced the construction and/or installation of the mural within 1 year from the date the permit was issued. If a permit expires pursuant to romanette (i) in the preceding sentence, the permit holder, at the permit holders sole cost and expense, shall be required to restore the subject property to its original condition, notwithstanding any partial work that may have been constructed or installed.*
- C. *Upon completion of the mural, the permittee shall promptly notify the Community Development Director in writing so that a final inspection may be conducted and a*

release of the permit may be issued. In no event shall the permittee delay more than 7 calendar days in notifying the Community Development Director that the mural is completed and ready for final inspection and possible release. Notwithstanding the City's final inspection, the permit shall not be released nor the mural deemed complete for purposes of Section 22-504(B) until such time as the permittee has recorded the covenant referenced under Section 22-505(G), below.

Section 22-505. Mural Requirements.

Murals that meet all of the following requirements will be allowed upon satisfaction of The applicable permit procedures:

- A. A new mural shall remain in place, without alteration, for a minimum period of five (5) years. The artist or landowner must enter into a five-year maintenance agreement with the City to provide an assurance that the mural will be repaired in case of vandalism, weathered wall surface damage, or chipping paint. A mural may be removed within the first five years of the date it is permitted under the following circumstances:
 - 1. The property on which the mural is located is sold; or*
 - 2. The structure or property is substantially remodeled or altered in a way that precludes continuance of the mural; or*
 - 3. The property undergoes a change of use authorized the Building and Safety Division, the Planning Division or the Planning and Preservation Commission.**
- B. The mural shall not cause a pedestrian or vehicular safety hazard, including hazards in the form of impediments to the ingress and egress or pedestrians or vehicles or in the form of a distraction to motorists.*
- C. A mural shall not be placed over the exterior surface of any building opening, including, but not limited to, windows, doors, and vents.*
- D. No part of the mural shall exceed the height of the structure to which it is tiled, painted, or affixed.*
- E. No part of the mural shall extend more than six (6) inches from the plane of the wall upon which it is tiled, painted, or affixed.*
- F. No mural shall be arranged and illuminated in a manner that will produce light intensity of greater than three foot candles above ambient lighting, as measured at the property line of the nearest residentially zoned property.*
- G. The owner of the property on which a mural is installed shall execute and deliver to the City Clerk a covenant for recordation in a form approved by the City Attorney. The covenant shall provide that the mural will be installed and maintained at all times in full compliance with this Article. Except as otherwise provided under this Article,*

the covenant shall remain in force for as long as the mural exists. The written covenant must be submitted to the City for review prior to the permittee commencement of any work to construct or install the mural. City shall be under no obligation to release the permit as contemplated under Section 22-504(C), above, until the City-approved covenant is recorded. The failure of the covenant to be timely recorded shall render the mural construction and installation incomplete and render the mural permit susceptible to expiration at contemplated under Section 22-505(B), above, notwithstanding the outcome of the City's final inspection.

- H. Upon change of ownership of the property on which a mural is installed, the new owner may, at the owner's election and without the need for permission from the City, terminate the covenant and remove the mural, subject to the provisions of this Article.*
- I. **Mural proposals set forth in any application for a new mural or any application to modify the appearance of an existing mural or any other terms of an existing mural permit shall also comply with any and all written policies or guidelines adopted by the City Council resolution which are operative at the time a completed application is submitted, including the payment of all required fees.***

Section 22-506. Fees and Policies.

- A. The City Council may establish and from time to time amend a schedule of fees and charges for the recovery of costs associated with the City's review and study of permit applications and the maintenance of any regulatory program associated with the enforcement of this Article. Until such time as the City Council approves a resolution establishing a schedule setting the amount of any fee(s) contemplated under this Article, the fee amount for any application or approval referenced under this Article shall be deemed to be zero dollars.*
- B. By resolution, the City Council may establish, and from time to time amend, written policies and guidelines governing the design, construction, installation, maintenance and operation of murals subject to this Article.*

Section 22-507. Violation; penalty.

- A. It is unlawful to violate any provision of this Article. This applies to any Applicant, any Permittee, the proprietor of a use or development on which a permitted mural is located, or to the owner of the land on which the permitted mural is located. For the ease of reference in this Section, all of these persons are referred to by the term "Operator."*
- B. The Community Preservation Division must give written notice of any violation to the Operator. Failure of the operator to receive the notice of the violation does not invalidate any enforcement actions taken by the City.*

C. Any violation of this Article is considered a public nuisance.

D. The Community Preservation Division shall have the authority to enforce the regulations of this Article.

SECTION 2. Subsection (1) of Section 2-433 (Duties and powers) of Division 2 (Cultural Arts Commission) of Article V (Boards, Commissions, Committees, Agencies and Authorities) of Chapter 2 (Administration) of the San Fernando Municipal Code is hereby amended by the addition of the following sentence:

The foregoing powers and duties do not include the power to review, approve or reject permits for murals on private property as contemplated under Article IX (Art Murals on Private Property) of Chapter 22 (Businesses) of the San Fernando Municipal Code.

SECTION 3. Effective Date. This Ordinance shall take effect thirty (30) days after its adoption.

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 unconstitutional, such decision shall not affect the validity of the remaining portion 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 be declared unconstitutional. If for any reason any portion of this ordinance is found to be invalid by a court of competent jurisdiction, the balance of this ordinance shall not be affected.

SECTION 5. Certification. The City Clerk shall certify the passage of this Ordinance and shall cause the same to be entered in the book of original ordinances of said City; shall make a minute passage and adoption thereof in the records of the meeting at which time the same is passed and adopted; and shall, within fifteen (15) days after the passage and adoption thereof, cause the same to be published as required by law, in a local newspaper of general circulation and which is hereby designated for that purpose.

SECTION 6. CEQA. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of San Fernando at its regular meeting on this ____ day of _____, 2018.

Sylvia Ballin, Mayor

ATTEST:

Elena G. Chávez, City Clerk

APPROVED AS TO FORM:

Richard Padilla, Assistant City Attorney

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

I, ELENA G. CHAVEZ, City Clerk of the City of San Fernando, do hereby certify that the foregoing Ordinance No.1671 was introduced at the regular meeting of the City Council held on the ____ day of _____ 2018, and carried by the following roll call vote:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

ATTACHMENT “B”**RESOLUTION NO. 7839****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SAN FERNANDO, CALIFORNIA, ESTABLISHING A MURAL
PERMIT APPLICATION FEE**

WHEREAS, the City Council desires to establish fees for processing applications for murals on private property within the City limits;

WHEREAS, pursuant to the State Constitution, San Fernando City Code, and other applicable federal, state and local laws, the City is able to charge fees for services which to not exceed the City’s cost to provide those services;

WHEREAS, on file in the applicable department is the report justifying the fees set forth in this resolution;

WHEREAS, as on or about January 31, 2018, data indicating the amount of cost or estimated cost required to provide the services for which the film permit application fee is imposed was made available for inspection by interested members of the public at the Finance Department in City Hall; and

WHEREAS, after giving an opportunity for the public to be heard and considering all information before it, the City Council approved the establishment of a mural permit application fee attached hereto as Exhibit “1”.

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

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

Section 2. The City Council hereby establishes the mural permit application fee provided in Exhibit “1”, attached hereto.

PASSED, APPROVED, AND ADOPTED this 5th day of February 2018.

Sylvia Ballin, 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 February, 2018, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chavez, City Clerk



EXHIBIT 1**Mural Application Fee**

The following fee is established to review applications to place a mural on private property ("Mural") and present applications to the Parks, Wellness and Recreation Commission. Fees will be due and payable at the time the Mural application is submitted. The City will not begin the process to review the application until such time that the fees are paid. The application fees are set to recover the cost to review and process the application. As such, fees will not be refunded if the applicant does not ultimately obtain a permit.

	<u>Fee</u>
Mural Permit Application Fee (due upon application submittal)	\$100

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Councilmember Robert C. Gonzales

Date: September 8, 2020

Subject: Discussion of Certain Ad Hoc Committee Revisions

RECOMMENDATION:

I have placed this on the agenda for City Council discussion regarding my removal from certain Ad Hoc Committees on August 17, 2020. I recommend City Council consider reinstating me on the following Ad Hoc Committees:

1. Wildhorse Children's Foundation regarding the use of Pioneer Park
2. Green Cities and Trees
3. Mural Programs

	Date Created	Committee Name	Members	Scope
1.	5/7/18	Wildhorse Children's Foundation regarding the use of Pioneer Park <u>Responsible Staff:</u> Administration <u>Meeting Frequency:</u> Quarterly until dissolved	Pacheco Fajardo	Review information and develop policy recommendations to City Council related to the City's partnership with WHF, including providing feedback related to a formal agreement (e.g. Lease/MOU/etc.) regarding use of facilities at Pioneer Park, connecting WHF with other community service providers to enhance programming at the facility, provide input re: public outreach, and other WHF items that require additional study. <i>(To dissolve on December 31, 2021)</i>

Discussion of Certain Ad Hoc Committee Revisions

Page 2 of 2

	Date Created	Committee Name	Members	Scope
2.	9/3/19	Green Cities and Trees (renamed 8/17/2020) <u>Responsible Staff:</u> Administration <u>Meeting Frequency:</u> Bi-monthly until dissolved	Fajardo Pacheco	Review information and develop policy recommendations to City Council related to the city's environmental related programs, including programs available to City residents, public outreach efforts, programs to decrease carbon footprint, street and parkway tree programs including: <ul style="list-style-type: none"> • Street and parkway tree maintenance to prolong tree life expectancy; • Tree species that are appropriate to place in streets and parkways; • A program for residents to plant and maintain trees in parkways; and <i>(Recommend review during City Council re-org each year to determine necessity to extend)</i>
3.	2/18/20	Mural Programs <u>Responsible Staff:</u> Recreation & Community Services <u>Meeting Frequency:</u> As necessary until dissolved	Fajardo Mendoza	Review information and develop policy recommendations to a proposed citywide Mural program, including reviewing the draft mural policy and other mural related items that require additional study. <i>(Recommend dissolving upon adoption of Mural Program Policy)</i>

BUDGET IMPACT:

There is no impact to the budget by discussing this item. Additional future costs to be determined based on City Council direction.

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AGENDA REPORT

To: Mayor Joel Fajardo and Councilmembers

From: Councilmember Robert C. Gonzales

Date: September 8, 2020

Subject: Discussion Regarding the City's Support to Allow Breweries and Taprooms to Provide Outdoor Service

RECOMMENDATION:

I have placed this item on the agenda to request City Council to direct staff to prepare a letter of support to the State of California and County of Los Angeles Board of Supervisors to allow breweries and taprooms to provide outdoor services.

BUDGET IMPACT:

There is no impact to the budget by discussing this item. Additional future costs to be determined based on City Council direction.